

ORDINANCE #69930
Board Bill No. 214

An ordinance repealing Ordinances 68943 and enacting a new ordinance confirming the prohibition of the issuance of any package liquor licenses for any premises within the boundaries of the Twenty-Fourth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances; and containing an emergency clause.

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

SECTION ONE.

Ordinances 68943 is hereby repealed and the following is hereby enacted in lieu thereof:

SECTION TWO. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new package liquor licenses with the area beginning at the intersection of the centerlines of January Ave. and Fyler Ave., and proceeding along the centerlines in a generally clockwise direction west to Clifton Ave., north to Wyoming Ave., west to Tamm Ave., northwest to Watson Rd., northeast to Clifton Ave., north to Odell St., west to Tamm Ave., north to Marmaduke Ave., west to Ivanhoe Ave., south to the entrance ramp at Ivanhoe Ave., to the east side of Interstate 44, northeast to Southwest Ave., west to the St. Louis & San Francisco Railway tracks, southwest to the city limits, north to Clayton Rd., southeast to Clayton Ave., southeast to Oakland Ave., Oakland Ave. east to Interstate 64, southwest to Clayton Ave., southeast to Berthold Ave., east to Fairmont Ave., north along the prolongation of Fairmont Ave. to Interstate 64, east to the southbound Hampton Ave. exit ramp, southeast to Hampton Ave., south to Wise Ave., east to Pierce Ave., south to West Park Ave., southeast to Manchester Ave., east to Macklind Ave., south to St. Louis & San Francisco Railway tracks, west to Sublette Ave., south to Interstate 44, west to Hampton Ave., south to Elizabeth Ave., west to Hampton Ave., south to Arsenal St., east to 59th St., southeast to January Ave., south to Fyler Ave., south to the point of beginning. Such area shall be known as the Twenty-fourth Ward Liquor Control Area.

SECTION THREE. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package liquor license for any premises which is located within the boundaries of the Twenty-Fourth Ward Liquor Control District established in Section Two of this ordinance.

SECTION FOUR. Notwithstanding the provisions of Section Three of this Ordinance, the Excise Commissioner shall have authority to:

(1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of Ordinance 68536; and

(2) Approve the renewal of an existing license under the provisions of Ordinance 68536.

SECTION FIVE. 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: February 10, 2015

ORDINANCE #69931
Board Bill No. 220

An ordinance confirming the prohibition of the issuance of any package liquor licenses for any premises within the boundaries of the Fifteenth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances; and containing an emergency clause.

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

SECTION ONE. .LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new package liquor licenses with the area beginning at the point of intersection of Chippewa St and S Grand Blvd, and proceeding westerly along Chippewa St to S Kingshighway Blvd, and proceeding northerly along S Kingshighway Blvd to Tholozan Ave, and proceeding easterly along Tholozan Ave to Alfred Ave, and proceeding northerly along Alfred Ave to Miami St, and proceeding easterly along Miami St to Morganford Rd, and proceeding northerly along Morganford Rd to Arsenal St, and proceeding easterly along Arsenal St to Central Cross Dr, and proceeding northerly along Central Cross Dr to Main Dr, and proceeding easterly along Main Dr to S Grand Blvd, and proceeding southerly along S Grand Blvd to Utah St, and proceeding easterly along Utah St to Gravois Ave, and proceeding westerly along Gravois Ave to S Grand Blvd, and proceeding southerly along S Grand Blvd to the point of beginning. Such area shall be known as the Fifteenth Ward Liquor Control Area.

SECTION TWO. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package liquor license for any premises which is located within the boundaries of the Fifteenth Ward Liquor Control District established in Section One of this ordinance.

SECTION THREE. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

(1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of Ordinance 68536; and

(2) Approve the renewal of an existing license under the provisions of Ordinance 68536.

SECTION FIVE. 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: February 10, 2015

ORDINANCE #69932
Board Bill No. 226

An ordinance recommended by the Board of Public Service authorizing the 2015 St. Louis Works and the 50/50 Sidewalk Programs City Wide providing for the construction and reconstruction of gutters, streets, driveways, spot curbs, sidewalks, alleys, traffic controls, beautification, tree planting, resurfacing and related engineering adjustments listed herein, appropriating \$5,500,000.00 from the Street Improvement Fund; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated costs from City funds and supplemental agreements and reversion authorizations, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders,

contract advertising statutes, and a public work emergency clause.

BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:

Section One. The Board of Public Service is hereby authorized to let contracts, employ and pay for labor, wages, consultants, equipment, computer programs and hardware, employees, supervision and otherwise provide for designing, constructing, reconstructing, replacing, beautifying, traffic controls, landscaping, paving, resurfacing, and related engineering adjustments to the streets, alleys and public rights-of-way in the twenty-eight wards of the City for the 2015 St. Louis Works and the 50/50 Sidewalk Programs as evidenced by Exhibit "A" attached hereto and on file in the City Register's Office.

Section Two. There is hereby appropriated Five Million Dollars (\$5,500,000.00) which is the aggregate estimated cost of the City's share of the Public Work authorized herein, from funds set aside and placed to the credit of the Street Improvement Fund established by Ordinance 55852, approved March 31, 1971 and Ordinance 55964, 55965, and 55966, approved July 1, 1971 and any other subsequent ordinance, as amended and the Comptroller is authorized to draw warrants, accept gifts, make payments from the general fund and the Street Improvement Funds as they become available throughout the year to pay any portion of the cost of the labor, contracts, materials, equipment, computer programs, and public improvements contained and authorized herein by this St. Louis Works Construction Ordinance.

Section Three. The work provided for herein shall be carried out in accordance with detailed plans and specifications and necessary supplemental agreements to be approved by the Board of Public Service before bids are advertised therefore.

Section Four. If let by contract said contract, or contracts, shall provide that the contractor, or contractors, doing said work shall guarantee and keep in repair all of the work, equipment and materials used in connection therewith for a term of at least one year, commencing on the date of acceptance of the work by the City.

Section Five. All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages in the City of St. Louis, as determined by the Department of Labor and Industrial Relations of the State of Missouri (Section 290.210 through 290.340 RSMo 1995) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers. All contracts let in connection with the work provided for herein shall be subject to, and in conformance with, all statutes of the State of Missouri and the Charter and Code of the City of St. Louis.

Section Six. Any revenue received by the City from the 50/50 Sidewalk Program, gifts or cooperation agreements shall be deposited to the credit of the individual wards, as established in Ordinance 62206.

Section Seven. To allow full participation and to help in the St. Louis Works Program, and to accomplish the overall goals for the improvements in all twenty-eight wards of the City; the Board of Public Service and the Comptroller are authorized to enter into supplemental agreements with various Federal, State, Local, and private entities to provide for funds, work, site dedications, and acquisitions by negotiations and condemnations.

Section Eight. All specifications approved by the Board of Public Service and contracts let under authority of this ordinance shall provide for compliance with the Presidential Executive Order 11246 and 379 on Equal Opportunity and the Mayor's Executive Order of December 22, 1986 on selection of experts and consultants. The Board of Public Service shall establish goals on all contracts of no less than twenty five (25%) participation by minority subcontractors and material suppliers and no less than five percent (5%) participation by women subcontractors and suppliers. It is the policy of the City of St. Louis to pursue the goal of having thirty percent of apprenticeship positions and twenty-five percent of all other positions involved in construction work in the St. Louis metropolitan area filled by residents of the City of St. Louis of these positions it is intend that one half be filled by members of minority groups and ten percent (10%) by females. The City will make a determination if the contractor has made a good faith effort to achieve these goals.

Section Nine. All sections of this ordinance are and shall be severable. In the event that any section of this ordinance is found to be illegal, the remaining sections of this ordinance shall remain valid and to the benefit of the City.

Section Ten. All advertisements for bids pursuant to this Ordinance shall be subject to Section 8.250, RSMo 1995.

Section Eleven. This being an ordinance to provide for public work and improvements, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

Exhibit "A"
(Is on file in the City Register's Office.)

Approved: February 10, 2015

ORDINANCE #69933
Board Bill No. 231

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, authorizing and establishing a multi-year public works and improvement program at Lambert-St. Louis International Airport® (the "Airport") providing for an Environmental, Planning, Programming, and Remediation Implementation Program (the "Project") for certain real property located within the geographical boundaries commonly referred to as the Northern Tract Site and more fully described in **EXHIBIT "1"** entitled "Legal Description of the Northern Tract Site", which is attached hereto and incorporated herein, consisting of, but not limited to, environmental consulting, site characterization, engineering, managing, sampling, and testing services and work, the preparation and production of bid specifications, contract documents, advertising, and other procurement services or work, environmental assessments, reports, analyses, studies, site reviews (benchmarking and baseline), site monitoring, and site remediation and restoration work, including, but not limited to, design, construction, mobilization, material and equipment costs, remediation costs, pre-job sampling, soil removal, groundwater removal, soil transportation, soil disposal, soil backfill costs, construction management, demolition, grading, abatement, geotechnical borings, lab analysis, traffic and security control, and waste disposal and transportation costs, cost to manage, administer, implement soil management plans and environmental covenants, such authorized work consisting of, but not limited to, planning, designing, programming, technical advice and assistance, inspection services, consulting services, remediation services, legal services, surveys, mapping, appraisal, escrow, and title services, engineering and architectural services, CADD services, operational and facilities plans, ground maintenance and landscaping and related work or services, security, and other related work or services for the development, implementation, administration, management or monitoring of the Project at a total estimated cost of Two Million Dollars (\$2,000,000); authorizing an initial appropriation of One Million Dollars (\$1,000,000) from the Airport Development Fund established under Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work or services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance, as funds become available to continue the Project; authorizing and directing the Director of Airports with the approval of the Board of Estimate and Apportionment to let contracts providing for title, appraisal and escrow services, ground maintenance, legal services, and other related services for the implementation and administration of the Project; authorizing and directing the Board of Public Service with the advice, consent and approval of the Director of Airports to let contracts and to enter into agreements or reimbursement agreements, for all other approved work or services, purchase materials and equipment, employ labor, pay salaries, wages, fees, retain consultants, and otherwise provide for the work and services authorized herein; providing that any contract let hereunder will be subject to the City of St. Louis' ("City") Charter and applicable City ordinances and any Missouri State laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants for the payment of expenses authorized herein, and authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, Director of Airports, and other appropriate officers, agents, and employees of the City to make such applications or certifications and provide such data to other appropriate parties as may be necessary or in the City's best interest, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing and directing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek moneys or funds under the Airport Improvement Program, the Passenger Facilities Charge Program, or other federal, state or local programs, and/or under or pursuant to reimbursement agreements or contracts for which these authorized costs or expenditures might qualify for reimbursement or payment and authorizing the deposit of such funds as may be appropriate into this Ordinance for the purpose of reimbursing or paying in part the costs of the Project; directing that all contracts let under the authority of this Ordinance be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. There is hereby authorized and established a multi-year public works and improvement program at Lambert-St. Louis International Airport® (the "Airport") providing for an Environmental, Planning, Programming, and Remediation Implementation Program (the "Project") for certain real property located within the geographical boundaries commonly referred to as the Northern Tract Site and more fully described in **EXHIBIT "1"** entitled "Legal Description of the Northern Tract Site", which is attached hereto and incorporated herein, consisting of, but not limited to, environmental consulting, site characterization, engineering, managing, sampling, and testing services and work, the preparation and production of bid specifications, contract documents, advertising, and other procurement services or work, environmental assessments, reports, analyses, studies, site reviews (benchmarking and baseline), site monitoring, and site remediation and restoration work, including, but not limited to, design, construction, mobilization, material and equipment costs, remediation costs, pre-job sampling, soil removal, groundwater removal,

soil transportation, soil disposal, soil backfill costs, construction management, demolition, grading, abatement, geotechnical borings, lab analysis, traffic and security control, and waste disposal and transportation costs, cost to manage, administer, implement soil management plans and environmental covenants, such authorized work consisting of, but not limited to, planning, designing, programming, technical advice and assistance, inspection services, consulting services, remediation services, legal services, surveys, mapping, appraisal, escrow, and title services, engineering and architectural services, CADD services, operational and facilities plans, ground maintenance and landscaping and related work or services, security, and other related work or services for the development, implementation, administration, management or monitoring of the Project at a total estimated cost of Two Million Dollars (\$2,000,000).

SECTION TWO. There is hereby authorized an initial appropriation of One Million Dollars (\$1,000,000) from the Airport Development Fund established under Ordinance 59286, Section 13, approved October 26, 1984, to be expended for payment of costs for work or services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance, as funds become available to continue the Project.

SECTION THREE. The Director of Airports with the approval of the Board of Estimate and Apportionment is hereby authorized to let all contracts providing for title, appraisal and escrow services, ground maintenance, legal services, and other related services for the implementation and administration of the Project.

SECTION FOUR. The Board of Public Service with the advice, consent, and approval of the Director of Airports is hereby authorized and directed to let contracts, enter into agreements, reimbursement agreements, purchase materials and equipment, employ labor, pay salaries, wages, fees, retain consultants, and otherwise provide for the work and services authorized herein, except for the work or services covered by procedures contained in Section Three of this Ordinance.

SECTION FIVE. It is hereby provided that any contract let hereunder will be subject to the Charter of the City of St. Louis (the "City") and applicable City ordinances and any Missouri State laws or regulations applicable thereto.

SECTION SIX. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City for the payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, the Director of Airports and other appropriate officers, agents, and employees of the City are hereby authorized and directed to make such applications or certifications and provide such data to other appropriate parties as may be necessary or in the City's best interest, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

SECTION SEVEN. The Director of Airports is hereby authorized and directed to make such applications and provide such data and to take whatever action necessary to seek moneys or funds under the Airport Improvement Program, the Passenger Facilities Charge Program, or other federal, state or local programs, and/or under or pursuant to reimbursement agreements or contracts for which these authorized costs or expenditures might qualify for reimbursement or payment and authorizing the deposit of such funds or moneys as may be appropriate into this Ordinance for the purpose of reimbursing or paying in part the costs of the Project.

SECTION EIGHT. All contracts let under authority of this Ordinance must be in compliance with all applicable minority and women or disadvantage business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity.

SECTION NINE. The sections, conditions, and provisions of this Ordinance or portions thereof will be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections, conditions, 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 TEN. This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of the City's Charter and will become effective immediately upon approval by the Mayor of the City.

Exhibit "I"
Lambert-St. Louis International Airport ®
Property Exhibit Option "A"
(Is on file in the Register's Office.)

Approved: February 10, 2015

ORDINANCE #69934
Board Bill No. 233

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City two (2) Automated Teller Machine ("ATM") Concession Agreements (the "ATM Concession Agreements") at Lambert - St. Louis International Airport (the "Airport") between the City and the following concessionaires: a) Bank of America, N.A. and b) CardTronics U.S.A, Inc., granting to each concessionaire the right, license, and privilege to operate a non-exclusive ATM Concession at the Airport subject to the terms, covenants, and conditions of their ATM Concession Agreement with the City, which were approved by the Airport Commission and are more fully described in Section One of this Ordinance; directing that the ATM Concession Agreements be in compliance with all applicable disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing a severability clause and an emergency clause.

WHEREAS, the City of St. Louis (the "City") owns, operates and maintains Lambert - St. Louis International Airport (the "Airport");

WHEREAS, the Automated Teller Machine ("ATM") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by having two (2) ATM Concession operators at the Airport during the term of the ATM Concession Agreements; and

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate ATM Concessions at the Airport, and by this process the City has determined that the concessionaires listed above are qualified operators of this service and have submitted bids deemed advantageous to the public, the Airport, and the City.

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

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City two (2) Automated Teller Machine ("ATM") Concession Agreements (the "ATM Concession Agreements") at Lambert - St. Louis International Airport (the "Airport") between the City and the following concessionaires: a) Bank of America, N.A. and b) CardTronics U.S.A., Inc., granting to each concessionaire the right, license, and privilege to operate a non-exclusive ATM Concession at the Airport subject to the terms, covenants, and conditions of their ATM Concession Agreement with the City, which were approved in substance by the Airport Commission and are attached and incorporated herein as follows:

ATTACHMENT A – Bank of America, N.A.; and

ATTACHMENT B – CardTronics U.S.A., Inc.

SECTION TWO. The ATM Concession Agreements must be in compliance with all applicable disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions, and executive orders relating to equal employment opportunity.

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

SECTION FOUR. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the City's Charter and will become effective immediately upon its approval by the City's Mayor.

**ATTACHMENT A – Bank of America, N.A.; and
ATTACHMENT B – CardTronics U.S.A., Inc.
(Is on file in the Register's Office.)**

Approved: February 10, 2015

**ORDINANCE #69935
Board Bill No. 133**

An ordinance pertaining to the Tillie's Corner, located at 1345-55 N. Garrison Avenue at Sheridan Avenue (the Property), having as subject matter the designation of the Property as a City of St. Louis Landmark, containing definitions, Landmark Standards and a severability clause.

The Board of Aldermen hereby declares as follows:

WHEREAS, the Property is important in the City of St. Louis because it has significant character and value as part of the heritage and cultural characteristics of the City and, in particular, represents important cultural practices: building community, social activism, and assisting others; and

WHEREAS, the Property will serve as a memorial for the original Tillie's Corner, where Tillie's Food Shop, owned and operated by Lillie V. "Granny" Pearson, "Miss Tillie" long stood before it was irreparably damaged and had to be demolished; and

WHEREAS, Miss Tillie's grocery store was the mainstay of the former building complex called Tillie's Corner and the Property and an organization of the same name will memorialize and continue Miss Tillie's work; and

WHEREAS, the Property includes a new Butterfly Home, erected in March-April 2014, that will house Carla P. and Miguel Alexander and provide office space for the Tillie's Corner organization, which along with the Property, is dedicated to the preservation and promotion of local history; and

WHEREAS, the City wishes to recognize "Miss Tillie" and her family members working for the same goals through Tillie's Corner, which was – and remains today – an important part of the local African-American community; and

WHEREAS, the City of St. Louis Preservation Board was created to recognize and protect the design and physical integrity of sites and districts within the City limits; and

WHEREAS, the Planning Commission and the Board of Public Service have reviewed the proposed landmark designation and standards and have found that it 1) is in conformity with the City's Strategic Land Use Plan and 2) will have a positive impact on the physical development of the city; and the Preservation Board has approved the petition and recommended that a designation bill be prepared.

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

SECTION ONE. Definitions:

CITY LANDMARK

Any site or sites designated for protection from alteration or demolition by the City of St. Louis Board of Aldermen. A City Landmark cannot be altered in design or construction, and demolition of the property cannot occur without the permission of the City of St. Louis Preservation Board or its successor agencies.

SECTION TWO. LANDMARK STANDARDS

The National Park Service's Secretary of Interior's Standards for Rehabilitation, supplemented with guidance that reflects the conditions found at a particular City Landmark, are generally adopted as the Landmark Standards. As Tillie's Corner is an active and memorializing site for important aspects of the City's heritage and culture, many of the Secretary of the Interior's Standards are

not applicable to this City Landmark. Therefore, these Standards shall be used.

Standard #1. The property shall be used for its stated purpose, to pursue the commemorative and educational work of Tillie's Corner. Uses identified by the organization shall be considered appropriate for the site.

Standard #2. The stated purposes of the property shall be retained and preserved as long as the Tillie's Corner entity is in existence. The removal and/or replacement of elements of the property that are in keeping with the mission of Tillie's Corner are permissible. Most new elements shall be of a permanent nature, and be maintained as such. Temporary features shall be removed in a timely manner.

Standard #3. The property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken. No buildings shall be re-constructed in a literal sense.

Standard #4. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved and deteriorated features shall be repaired or replaced with a feature that shall match the original in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall undertaken.

Standard #5. The property owners shall consult with the Cultural Resources Office before undertaking a project that would include significant below-grade disturbance. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Standard #6. Any new construction shall be reviewed by the Preservation Board for compliance with these standards and appropriateness for the Landmark site.

SECTION THREE. SEVERABILITY CLAUSE

If any provision, sentence, clause, section, part, or application of the ordinance and the regulations and standards contained herein is for any reason held to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts, or applications of this ordinance, regulations and standards.

Approved: February 17, 2015

ORDINANCE #69936 Board Bill No. 134

An ordinance pertaining to the New Age Federal Savings and Loan Building, located at 1401 N. Kingshighway (the Property), having as subject matter the designation of the Property as a City of St. Louis Landmark, containing definitions, Landmark Standards and a severability clause.

The Board of Aldermen hereby declares as follows:

WHEREAS, the Property is important in the City of St. Louis because it is associated with the New Age Federal Savings and Loan organization established in 1916; and

WHEREAS, the New Age Federal Savings and Loan was a pioneering black business in St. Louis and Missouri and remained the only black-owned financial institution in St. Louis into the 1960s; and

WHEREAS, in 1958, New Age initiated the construction of a purpose-built bank building at 1401 N. Kingshighway designed by St. Louis architect W.E. Duncan and thereafter boasted of "one of America's most beautiful financial buildings;" and

WHEREAS, the savings and loan provided modern service with drive-up banking and several teller windows, as well as competitive interest rates, and the all-black staff served customers in the modern New Age facility that was evidence of black business success; and

WHEREAS, the City of St. Louis Preservation Board was created to recognize and protect the design and physical integrity of sites and districts within the City limits; and

WHEREAS, the Planning Commission and the Board of Public Service have reviewed the proposed landmark designation and standards and have found that it 1) is in conformity with the City's Strategic Land Use Plan and 2) will have a positive impact on the physical development of the city; and the Preservation Board has approved the petition and recommended that a designation bill be prepared.

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

SECTION ONE. Definitions:

ACQUIRED SIGNIFICANCE

Importance achieved from an element, although not original to a property, but with sufficient historical or architectural meaning, to become valued as much as the original portion.

CHARACTER-DEFINING FEATURES

Those elements of a property that strongly convey its architectural style and/or history.

CITY LANDMARK

Any site or sites designated for protection from alteration or demolition by the City of St. Louis Board of Aldermen. A City Landmark cannot be altered in design or construction, and demolition of the property cannot occur without the permission of the City of St. Louis Preservation Board or its successor agencies.

ENTRANCE

Feature that is a point of entering a building, which often consists of one or more doors, sidelight or transom windows, surrounding architectural elements, and a canopy sheltering the door(s).

PRIMARY FAÇADE

The main, usually street-facing, wall of a building which conveys its style and on which character-defining features are evident.

GLAZING

Panes or sheets of glass set or made to be set in frames, as in windows, doors or mirrors.

MASONRY

Masonry is the family of building materials and techniques that use stone, brick, ceramic, or concrete block units, usually separated by mortar beds and joints.

MASSING

Term used to describe the visual displacement of space based on the building's height, width and depth; the three-dimensional impact of a structure.

SCALE

Term used to describe the perceived size of a building relative to the height and width of adjacent structures. Also the perceived size of an element of a building relative to known architectural elements; for example, the size of a door relative to a window.

SECONDARY

Second or inferior in importance.

TERRAZZO FLOORING

Poured-in-place composite flooring material consisting of marble or granite set in mortar and finished with a polish.

WINDOWS

The elements that consist of frames, window sash, and glazing that form a portion of the exterior enclosure of a building.

SECTION TWO. LANDMARK STANDARDS

These standards are the National Park Service's Secretary of Interior's Standards for Rehabilitation supplemented with guidance that reflects the conditions found at this City Landmark.

Character-defining features and aspects of the property addressed by these standards are those that strongly convey its architectural style and history. When these components of an historic property are altered, the building or structure can no longer convey its association with the past. Character-defining features vary from property to property, but generally include original building materials, decorative architectural elements, and features such as doors and windows. Character-defining features are likely to be located on the façade and other portions of the property visible from the street.

Standard #1. The property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

Occupancy of the building by organizations or businesses that do not alter the character of the building are appropriate and encouraged.

Standard #2. The historic character of the property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

Façade and building exterior:

All character-defining aspects of the exterior of the building shall be maintained in place and shall not be altered, either through removal, painting, covering with other materials, or other physical changes.

Features and materials that must be replaced periodically, such as roofing, shall be replaced with the same materials as the historic or existing, or appropriate replacements.

Windows and their glazing are important character-defining features of the bank building and shall not be blocked. Window sash replacement shall replicate the original sash or be an appropriate alternative.

Entrances are always character-defining and shall not be altered. Features associated with the use of the bank, including the drive-up teller window and night deposit box, shall be maintained even if no longer in use.

Interior:

Interior finishes that convey the status of the bank's design and workmanship, such as terrazzo flooring, shall be retained in place; where possible, they shall not be concealed.

Landscaping:

The design of the lot, meant to facilitate banking and access to the drive-up deposit window, shall not be significantly altered.

Signs:

Any signs applied to the building or installed on the grounds shall be compatible with the historic architectural character of the property. The following types of signs are not compatible:

Roof-top signs, billboards, flashing or animated signs, signs with changing text, back-lighted signs, wall signs above the side wall window sills, large projecting signs that block windows, and loudspeaker music or speed for advertising purposes.

Standard #3. The property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Standard #4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

At the time of landmark designation the building is in its original state and therefore there are no changes of historic significance.

Standard #5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize the property shall be preserved.

The masonry exterior materials of brick and stone shall be maintained in good condition. The masonry shall not be painted or changed in any way that alters its visual character.

Standard #6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The windows and doors of the bank are important historic character-defining features. If they deteriorate to the point of needing replacement, replacement units shall be carefully selected and shall replicate the shape and appearance of the existing units.

Standard #7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

The masonry materials of the exterior shall not be sandblasted or cleaned with harsh chemicals. Any cleaning project shall be approved by the Cultural Resources Office.

Standard #8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

The property owners shall consult with the Cultural Resources Office before undertaking a project that would include below-grade disturbance.

Standard #9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Standard #10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The current and subsequent owners may add discreet features that relate to its identification and current use. Such new elements shall appear appropriate in material, be subordinate in scale, and maintain the overall presence of the existing building.

Any additions shall be compatible with the bank building in terms of materials and shall be secondary to the building in terms of size, scale, height, and architectural prominence, which are likely to be no more than a small addition.

SECTION THREE. SEVERABILITY CLAUSE

If any provision, sentence, clause, section, part, or application of the ordinance and the regulations and standards contained herein is for any reason held to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts, or applications of this ordinance, regulations and standards.

Approved: February 17, 2015

**ORDINANCE #69937
Board Bill No. 191**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate Walton Avenue as "Rev. Melvin Smotherson Avenue."

WHEREAS, Rev. Melvin Smotherson is the Founder and Pastor of Cornerstone Baptist Church; and

WHEREAS, he pushed for a cooperative venture between private funders, the church, community groups and the City to fund and construct decorative sculpture at street blockage at Walton and Washington Streets with other capital improvements to the block; and

WHEREAS, Rev. Melvin Smotherson raised money and renovated the vacate building at Washington and Walton for the church and for community use. He has allowed community organizations to use the facility, organized summer youth programming for area youth and worked with various civil rights organizations to push for equal rights for the disenfranchised.

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

SECTION ONE. Pursuant to the provisions of Ordinance 68937, the 500 block of Walton Avenue shall hereafter be honorarily designated as "Rev. Melvin Smotherson Avenue" in honor of Rev. Melvin Smotherson. The Director of Streets shall erect honorary street-name signs at the intersection of Walton Avenue and Olive Street and Walton Avenue and Washington Avenue which signs shall read "Rev. Melvin Smotherson Avenue."

Approved: February 17, 2015

**ORDINANCE #69938
Board Bill No. 193**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate Goodfellow Boulevard between Enright Avenue and Delmar Boulevard as "Rev. Tommie C. Ringo Boulevard."

WHEREAS, Rev. Tommie C. Ringo is the Senior Pastor and organizer of Christ Deliverance Ministry located 725 Goodfellow; and

WHEREAS, the church was built and organized 37 years ago on the corner of Goodfellow and Enright; and

WHEREAS, activities sponsored by Christ Deliverance Ministry include: Back 2 School Rally, health screenings, start you week with fruit or vegetable, exercise and weight loss, Women of the Word Annual Program, Men's Group and Mind and Body.

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

SECTION ONE. Pursuant to the provisions of Ordinance 68937, the 700 block of Goodfellow Boulevard shall hereafter be honorarily designated as "Rev. Tommie C. Ringo Boulevard" in honor of Rev. Tommie C. Ringo. The Director of Streets shall erect honorary street-name signs at the intersection of Goodfellow Avenue and Enright Avenue which sign shall read "Rev. Tommie C. Ringo Boulevard."

Approved: February 17, 2015

**ORDINANCE #69939
Board Bill No. 241**

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AUTHORIZING AND DIRECTING (i) THE ISSUANCE BY THE CITY OF ST. LOUIS, MISSOURI OF ITS AIRPORT REVENUE REFUNDING BONDS, SERIES 2015 (NON-AMT) (LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT), IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) (THE "SERIES 2015 BONDS") TO EFFECT THE REFUNDING OF ALL OR A PORTION OF THE CITY'S OUTSTANDING AIRPORT REVENUE REFUNDING BONDS, SERIES 2005 (NON-AMT) (LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT) (THE "SERIES 2005 BONDS"); PROVIDING FOR THE FUNDING OF ANY REQUIRED

RESERVE FUNDS AND FOR THE PAYMENT OF COSTS OF ISSUANCE AND OTHER RELATED TRANSACTION COSTS WITH RESPECT TO THE SERIES 2015 BONDS; SETTING FORTH CERTAIN TERMS AND CONDITIONS FOR THE ISSUANCE OF THE SERIES 2015 BONDS; APPOINTING A TRUSTEE, A BOND REGISTRAR AND A PAYING AGENT IN CONNECTION WITH THE SERIES 2015 BONDS; APPOINTING AN ESCROW AGENT, IF ANY, IN CONNECTION WITH THE OUTSTANDING BONDS TO BE REFUNDED WITH THE PROCEEDS OF THE SERIES 2015 BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE TWENTIETH SUPPLEMENTAL INDENTURE OF TRUST WITH RESPECT TO THE ISSUANCE OF THE SERIES 2015 BONDS INCLUDING ANY CONFORMING OR CLARIFYING AMENDMENTS TO THE AMENDED AND RESTATED INDENTURE OF TRUST (AS DEFINED HEREIN); AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2015 BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND OTHER MATTERS WITH RESPECT THERETO; AUTHORIZING THE PREPARATION, EXECUTION AND DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT AND THE PREPARATION, EXECUTION AND DELIVERY OF THE CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE NEGOTIATION AND PURCHASE OF CREDIT ENHANCEMENT (INCLUDING BOND INSURANCE, CREDIT FACILITIES, AND SURETIES), IF ANY, AND ANY NECESSARY RELATED DOCUMENTS; AUTHORIZING THE PROPER OFFICIALS, AGENTS AND EMPLOYEES OF THE CITY TO EXECUTE SUCH DOCUMENTS AND TO TAKE SUCH ACTIONS AS ARE NECESSARY OR APPROPRIATE IN CONNECTION WITH THE FOREGOING MATTERS; REPEALING ORDINANCES OF THE CITY TO THE EXTENT INCONSISTENT WITH THE TERMS HEREOF; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, The City of St. Louis, Missouri (the “City”), owns an airport known as Lambert-St. Louis International Airport® (the “Airport”) which is operated by the Airport Authority of the City;

WHEREAS, pursuant to Article VI, Section 27 of the Constitution of the State of Missouri, as amended, and ordinances of the City numbered 51342, 54813, 55647, 57110, 57613, 58328 and 58761, the City issued from time to time prior to the adoption of the Original Indenture (defined below) an aggregate of \$178,000,000 of its Airport Revenue Bonds to finance the purchase, construction, extension and improvement of the Airport, which bonds are no longer outstanding;

WHEREAS, the City entered into an Indenture of Trust, dated as of October 15, 1984 (the “Original Indenture”), with Mercantile Trust Company National Association, a predecessor of State Street Bank & Trust Company of Missouri, N.A., a predecessor of UMB Bank, N.A. (formerly known as UMB Bank of St. Louis, N.A.) (the “Trustee”), providing for the issuance of Airport Revenue Bonds of the City, which Original Indenture has been amended, supplemented and restated from time to time, including by the Amended and Restated Indenture of Trust dated as of September 10, 1997 (which Original Indenture, as so amended, supplemented and restated and in effect from time to time is referred to herein as the “Revised Indenture”), which Revised Indenture has been amended, supplemented and restated from time to time, including by the Amended and Restated Indenture of Trust dated as of July 1, 2009 (which Revised Indenture, as so amended, supplemented and restated and in effect from time to time is referred to herein as the “Restated Indenture”);

WHEREAS, on November 29, 1984, the City issued \$167,095,000 aggregate principal amount of its Airport Revenue Bonds, Series 1984 (the “Series 1984 Bonds”) pursuant to the Original Indenture for the purpose, among other things, of economically defeasing the bonds referred to in the second WHEREAS, clause hereof;

WHEREAS, on August 4, 1987, the City issued \$52,000,000 of Airport Revenue Bonds (the “Series 1987 Bonds”) pursuant to a First Supplemental Indenture of Trust, dated as of July 1, 1987, between the City and the Trustee for the purpose of financing the construction, improvement, expansion and equipping of the Airport;

WHEREAS, on November 5, 1991, the qualified electors of the City approved the issuance by the City of Airport Revenue Bonds in the amount of \$1,500,000,000 for the purpose of paying the costs of purchasing, constructing, extending and improving airports to be owned by the City (the “1991 Voter Approval”); on April 8, 2003, the qualified electors of the City approved the issuance by the City of Airport Revenue Bonds in the amount of \$2,000,000,000 for the purpose of paying the costs of purchasing, constructing, extending and improving airports to be owned by the City (the “2003 Voter Approval” and, together with the 1991 Voter Approval, the “Voter Approval”); and pursuant to Section 3 of Article XVII of the St. Louis City Charter, refunding bonds do not require voter approval and therefore do not count against the amount of bonds available to be issued pursuant to Voter Approval;

WHEREAS, on November 25, 1992, the City issued \$109,125,000 of Airport Revenue Bonds (the “Series 1992 Bonds”)

pursuant to a Second Supplemental Indenture of Trust, dated as of November 15, 1992, between the City and the Trustee for the purpose of providing funds (i) to refund the Lambert-St. Louis International Airport® Corporation's Lease Revenue Bonds (Noise Mitigation Project) Series 1990 which provided funds for the acquisition of land in connection with the Airport noise abatement program and (ii) for further Airport land acquisition, airfield improvements, expansion of the terminal facility and related improvements;

WHEREAS, on September 9, 1993, the City issued \$121,720,000 of Taxable Airport Revenue Bonds (the "Taxable Series 1993 Refunding Bonds") pursuant to a Third Supplemental Indenture of Trust, dated as of August 1, 1993, between the City and the Trustee for the purpose of refunding all of the outstanding Series 1984 Bonds;

WHEREAS, on December 14, 1993, the City issued \$65,405,000 of Taxable Airport Revenue Bonds (the "Taxable Series 1993A Bonds") pursuant to a Fourth Supplemental Indenture of Trust, dated as of December 1, 1993, between the City and the Trustee for the purpose of financing the cost of purchasing the leasehold interests and certain property of Trans World Airlines, Inc.;

WHEREAS, on April 10, 1996, the City issued \$37,760,000 of Airport Revenue Bonds (the "Series 1996 Bonds") pursuant to a Fifth Supplemental Indenture of Trust, dated as of April 1, 1996, between the City and the Trustee for the purpose of refunding all the outstanding Series 1987 Bonds;

WHEREAS, on September 10, 1997, the City issued \$40,420,000 of Airport Revenue Bonds, Series 1997A (the "Series 1997A Bonds") and \$159,185,000 of Airport Revenue Bonds, Series 1997B (the "Series 1997B Bonds") pursuant to a Sixth Supplemental Indenture of Trust, dated as of August 1, 1997, between the City and the Trustee for the purpose of funding certain capital improvements at the Airport;

WHEREAS, on December 17, 1998, the City issued \$69,260,000 of Airport Revenue Bonds, Series 1998 (the "Series 1998 Bonds") pursuant to a Seventh Supplemental Indenture of Trust, dated as of December 1, 1998, between the City and the Trustee for the purpose of refunding a portion of the Series 1992 Bonds;

WHEREAS, on August 2, 2000, the City issued \$87,165,000 of its Letter of Intent Double Barrel Revenue Bonds, Series 2000 (Lambert-St Louis International Airport Project) (the "LOI Bonds") pursuant to a Trust Indenture dated as of July 15, 2000 between the City and UMB Bank, N.A., as trustee, for the purpose of financing the acquisition of certain land located adjacent to the Airport and funding the construction of certain improvements thereon;

WHEREAS, on May 15, 2001, the City issued \$435,185,000 of Airport Revenue Bonds, Series 2001A (Airport Development Program) (the "Series 2001A ADP Bonds") pursuant to an Eighth Supplemental Indenture of Trust, dated as of May 1, 2001, between the City and the Trustee for the purpose of financing the acquisition of certain land located adjacent to the Airport and funding certain capital improvements at the Airport;

WHEREAS, on December 19, 2002, the City issued \$69,195,000 of Airport Revenue Bonds (Capital Improvement Program) (Non-AMT) Series 2002A (the "Series 2002A Bonds"), \$31,755,000 Airport Revenue Bonds (Capital Improvement Program) (AMT) Series 2002B (the "Series 2002B Bonds"), and \$17,035,000 Airport Revenue Refunding Bonds (AMT) Series 2002C (the "Series 2002C Bonds") pursuant to a Ninth Supplemental Indenture of Trust, dated as of December 1, 2002, between the City and the Trustee for the purpose of funding certain capital improvements at the Airport and refunding all of the outstanding Series 1992 Bonds;

WHEREAS, on February 25, 2003, the City issued \$70,340,000 of Airport Revenue Refunding Bonds, Series 2003A (the "Series 2003A Bonds"), pursuant to a Tenth Supplemental Indenture of Trust, dated as of February 1, 2003, between the City and the Trustee for the purpose of refunding all of the outstanding LOI Bonds;

WHEREAS, on May 29, 2003, the City issued \$29,520,000 of Taxable Airport Revenue Refunding Bonds, Series 2003B (the "Series 2003B Bonds"), pursuant to an Eleventh Supplemental Indenture of Trust, dated as of May 1, 2003, between the City and the Trustee for the purpose of refunding all of the outstanding Taxable Series 1993 Refunding Bonds and all of the outstanding Taxable Series 1993A Bonds;

WHEREAS, on May 26, 2004, the City authorized the issuance of its Airport Revenue Commercial Paper Notes, 2004 Program, Series A (Non-AMT), Series B (AMT) and Series C (Taxable) in the aggregate principal amount of up to \$125,000,000 outstanding at any one time (the "CP Notes"), pursuant to a Commercial Paper Subordinate Indenture of Trust, dated as of May 1, 2004 (the "CP Indenture"), between the City and UMB Bank, N.A., as trustee, to provide interim funds to finance and refinance Airport improvements; and in connection with the issuance of the CP Notes, certain amendments were made to the Revised Indenture pursuant to a Twelfth Supplemental Indenture of Trust, dated as of May 1, 2004, between the City and the Trustee;

WHEREAS, on July 7, 2005, the City issued \$263,695,000 of Airport Revenue Refunding Bonds, Series 2005 (Non-AMT) (the "Series 2005 Bonds") pursuant to a Thirteenth Supplemental Indenture of Trust, dated as of June 1, 2005, between the City and the Trustee for the purpose of refunding and restructuring a portion of the Series 1997A Bonds, the Series 2001A ADP Bonds and the Series 2002A Bonds;

WHEREAS, on January 23, 2007, the City issued \$231,275,000 of Airport Revenue Refunding Bonds, Series 2007A (Non-AMT) (the "Series 2007A Bonds") pursuant to a Fourteenth Supplemental Indenture of Trust dated as of January 1, 2007, between the City and the Trustee for the purpose of refunding a portion of the Series 2001A ADP Bonds and a portion of the Series 2002A Bonds;

WHEREAS, on April 3, 2007, the City issued \$104,735,000 of Airport Revenue Refunding Bonds, Series 2007B (AMT) (the "Series 2007B Bonds") pursuant to a Fifteenth Supplemental Indenture of Trust, dated as of January 1, 2007 and effective as of April 3, 2007, between the City and the Trustee for the purpose of refunding a portion of the Series 1997B Bonds;

WHEREAS, on July 14, 2009, the City issued \$107,240,000 of Airport Revenue Bonds, Series 2009A-1 (the "Series 2009A-1 Bonds") and \$22,730,000 of Airport Revenue Bonds, Series 2009A-2 the "Series 2009A-2 Bonds" and, together with the Series 2009A-2 Bonds, the "Series 2009 Bonds") pursuant to a Sixteenth Supplemental Indenture of Trust, dated as of July 1, 2009, between the City and the Trustee for the purpose of funding certain capital improvements at the Airport;

WHEREAS, on June 27, 2011, the City issued \$5,910,000 of Airport Revenue Refunding Bonds, Series 2011A (Exempt Facility, Non-AMT) (the "Series 2011A Bonds") and \$23,625,000 Airport Revenue Refunding Bonds, Series 2011B (Non-AMT) (the "Series 2011B Bonds" and, together with the Series 2011A Bonds, the "Series 2011 Bonds") pursuant to a Seventeenth Supplemental Indenture of Trust, dated as of June 1, 2011 between the City and the Trustee for the purpose of refunding the Series 1998 Bonds and the Series 2009A-2 Bonds;

WHEREAS, on June 28, 2012, the City issued \$31,395,000 of Airport Revenue Refunding Bonds, Series 2012 (AMT) (the "Series 2012 Bonds") pursuant to an Eighteenth Supplemental Indenture of Trust, dated as of June 1, 2012 between the City and the Trustee for the purpose of refunding the Series 2002B Bonds and the Series 2002C Bonds;

WHEREAS, on June 20, 2013, the City issued \$31,460,000 of Airport Revenue Refunding Bonds, Series 2013 (Non-AMT) (the "Series 2013 Bonds") pursuant to a Nineteenth Supplemental Indenture of Trust, dated as of June 1, 2013 between the City and the Trustee for the purpose of refunding the Series 2003A Bonds (the outstanding Series 2013 Bonds, together with the outstanding Series 2005 Bonds, Series 2007A Bonds, Series 2007B Bonds, Series 2009A-1 Bonds, Series 2011B Bonds and Series 2012 Bonds are hereinafter referred to as the "Outstanding Bonds");

WHEREAS, the City is authorized under the Constitution and laws of the State of Missouri, the Voter Approval and its ordinances to issue, sell and negotiate its interest-bearing revenue bonds for the purpose of financing or refinancing all or a part of the costs of purchasing, constructing, extending or improving airports;

WHEREAS, the City, acting through its duly authorized officers and in order to achieve debt service savings with respect to the Airport's bond financings, may determine to issue and sell, pursuant to a Twentieth Supplemental Indenture of Trust between the City and the Trustee (the "Twentieth Supplemental Indenture"), its Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (Lambert-St. Louis International Airport) (the "Series 2015 Bonds") to refund all or a portion (including but not limited to principal plus interest, principal-only and/or interest-only portions) of the Series 2005 Bonds, in an aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000) in one or more series, the proceeds of which, together with other available funds, if any, that may be transferred for such purposes, shall be used for the purposes described herein, and the issuance and sale of the Series 2015 Bonds pursuant to any such determination and the application of the proceeds thereof and of other transferred funds will serve a public purpose and is in the best interest of the City;

WHEREAS, in connection with the issuance of the Series 2015 Bonds, it is necessary for the City to enter into the Twentieth Supplemental Indenture, the Bond Purchase Agreement (as hereinafter defined), the Tax Certificate (as hereinafter defined), the Escrow Agreement (as hereinafter defined), the Continuing Disclosure Agreement (as hereinafter defined) and certain other agreements; and

WHEREAS, the Series 2015 Bonds shall state that the Series 2015 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation and the taxing power of the City is not pledged to the payment of the principal of, premium, if any, or interest on the Series 2015 Bonds;

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

SECTION ONE. Authorization of the Series 2015 Bonds.

The City does hereby authorize and direct the issuance of the Series 2015 Bonds to refund all or a portion of the Series 2005 Bonds to provide for debt service savings with respect to the Airport's bond financings. The City does hereby find and declare that this Ordinance is being enacted pursuant to the laws of the State of Missouri, including particularly Chapter 108, Missouri Revised Statutes, 2000, as amended, and that the issuance of the Series 2015 Bonds is for the public purposes set forth in this Ordinance.

SECTION TWO. Maximum Principal Amount, Purpose and Terms and Provisions of the Series 2015 Bonds.

The Board of Aldermen does hereby authorize the City to issue the Series 2015 Bonds in one or more series in an aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000). The proceeds of the Series 2015 Bonds shall, together with other available funds, if any, be used to refund all or a portion of the outstanding Series 2005 Bonds (determined as described below), to provide for the funding of any required reserve funds, to pay certain costs of issuance of the Series 2015 Bonds and to pay other related transaction costs with respect to the Series 2015 Bonds. Subject to the terms of this Ordinance, the City hereby authorizes and directs the Mayor of the City (the "Mayor") and the Comptroller of the City (the "Comptroller") in the exercise of their sole discretion (a) to determine and establish the aggregate principal amount of the Series 2015 Bonds and (b) to determine and establish the other terms and provisions of the Series 2015 Bonds. The outstanding Series 2005 Bonds to be refunded by the Series 2015 Bonds (the "Refunded Bonds") shall be selected by the Comptroller in consultation with the City Counselor and the City's financial advisors.

SECTION THREE. Source of Repayment; Security; Pledge.

The Series 2015 Bonds shall be secured and payable, as to principal, premium, if any, and interest, solely from the sources and funds pledged under the Revised Indenture, including the Revenues derived from the operation of the Airport (the "Revenues"). The Series 2015 Bonds shall be limited obligations of the City payable solely from Revenues and other funds as provided in the Revised Indenture and shall not be deemed to be an indebtedness of the State of Missouri, the City or of any political subdivision thereof, and shall not be deemed to be an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

The Series 2015 Bonds shall be issued in one or more series, bear such date or dates, mature at such time or times (not exceeding thirty (30) years from their date of issuance), bear interest at such rate or rates (not exceeding limitations set forth herein) and be subject to redemption at such time or times as shall be approved by the Mayor and the Comptroller and provided for in the Twentieth Supplemental Indenture as executed and delivered by the City.

The Series 2015 Bonds shall be issuable in such denominations, be in fully registered form without coupons, carry such registration and exchange privileges, and be payable in such medium of payment and at such place or places as the Revised Indenture may provide.

SECTION FOUR. Appointment of Trustee, Bond Registrar, Paying Agent and Escrow Agent, if any.

UMB Bank, N.A. is hereby appointed Trustee, Bond Registrar and Paying Agent for the Series 2015 Bonds under the Revised Indenture and as Escrow Agent, if any, for the Refunded Bonds pursuant to the Revised Indenture. Such appointments will be effective, with respect to the Series 2015 Bonds, immediately upon the execution and filing of the Twentieth Supplemental Indenture with the Trustee and, with respect to the Series 2015 Bonds, immediately upon the execution and filing of the Twentieth Supplemental Indenture with the Trustee.

SECTION FIVE. Authority to Prepare, Execute, Acknowledge and Deliver the Twentieth Supplemental Indenture.

The Mayor and the Comptroller are hereby authorized and directed to prepare, execute, acknowledge and deliver the Twentieth Supplemental Indenture, in substantially the form attached hereto as Exhibit 1, with terms that may include, but not be limited to, all provisions and terms as may be necessary or desirable to provide for the issuance of the Series 2015 Bonds, the payment terms of the Series 2015 Bonds, the interest rate or rates on the Series 2015 Bonds, the creation of various funds and/or accounts relating to the Series 2015 Bonds, the security for the Series 2015 Bonds and any necessary, conforming or clarifying amendments to the Revised Indenture, the same to be attested by the Register of the City, with such changes therein as shall be approved by such persons executing such document, all as determined by the Mayor and the Comptroller, such persons' execution to constitute conclusive evidence of such approval, and the Register is hereby authorized to affix to the Twentieth Supplemental Indenture the corporate seal of the City. The Twentieth Supplemental Indenture shall be effective immediately upon the filing of the Twentieth Supplemental Indenture with the Trustee.

The Mayor and the Comptroller are hereby authorized and directed, subject to the determinations set forth in Section Two

hereof, to prepare, execute, acknowledge and deliver the Twentieth Supplemental Indenture, in substantially the form attached hereto as Exhibit 1, with terms that may include, but not be limited to, all provisions and terms as may be necessary or desirable to provide for the issuance of the Series 2015 Bonds, the payment terms of the Series 2015 Bonds, the interest rate or rates on the Series 2015 Bonds, the creation of various funds and/or accounts relating to the Series 2015 Bonds, the security for the Series 2015 Bonds and the refunding of the Refunded Bonds, the same to be attested by the Register of the City, with such changes therein as shall be approved by such persons executing such document, all as determined by the Mayor and the Comptroller, such persons' execution to constitute conclusive evidence of such approval, and the Register is hereby authorized to affix to the Twentieth Supplemental Indenture the corporate seal of the City. The Twentieth Supplemental Indenture shall be effective immediately upon the filing of the Twentieth Supplemental Indenture with the Trustee.

SECTION SIX. Execution of Series 2015 Bonds.

The Series 2015 Bonds and the Series 2015 Bonds (subject to the determinations set forth in Section Two hereof) shall be executed on behalf of the City in the manner provided in the Twentieth Supplemental Indenture and Twentieth Supplemental Indenture, respectively. If any officer of the City who shall have signed or sealed any of the Series 2015 Bonds shall cease to be such officer before the Series 2015 Bonds so signed and sealed shall have been actually authenticated by the Trustee, or delivered by the City, such Series 2015 Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person who signed or sealed such Series 2015 Bonds had not ceased to be such officer of the City; and also any such Series 2015 Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Series 2015 Bonds, shall be the proper officers of the City, although at the dated date of such Series 2015 Bonds any such person shall not have been such officer of the City.

SECTION SEVEN. Manner of Sale of the Series 2015 Bonds; Application of Proceeds of the Series 2015 Bonds.

The Series 2015 Bonds may be sold at the best price obtainable at a negotiated sale as the Comptroller shall determine in her sole discretion, subject to the terms of this Ordinance and to the interest rate and par value limitations set forth in Chapter 108.170, Missouri Revised Statutes, 2004, as amended. The proceeds from the sale of the Series 2015 Bonds shall be applied by the City simultaneously with the delivery of the Series 2015 Bonds in accordance with the provisions of the Twentieth Supplemental Indenture, and the Escrow Agreement, if any.

SECTION EIGHT. Bond Purchase Agreement.

In connection with a negotiated sale of the Series 2015 Bonds, the City hereby authorizes and directs the Mayor and the Comptroller to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") with the purchaser or purchasers of the Series 2015 Bonds (the "Underwriters"), which purchaser or purchasers will be led by a senior managing underwriter (the "Managing Underwriter") to be selected by the Comptroller, such Bond Purchase Agreement to set forth the terms of sale and to contain such other customary terms and provisions as the Mayor and the Comptroller shall approve, the Mayor's and the Comptroller's execution of the Bond Purchase Agreement to constitute conclusive evidence of such approval. The Series 2015 Bonds are hereby authorized to be sold to the Underwriters pursuant to the Bond Purchase Agreement.

SECTION NINE. Investment of Series 2015 Refunding Bond Proceeds; Investment Agreements and Escrow Agreement, if any.

In connection with the refunding of the Refunded Bonds, the Treasurer of the City (the "Treasurer") is hereby authorized to purchase U.S. Treasury securities or other securities permitted by the Restated Indenture or to enter into such investment agreements, as the Treasurer shall deem necessary and appropriate to provide for the investment of the proceeds of any Series 2015 Bonds. In connection with the application of such proceeds of such Series 2015 Bonds toward the refunding of the Refunded Bonds, the City hereby authorizes and directs the Mayor, the Comptroller and the Treasurer to enter into one or more escrow agreements (the "Escrow Agreement"), if any, with the Escrow Agent, such Escrow Agreement to provide for the investment of the proceeds of the Series 2015 Bonds and the application of such amounts to the payment of any Refunded Bonds.

SECTION TEN. Official Statement and Continuing Disclosure Agreement.

The Mayor and the Comptroller, with the advice and concurrence of the City Counselor, in connection with the public offering of the Series 2015 Bonds, are hereby authorized to prepare a Preliminary Official Statement for and on behalf of the City containing such disclosure and other matters deemed material, necessary or appropriate, as the Mayor and the Comptroller shall deem advisable. The Mayor and the Comptroller are hereby authorized to deliver certifications to the effect that the Preliminary Official Statement and the final Official Statement, together with such other documents, if any, described in such certificates, were deemed final as of their respective dates for the purposes of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"). The

Mayor and the Comptroller are each hereby authorized to make public and to permit the Underwriters and the City's financial advisors to use and distribute the Preliminary Official Statement in connection with the sale of the Series 2015 Bonds. The Mayor and the Comptroller, with the advice and concurrence of the City Counselor, in connection with the public offering of the Series 2015 Bonds, are each hereby authorized and directed to prepare, execute and deliver a final Official Statement for and on behalf of the City, and the Mayor and the Comptroller are hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City and the Trustee in a form necessary for the Underwriters to comply with Rule 15c2-12.

SECTION ELEVEN. Credit Enhancement or Surety.

Upon the recommendation of the Managing Underwriter and the City's financial advisors with respect to the Series 2015 Bonds and/or the Series 2015 Bonds, based upon a cost-benefit analysis, the Comptroller is hereby authorized to negotiate and approve the terms of any agreement for credit enhancement (which term, as used herein, includes, without limitation, bond insurance and sureties, including for the purpose of funding any reserve fund with respect to the Series 2015 Bonds) and to purchase credit enhancement with respect to the Series 2015 Bonds and/or the Series 2015 Bonds and related obligations from one or more recognized providers of credit enhancement with respect to all or a portion of the Series 2015 Bonds and/or the Series 2015 Bonds and to execute any agreement for credit enhancement with respect to the Series 2015 Bonds and/or the Series 2015 Bonds and related obligations and other documents in connection therewith as necessary to obtain credit enhancement with respect to the Series 2015 Bonds and/or the Series 2015 Bonds and related obligations. The fees payable with respect to any credit enhancement acquired for the Series 2015 Bonds and/or the Series 2015 Bonds and related obligations shall be payable out of the proceeds thereof as a cost of issuance.

SECTION TWELVE. Authorized Officials; Further Authority.

The Mayor, the Comptroller, the Treasurer, 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 execute and deliver the Series 2015 Bonds, the Series 2015 Bonds, the Twentieth Supplemental Indenture, a Tax and Non-Arbitrage Certificate with respect to the Series 2015 Bonds (the "Tax Certificate"), the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Escrow Agreement, if any, any Interest Rate Exchange Agreement (as defined in the Restated Indenture), any investment or related agreements and any agreements for credit enhancement (collectively, the "Bond Documents"), and all documents and other instruments which may be required under the terms of the Revised Indenture, the Bond Documents and this Ordinance, including, without limitation, applications, notices and other forms required to qualify the Series 2015 Bonds for sale under state securities or "Blue Sky" laws. The Mayor, the Comptroller, the Treasurer, the Register and other appropriate officers, agents and employees of the City, with the advice and concurrence of the City Counselor, are hereby further authorized and empowered to execute such documents and to take such actions as are necessary or appropriate in connection with the issuance and sale of the Series 2015 Bonds and the consummation of the transactions contemplated hereby, including, but not limited to the amendment or termination of existing forward delivery agreements, reserve fund agreements and investment contracts, as the Mayor and the Comptroller may deem necessary or desirable; provided, however, that any forward delivery agreements, reserve fund agreements and investment contracts shall be authorized, negotiated and approved by the Treasurer.

SECTION THIRTEEN. Repeal of Conflicting Ordinances.

All provisions of other Ordinances of the City which are in conflict with this Ordinance, the Twentieth Supplemental Indenture approved hereby (as executed and delivered) or the Revised Indenture shall be of no further force or effect on the City upon issuance and sale of the Series 2015 Bonds.

SECTION FIFTEEN. 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 illegal, unconstitutional or ineffective, the remaining sections of this Ordinance are valid unless the court finds 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 incapable of being executed in accordance with the legislative intent.

EXHIBIT 1

TWENTIETH SUPPLEMENTAL INDENTURE OF TRUST

between

THE CITY OF ST. LOUIS, MISSOURI,

as Grantor

and

UMB BANK, N.A.,

as Trustee

\$ _____

THE CITY OF ST. LOUIS, MISSOURI

AIRPORT REVENUE REFUNDING BONDS,

SERIES 2015 (NON-AMT)

(LAMBERT— ST. LOUIS INTERNATIONAL AIRPORT®)

Dated as of _____ 1, 2015

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TWENTIETH SUPPLEMENTAL INDENTURE OF TRUST

THIS TWENTIETH SUPPLEMENTAL INDENTURE OF TRUST (this "Twentieth Supplemental Indenture"), dated as of _____, 2015, is made by and between The City of St. Louis, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the "City"), and UMB Bank, N.A., a national banking association organized and existing under the laws of the United States of America, having a place of business in the City and duly authorized to exercise corporate trust powers, as trustee (in such capacity herein, and as successor in interest to Mercantile Trust Company National Association and State Street Bank and Trust Company of Missouri, N.A., together with any successor in such capacity, referred to herein as the "Trustee"):

WITNESSETH:

WHEREAS, Lambert-St. Louis International Airport (the "Airport") is owned by the City and operated by the Airport Authority of the City (the "Airport Authority");

WHEREAS, pursuant to Article VI, Section 27 of the Constitution of the State of Missouri, as amended, and various ordinances of the City, the City executed and delivered to the Trustee an Indenture of Trust dated as of October 15, 1984 (the "Original Indenture") between the City and the Trustee providing for the issuance from time to time of series of airport revenue bonds of the City, unlimited in aggregate principal amount, except as in the Original Indenture provided or as limited by law, which Original Indenture, as previously amended, supplemented and restated, was amended, restated and superseded by that certain Amended and Restated Indenture of Trust dated as of July 1, 2009 (the "Restated Indenture") (the Original Indenture, as amended and restated by the Restated Indenture, and as amended and supplemented by the Seventeenth Supplemental Indenture of Trust dated as of June 1, 2011 and by the Eighteenth Supplemental Indenture of Trust dated as of June 1, 2012, and hereby, is referred to herein as the "Indenture");

WHEREAS, pursuant to a special election held on November 5, 1991, the qualified voters of the City approved the issuance by the City of airport revenue bonds in the aggregate principal amount of One Billion Five Hundred Million Dollars (\$1,500,000,000) for the purpose of paying the costs of purchasing, constructing, extending and improving the airports of the City (the "1991 Voter Approval"); and pursuant to a special election held on April 8, 2003, the qualified voters of the City approved the issuance by the City of airport revenue bonds in the aggregate principal amount of Two Billion Dollars (\$2,000,000,000) for the purpose of paying the costs of purchasing, constructing, extending and improving the airports of the City (the "2003 Voter Approval", and together with the 1991 Voter Approval, the "Voter Approval"), thereby establishing a total Voter Approval of Three Billion Five Hundred Million Dollars (\$3,500,000,000);

WHEREAS, the City desires to issue its Series 2015 Bonds (hereinafter defined) to refund certain of the City's outstanding Bonds, as hereinafter specified, and in connection therewith to provide for the funding of a Debt Service Reserve Account for the Series 2015 Bonds, and to make certain transfers of funds and to pay certain costs of issuing the Series 2015 Bonds;

WHEREAS, pursuant to Ordinance Number _____, adopted by the Board of Aldermen on _____, 2015, and approved by the Mayor on _____, 2015 (the "Ordinance"), the City is authorized to issue its Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (Lambert-St. Louis International Airport) (the "Series 2015 Bonds"), and to supplement and amend the Indenture in connection therewith, under authority of Article VI, Sections 27(a) and 28, of the Missouri Constitution (the "Constitution"), the statutes of the State of Missouri and the Voter Approval;

WHEREAS, pursuant to Sections 1101(5) and (9) of the Indenture, a Supplemental Indenture may be executed to provide for the issuance of a Series of Bonds;

WHEREAS, the Series 2015 Bonds and any Additional Bonds issued pursuant to the Indenture shall state that the principal of, premium, if any, and interest thereon are payable solely from the Revenues to be derived by the City from the operation of the Airport and certain funds pledged therefor under the Indenture and that such Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment thereof, either as to principal, premium or interest;

WHEREAS, this Twentieth Supplemental Indenture provides for the issuance of the Series 2015 Bonds in the form, having the characteristics and being secured and entitled to the benefits as provided in the Indenture, including certain related transfers of funds;

WHEREAS, the Trustee agrees to accept and administer the trusts created hereby; and

WHEREAS, all things necessary to make the Series 2015 Bonds, when issued, executed and delivered by the City and

authenticated by the Trustee, to the extent required pursuant to the Indenture, the valid, binding and legal limited obligations of the City and to constitute this Twentieth Supplemental Indenture as a valid assignment and pledge of the Revenues herein pledged to the payment of the principal, Redemption Price and interest on the Series 2015 Bonds, as described herein, and a valid assignment and pledge of certain rights of the City, have been done and performed; and the creation, execution and delivery of this Twentieth Supplemental Indenture, and the execution, issuance and delivery of the Series 2015 Bonds, subject to the terms hereof, have in all respects been duly authorized,

NOW, THEREFORE, THIS TWENTIETH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH:

That as security for payment of the principal, Redemption Price of and interest on the Bonds, including the Series 2015 Bonds, and any Additional Bonds issued from time to time under the Indenture and any additional Supplemental Indentures authorized and executed pursuant to the Indenture, and for any funds which may be advanced by the Trustee pursuant hereto, the City does hereby pledge to the Trustee a security interest in and to all the property described in the granting clauses of the Indenture and all proceeds of any of the foregoing (collectively, the "Trust Estate") and does hereby by these presents pledge, assign, grant, bargain and sell, convey and confirm to the Trustee a security interest in and to the same.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned or agreed or intended to be conveyed and assigned to the Trustee and its successors in such trust and their assigns forever.

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Bonds issued under and secured by the Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others upon the terms and conditions hereinafter stated and except as otherwise herein expressly provided or provided in the Indenture.

SUBJECT TO the application of the proceeds of sale of the Series 2015 Bonds and the Revenues to the purposes and on the conditions permitted by the Indenture.

The City hereby covenants and agrees with the Trustee and with the Owners of the Series 2015 Bonds, as follows:

**ARTICLE I.
DEFINITIONS AND INTERPRETATIONS**

Section 1.01 Definitions. Capitalized terms used and not defined herein or in the above Recitals shall have the following meanings, unless a different meaning clearly appears from the context, and terms not defined herein shall retain the meanings given to such terms in the Indenture:

"*Airport Authority*" means the entity that was created by the City's Board of Aldermen pursuant to an ordinance in 1968 and that operates the Airport and consists of the Airport Commission, the Airport Authority's Chief Executive Officer and other managers and personnel required to operate the Airport, or any subsequent entity created by the City's Board of Aldermen to operate the Airport.

"*Beneficial Owner*" means, for any Bond which is held by a nominee, the beneficial owner of such Bond.

"*Bond*" or "*Bonds*" means the Series 2015 Bonds and any other bond or bonds, as the case may be, authenticated and delivered under and pursuant to the Indenture.

"*Bond Counsel*" means _____ and _____, St. Louis, Missouri, as co-Bond Counsel or any other attorney or firm of attorneys nationally recognized on the subject of municipal bonds selected by the City and acceptable to the Trustee.

"*Bondholder*," "*Bondowner*," "*Holder of the Series 2015 Bonds*" or "*Owner*" or any similar term means any person who shall be the registered owner of any Bond or Bonds.

"*Business Day*" means any day of the year other than (a) a Saturday or Sunday or (b) any day on which banks located in New York, New York, St. Louis, Missouri or Kansas City, Missouri are required or authorized by law to remain closed.

"*Continuing Disclosure Agreement*" means that certain Continuing Disclosure Agreement executed and delivered by the City and the Dissemination Agent with respect to the Series 2015 Bonds.

“*Dissemination Agent*” means UMB Bank, N.A., and any successor dissemination agent under the Continuing Disclosure Agreement.

“*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the New York Banking Law, as amended, a “banking organization” within the meaning of the New York Banking Law, as amended, a member of the Federal Reserve System, a “clearing corporation,” within the meaning of the New York Commercial Code, as amended, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities and Exchange Act of 1934, as amended, and its successors and assigns.

“*Interest Payment Date*” means _____ 1 and _____ 1 of each year beginning _____ 1, 2015.

“*Paying Agent*” means UMB Bank, N.A., as Paying Agent with respect to the Refunded Bonds.

“*Principal Payment Date*” means _____ 1 of each year beginning _____ 1, 20__.

“*Record Date*” means the 15th day of the month preceding an Interest Payment Date.

“*Redemption Price*” means, with respect to any Series 2015 Bond, the amount payable upon redemption thereof pursuant to Article II of this Twentieth Supplemental Indenture.

“*Refunded Bonds*” means the Series 2005 Bonds being defeased and refunded pursuant to this Twentieth Supplemental Indenture as more fully described on Exhibit B hereto.

“*Series 2005 Bonds*” means the “Airport Revenue Refunding Bonds, Series 2005 (Non-AMT) (Lambert-St. Louis International Airport).”

“*Series 2015 Debt Service Reserve Requirement*” means, as of any date of calculation for the then Outstanding Series 2015 Bonds, an amount equal to the least of (i) 10% of the proceeds of the Series 2015 Bonds, (ii) the maximum annual debt service on the Series 2015 Bonds or (iii) 125% of the average annual debt service on the Series 2015 Bonds.

“*Series 2015 Bonds*” means the \$_____ “Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (Lambert-St. Louis International Airport).”

“*Tax Certificate*” means the Tax Certificate to be delivered by the City to evidence compliance with the provisions of Sections 103 and 141-150 of the Code.

“*Trustee*” means UMB Bank, N.A., a national banking association, and any successor trustee under the Indenture, acting in its trust capacity.

“*Underwriters*” means those underwriters identified in the Bond Purchase Agreement relating to the sale, purchase and delivery of the Series 2015 Bonds.

Section 1.02 Rules of Interpretation. For purposes of this Twentieth Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) The words “herein,” “hereof” and “hereunder” and other similar words refer to the Indenture as a whole and not to any particular Article, Section or other subdivision.

(b) The definitions in this Article are applicable whether the terms defined are used in the singular or the plural and words importing a person shall include firms, partnerships, limited liability companies, associations and corporations, including public bodies, as well as natural persons.

(c) All accounting terms which are not defined in the Indenture have the meanings assigned to them in accordance with then applicable generally accepted accounting principles.

(d) Any pronouns used in this Twentieth Supplemental Indenture include both the singular and the plural and cover both genders and the neuter.

(e) Any terms defined in this Twentieth Supplemental Indenture have the meanings attributed to them where defined.

Any capitalized terms used herein and not defined shall have the same meaning ascribed to such terms as in the Indenture.

(f) Words referring to the redemption or calling for redemption of Series 2015 Bonds shall not be deemed to refer to the payment of Series 2015 Bonds at their stated maturity.

(g) The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent, or control or affect the meaning or construction, of any provisions or sections hereof.

(h) The Section numbers are those of this Twentieth Supplemental Indenture unless stated otherwise.

(i) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

**ARTICLE II.
AUTHORIZATION OF SERIES 2015 BONDS**

Section 2.01 Authorization and Purpose. The City hereby authorizes the issuance of an additional Series of Bonds pursuant to the Indenture, consisting of the Series 2015 Bonds. The purpose for which the Series 2015 Bonds are being issued is to refund the Refunded Bonds and to pay certain of the costs of issuing the Series 2015 Bonds and, in connection therewith, to provide for the funding of a Debt Service Reserve Account and to make certain transfers of funds.

Section 2.02 Principal Amount, Designation and Series. The Series 2015 Bonds are entitled to the benefit, protection and security of the Indenture. The Series 2015 Bonds are hereby authorized to be issued in the aggregate principal amount of \$_____. The Series 2015 Bonds shall be designated and distinguished from the Bonds of all other Series by the title “Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (Lambert-St. Louis International Airport)” The Series 2015 Bonds are being issued as the \$_____ The City of St. Louis, Missouri Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (Lambert–St. Louis International Airport).

Section 2.03 Date, Maturities and Interest. The Series 2015 Bonds shall be issued, transferred and exchanged only in fully registered form and shall be dated the date of their original issuance and delivery. The Series 2015 Bonds shall mature on July 1 in the years and in the principal amounts and shall bear interest at the rates per annum, as follows:

Series 2015 Bonds

Maturity (____1)	Principal Amount	Interest Rate

The Series 2015 Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their dated or from the most recent Payment Date to which interest has been paid or duly provided for, payable semiannually on ____ 1 and ____ 1 in each year, beginning ____ 1, 2015.

Section 2.04 Sale, Denominations, Numbers and Letters. The Series 2015 Bonds shall be sold to the Underwriters through a negotiated sale or sales. The Series 2015 Bonds shall be issued in denominations of \$5,000 and integral multiples thereof. The Series 2015 Bonds shall be substantially in the form set forth in Exhibit A to this Twentieth Supplemental Indenture. The Series 2015 Bonds shall be numbered from one consecutively upward in order of issuance, with the number on each Series 2015 Bond preceded by the letter “R-.”

Section 2.05 Places of Payment. The principal of the Series 2015 Bonds shall be payable by check or draft at maturity or when otherwise due upon presentment and surrender thereof at the principal payment office of the Trustee or at the office of any Paying Agent, to the persons in whose names the Series 2015 Bonds are registered on the registration books maintained by the

Trustee as Bond Registrar. Interest on the Series 2015 Bonds will be paid by check or draft drawn upon the Trustee payable to the Owners thereof in accordance with Section 401.E of the Indenture. Registered Owners of Series 2015 Bonds of at least \$1,000,000 may receive payments of interest by electronic transfer upon written notice provided by the registered Owner to the Trustee with the relevant instructions not later than five (5) days prior to the Record Date for such interest payment, such instructions to include the name of the bank (which shall be in the continental United States), its address, ABA routing number and the account number to which such payments shall be directed.

Section 2.06 Redemption. [The Series 2015 Bonds are not subject to redemption prior to maturity.] [The Series 2015 Bonds are subject to redemption prior to maturity in the sole discretion of the City from any source, in whole or in part at any time, as determined by the City (and within any maturity as selected by the Trustee in such equitable manner as it shall determine), on and after _____ 1, 20__, at the Redemption price of ___% of the principal amount of the Series 2015 Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.]

The City shall, not less than forty-five days prior to any redemption date, notify the Trustee in writing of the redemption date, the principal amount of Series 2015 Bonds to be redeemed and any other necessary particulars under the optional redemption provisions of this Section 2.06.]

[Section ____ Notice of Redemption. Notice of redemption for any or all of the Series 2015 Bonds shall be provided by the Trustee in the manner set forth in Section 605 of the Indenture. In accordance with Section 606 of the Indenture, if, at the time of mailing of the notice of any optional redemption, there has not been deposited with the Trustee moneys sufficient to redeem all the Series 2015 Bonds called for redemption, the notice may state that it is conditional on the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date. Such notice will be of no effect and the Redemption Price for such optional redemption will not be due and payable unless such moneys are so deposited.]

Section 2.07 Conditions Precedent. The Series 2015 Bonds shall be executed by the City and delivered to the Trustee and shall thereupon be authenticated by the Trustee and delivered to the City or upon its order but only upon the receipt by the Trustee of the documents and monies required by the provisions of this Article II and Sections 302 and 305 of the Indenture.

Section 2.08 Execution and Forms of Series 2015 Bonds and Authentication Certificate.

(a) The Series 2015 Bonds and the Certificate of Authentication and Form of Assignment thereon shall be in substantially the forms set forth in Exhibit A attached hereto, with such insertions or omissions, endorsements, modifications and variations as may be necessary or advisable to reflect the details and purpose of issuance of the Series 2015 Bonds and the provisions of the Indenture.

(b) CUSIP identification numbers may be included herein and printed on the Series 2015 Bonds, but such numbers shall not be deemed to be a part of the Series 2015 Bonds or a part of the contract evidenced thereby and no liability shall hereafter attach to the City, the Trustee or any of the officers or agents thereof because of or on account of said CUSIP identification numbers.

**ARTICLE III.
BOOK ENTRY SYSTEM FOR SERIES 2015 BONDS**

Section 3.01 Book-Entry Bonds; Securities Depository. The Series 2015 Bonds shall initially be registered to Cede & Co., the nominee for The Depository Trust Company, New York, New York (the "Securities Depository"), and no Beneficial Owner will receive certificates representing its respective interest in the Series 2015 Bonds, except in the event the Trustee issues replacement bonds as provided in this Section. It is anticipated that during the term of the Series 2015 Bonds, the Securities Depository will make book-entry transfers among its participants ("Participants") and receive and transmit payment of principal of, premium, if any, and interest on, the Series 2015 Bonds to the Participants until and unless the Trustee authenticates and delivers replacement bonds to the Beneficial Owners as described in the following paragraph.

(a) If the City determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system (to the exclusion of any Series 2015 Bonds being issued to any Bondowner other than Cede & Co.) is no longer in the best interests of the Beneficial Owners of the Series 2015 Bonds, or if the Trustee receives written notice from Participants representing interests in not less than 50% of the Series 2015 Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system (to the exclusion of any Series 2015 Bonds being issued to any Bondowner other than Cede & Co.) is no longer in the best interests of the Beneficial Owners of the Series 2015 Bonds, then the Trustee shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Trustee

shall register in the name of and authenticate and deliver replacement bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the City, with the consent of the Trustee, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Series 2015 Bond is registered in the name of the Securities Depository or its nominee. Upon the issuance of replacement bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such replacement bonds. If the Securities Depository resigns and the City, the Trustee or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of replacement bonds to Owners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names and addresses of and principal amounts owned by of the Beneficial Owners of the Series 2015 Bonds. The cost of printing, registration, authentication, and delivery of replacement bonds shall be paid for by the City.

(b) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. Upon receipt of a Series 2015 Bond for cancellation the Trustee shall cause the delivery of a Series 2015 Bond to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE IV.

CREATION OF ACCOUNTS; APPLICATION OF FUNDS; DEBT SERVICE RESERVE REQUIREMENT

Section 4.01 Creation of Accounts.

- (a) The following sub-accounts are hereby created within the specified Accounts established by the Indenture:
- (i) the Series 2003A Refunding Sub-Account (the "Series 2003A Refunding Sub-Account") of the Debt Service Account of the Airport Bond Fund;
 - (ii) the Series 2015 Debt Service Reserve Sub-Account (the "Series 2015 Debt Service Reserve Sub-Account") of the Debt Service Reserve Account of the Airport Bond Fund;
 - (iii) the Series 2015 Debt Service Sub-Account (the "Series 2015 Debt Service Sub-Account") of the Debt Service Account of the Airport Bond Fund; and
 - (iv) the Series 2015 Costs of Issuance Sub-Account (the "Series 2015 Costs of Issuance Sub-Account") to be held by the Trustee and used to pay the Costs of Issuance of the Series 2015 Bonds, with any balance remaining after _____, 201_ to be transferred to the Revenue Fund.

(b) The sub-accounts created pursuant to Section 4.01(a) are hereinafter referred to collectively as the 2015 Accounts. Each of the 2015 Accounts shall be used for the same purposes as the respective fund or account to which it relates. Moneys on deposit in each of the 2015 Accounts pursuant to this Section 4.01 shall be held and used for purposes and on the conditions specified in the Indenture. Money credited to the 2015 Accounts may be held by the City, in the case of funds deposited with the City under the Indenture, or by the Trustee, in the case of funds deposited with the Trustee under the Indenture. However, the investment of monies with respect to each of the 2015 Accounts shall be separately made and maintained. The investment earnings of any of the 2015 Accounts shall be transferred to the Revenue Fund as provided in the Indenture.

(c) The City and the Trustee, as the case may be, may eliminate any of the aforementioned 2015 Accounts and transfer all amounts therein to the related Fund if both receive the written opinion of Bond Counsel that the failure to maintain such account will not adversely affect the tax-exempt status of interest on the Series 2015 Bonds.

Section 4.02 Application of Proceeds of Series 2015 Bonds. On the date of delivery of the Series 2015 Bonds, the proceeds of the Series 2015 Bonds in the amount of \$_____ (which amount constitutes the aggregate principal amount of the Series 2015 Bonds plus original issue premium on the Series 2015 Bonds of \$_____, less the Underwriters' discount of \$_____, shall be delivered or caused to be delivered by the City to the Trustee for application as follows:

- (a) \$ _____ of the proceeds of the Series 2015 Bonds shall be deposited into the Series 2015 Costs of Issuance Sub-Account to be used to pay costs of issuance of the Series 2015 Bonds; and
- (c) \$ _____ of the proceeds of the Series 2015 Bonds, shall be deposited into the Series 2005 Refunding Sub-Account, to be held as uninvested cash for the refunding and redemption of the Refunded Bonds on _____, 2015.

Section 4.03 Transfers of Amounts held Under the Indenture. On the date of issuance of the Series 2015 Bonds, the Trustee is hereby instructed to transfer the following amounts held under the Indenture:

- (a) \$ _____ of the funds on deposit in the Series 2005 Debt Service Sub-Account shall be transferred to the 2005 Refunding Sub-Account to satisfy the principal and interest payment due on _____, 2015 on the Series 2005 Refunding Bonds;
- (b) \$ _____ of the funds on deposit in the Series 2005 Debt Service Reserve Sub-Account shall be transferred to the Series 2015 Debt Service Reserve Sub-Account to satisfy the Series 2015 Debt Service Reserve Requirement;
- (c) \$ _____ of the funds on deposit in the Series 2005 Debt Service Reserve Sub-Account shall be transferred to the Series 2015 Costs of Issuance Sub-Account to be used to pay costs of issuance of the Series 2015 Bonds; and
- [(d) \$ _____ of the funds on deposit in the Series 2005 Debt Service Reserve Sub-Account shall be transferred to the City and deposited in the Debt Service Stabilization Fund.]

Section 4.04 Series 2015 Bonds Debt Service Reserve Requirement.

- (a) The Series 2015 Debt Service Reserve Requirement shall initially be \$ _____.
- (b) The Series 2015 Debt Service Reserve Requirement shall be funded by the deposit of the amount set forth in Section 4.03(b) hereof in the Series 2015 Debt Service Reserve Sub-Account.

**ARTICLE V.
MISCELLANEOUS**

Section 5.01 Provisions of Indenture. Except as otherwise provided by this Twentieth Supplemental Indenture, all of the provisions, terms and conditions of the Indenture shall continue in full force and effect.

Section 5.02 Counterparts. This Twentieth Supplemental Indenture may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument. In addition, 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.

Section 5.03 Supplemental Indenture. This Twentieth Supplemental Indenture is being executed and delivered pursuant to Sections 1101(5) and 1101(9) of the Indenture.

Section 5.04 Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement and that such Continuing Disclosure Agreement is intended to be for the benefit of the Holders of the Series 2015 Bonds and the Beneficial Owners thereof. Notwithstanding any other provision of the Indenture, failure of the City or the Dissemination Agent to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may, and, upon receipt of satisfactory indemnity at the request of any of the Underwriters or any Bondholder(s) of 25% or more of the Series 2015 Bonds then Outstanding, shall (or any Bondholder of Series 2015 Bonds may) take such actions as may be necessary and appropriate, including seeking a mandamus for specific performance by court order, to cause the City or the Trustee, as the case may be, to comply with their obligations under this Section. A default under the Continuing Disclosure Agreement shall not be a default under the Indenture, and the sole remedy under the Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with the Continuing Disclosure Agreement shall be an action to compel performance.

Section 5.05 Tax Covenants of the City. The City covenants that it will comply with the Tax Certificate and the applicable requirements of the Code throughout the term of the Series 2015 Bonds. The City also covenants that it will neither make nor direct the Trustee to make any investment or other use of the proceeds of the Series 2015 Bonds that would (a) cause the Series 2015 Bonds to be "arbitrage bonds" as that term is defined in Section 148(a) of the Code or (b) cause interest paid on the Series 2015 Bonds to not be excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code or for the Series 2015 Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Trustee covenants that in those instances where it exercises discretion over the investment of funds, it shall not knowingly make any investment inconsistent with the foregoing covenants.

The City covenants that it (a) will take, or use its best efforts to require to be taken, all actions that may be required of the City for the interest on the Series 2015 Bonds to be and remain not included in gross income for federal income tax purposes and (b) will not take or authorize to be taken any actions within its control that would adversely affect that status under the provisions of the Code.

Section 5.06 Defeasance of Refunded Bonds. To accomplish the defeasance of the Refunded Bonds, the City shall cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Refunded Bonds are no longer "Outstanding" under the Indenture, and a certificate of discharge of the Trustee with respect to the Refunded Bonds; such defeasance opinion to be acceptable in form and substance, and addressed, to the City and the Trustee.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has caused this Twentieth Supplemental Indenture to be signed in its name by its Mayor, Comptroller and Treasurer and attested by its Register, and the Trustee, in acceptance of the trusts created hereunder, has caused this Twentieth Supplemental Indenture to be signed in its corporate name by its officer thereunder duly authorized, all as of the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI

[SEAL]

By: _____
Register

By: _____
Mayor

By: _____
Comptroller

Approved as to form:

By: _____
City Counselor

Signature Page 1

TWENTIETH SUPPLEMENTAL INDENTURE

UMB BANK, N.A., as Trustee

[SEAL]

By: _____
Title: _____

Attest:

By: _____
Title: _____

Signature Page 2

TWENTIETH SUPPLEMENTAL INDENTURE

EXHIBIT A

(FORM OF FULLY REGISTERED SERIES 2015 BOND)

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

Registered
No. [R]-_____ \$_____

UNITED STATES OF AMERICA
STATE OF MISSOURI
THE CITY OF ST. LOUIS
AIRPORT REVENUE REFUNDING BOND
SERIES 2015 (NON-AMT)
(Lambert-St. Louis International Airport)

<u>Interest Rate</u> <u>Per Annum</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____ %	_____ 1,	2____ _____, 2015	791638 -

REGISTERED OWNER: CEDE & CO

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF ST. LOUIS (the “City”), a constitutional charter city and political subdivision of the State of Missouri (the “State”), hereby acknowledges itself indebted to, and for value received hereby promises to pay, solely from the revenues and funds pledged therefor as hereinafter provided, to the registered Owner specified above, or registered assigns, on the maturity date specified above, the principal sum specified above, and to pay solely from such revenues and funds pledged therefor, to the registered Owner hereof interest on such principal sum from the dated date specified above at the rate of interest specified above, payable on _____ 1 and _____ 1 in each year commencing _____ 1, 2015, and semiannually thereafter until such principal sum shall be discharged as provided in the Indenture hereinafter mentioned. The principal of this Series 2015 Bond shall be payable by check or draft in lawful money of the United States of America upon presentation at the principal payment office of UMB Bank, N.A., St. Louis, Missouri or at the office of any other Paying Agent appointed pursuant to an Indenture of Trust between the City and UMB Bank, N. A. (as successor to Mercantile Trust Company National Association and State Street Bank and Trust Company of Missouri, N.A.), as trustee (the “Trustee”), dated as of October 15, 1984, as amended and supplemented (the “Original Indenture”), as amended, restated and superseded by the Amended and Restated Indenture of Trust dated as of _____ 1, 2009 between the City and the Trustee, as supplemented and amended, including by the Twentieth Supplemental Indenture dated as of _____, 2015, authorizing the Series 2015 Bonds (as hereinafter defined) (the Original Indenture, as so amended, supplemented and restated is referred to herein as the “Indenture”). Interest on this Bond is payable to the registered Owner hereof as of the fifteenth day of the month, whether or not a business day, next preceding the applicable interest payment date (the “Record Date”) by check or draft in lawful money of the United States of America mailed to the address of such Owner shown on the Series 2015 Bond registration books maintained by the Trustee, as Bond Registrar or by electronic transfer to registered Owners of at least \$1,000,000 in Series 2015 Bonds upon written notice provided by such Owners to the Trustee of the relevant instructions not later than five (5) days prior to the Record Date for such interest payment. Capitalized terms used and not defined herein have the meanings set forth in the Indenture.

Notwithstanding any other provision hereof, this Series 2015 Bond is initially issued in book-entry form and is registered in the name of Cede & Co., as the nominee of DTC, and the payment of principal and interest and the providing of notices and other matters will be made as described in the City’s Blanket Letter of Representation to DTC.

This Series 2015 Bond is one of a duly authorized issue of bonds of the City designated “The City of St. Louis, Missouri, Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (Lambert-St. Louis International Airport)” (the “Series 2015 Bonds”) in the aggregate principal amount of \$ _____, issued under and pursuant to the Indenture. As provided in the Indenture and any additional Supplemental Indentures authorized and executed pursuant to the Indenture, the principal of, premium, if any, and interest

on the Series 2015 Bonds and any other bonds issued under the Indenture are payable solely from and secured by a pledge of the Revenues of the Airport and certain other funds held or set aside under the Indenture. Copies of the Indenture are on file at the offices of the City and at the corporate trust office of the Trustee in the City of St. Louis, Missouri or its successor as trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing this Series 2015 Bond, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the Owner of this Series 2015 Bond with respect thereto and the terms and conditions upon which bonds are issued and may be issued thereunder.

The Series 2015 Bonds and the interest thereon are limited obligations of the City payable solely from a pledge of Revenues, except to the extent payable from the proceeds of the Series 2015 Bonds, income from investments and certain reserves and other moneys which have been pledged as provided in the Indenture to secure payment thereof. The Series 2015 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment hereof, either as to principal, premium or interest. The Series 2015 Bonds are without recourse to the City or the State. The Series 2015 Bonds are not general obligations of the City or the State, are not a pledge and do not involve the faith and credit or the taxing power of the City or the State, do not constitute a debt of the City or the State, and do not constitute lending of the public credit for private undertakings.

As provided in the Indenture, Bonds of the City may be issued from time to time pursuant to Supplemental Indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as provided in the Indenture. The aggregate principal amount of Bonds which may be issued under the Indenture is not limited except as provided in the Indenture or as limited by applicable law, and all Bonds issued and to be issued under the Indenture are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture or any Supplemental Indenture, may be modified or amended by the City, with the written consent of the Owners of at least fifty-one percent (51%) in principal amount of the Bonds then outstanding under the Indenture, and, in case less than all of the series of Bonds would be affected thereby, with such consent of at least fifty-one percent (51%) in principal amount of the Bonds of each series so affected then outstanding under the Indenture; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding under the Indenture, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. The Indenture further provides that certain changes may be made to the Indenture or any supplemental indenture without the consent of the Owners of the Bonds. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereof or a reduction in the principal amount or Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment or shall change or modify any of the rights or obligations of the Trustee or of any Paying Agent without its written consent thereto.

This Series 2015 Bond is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in person, or by his or her duly authorized attorney, upon surrender of this Series 2015 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or his or her duly authorized attorney at the office of the Trustee and thereupon a new Series 2015 Bond or Series 2015 Bonds, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the person in whose name this Series 2015 Bond is registered on the registration books maintained by the Trustee as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes. The Series 2015 Bonds of the issue of which this Series 2015 Bond is one are issuable in the form of registered Bonds without coupons in the denominations of \$5,000 or any integral multiple of \$5,000. Subject to such conditions and upon the payment of such charges, the Owner of any Series 2015 Bond or Series 2015 Bonds may surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Series 2015 Bonds of any other authorized denominations of the same issue.

[The Series 2015 Bonds are not subject to redemption prior to maturity.]

[The Series 2015 Bonds are subject to redemption prior to maturity in the sole discretion of the City from any source, in whole or in part at any time, as determined by the City (and within any maturity as selected by the Trustee in such equitable manner as it shall determine), on and after _____ 1, 20__, at the Redemption price of ___% of the principal amount of the Series 2015 Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.

The City shall, not less than forty-five days prior to any redemption date, notify the Trustee in writing of the redemption date, the principal amount of Series 2015 Bonds to be redeemed and any other necessary particulars under the optional redemption provisions of this Section 2.06.

Notice of redemption for any or all of the Series 2015 Bonds shall be provided by the Trustee in the manner set forth in Section 605 of the Indenture. In accordance with Section 606 of the Indenture, if, at the time of mailing of the notice of any optional redemption, there has not been deposited with the Trustee moneys sufficient to redeem all the Series 2015 Bonds called for redemption, the notice may state that it is conditional on the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date. Such notice will be of no effect and the Redemption Price for such optional redemption will not be due and payable unless such moneys are so deposited.]

As provided in the Indenture, until any termination of the system of book-entry-only transfers through The Depository Trust Company (together with any successor securities depository appointed pursuant to the Indenture, "DTC"), and notwithstanding any other provision of the Indenture to the contrary, a portion of the principal amount of this Bond may be paid or redeemed without surrender hereof to the Paying Agent. DTC or a nominee, transferee or assignee of DTC as owner of this Bond may not rely upon the principal amount indicated hereon as the principal amount hereof outstanding and unpaid. The principal amount hereof outstanding and unpaid shall for all purposes be the amount determined in the manner provided in the Indenture.

Unless this Series 2015 Bond is presented by an authorized officer of DTC (a) to the Paying Agent for registration of transfer or exchange or payment (b) to the Paying Agent for payment of principal, and any Series 2015 Bond issued in replacement thereof or substitution therefor is registered in the name of DTC or its nominee, Cede & Co., or such other name as requested by an authorized representative of DTC and any payment is made to DTC, any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful since the registered Owner hereof, DTC or its nominee, Cede & Co., has an interest herein.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and by the laws of the State of Missouri or the Indenture to exist, to have happened or to have been performed precedent to or contemporaneously with the issuance of this Series 2015 Bond, exist, have happened and have been performed.

This Series 2015 Bond shall not be entitled to any security, right or benefit under the Indenture or be valid or obligatory for any purpose, unless the certificate of authentication hereon has been duly executed by the Trustee.

IN WITNESS WHEREOF, The City of St. Louis has caused this Series 2015 Bond to be executed in its name and on its behalf by the manual or facsimile signatures of the Mayor and the Comptroller and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Register, all as of the date of authentication specified below.

THE CITY OF ST. LOUIS

(SEAL)

By: _____
Mayor

ATTEST

By: _____
Comptroller

By: _____
Register

Approved as to form:

By: _____
City Counselor

CERTIFICATE OF AUTHENTICATION

This Series 2015 Bond is one of the bonds described in the within-mentioned Twentieth Supplemental Indenture. The date of authentication of this Series 2015 Bond is _____, 2015.

UMB BANK, N.A., as Trustee

By: _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(please print or typewrite name and address, including zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF TRANSFEREE:
_____ the within Bond and all rights thereunder,

hereby irrevocably constituting and appointing _____, Attorney, to transfer said Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____
Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution (as defined by SEC Rule 17 Ad-15 (17 CFR 24017 AD-15))

(Signature of registered Owner)
NOTICE: The signature above must correspond with the name of the registered Owner as it appears on the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT B

REFUNDED BONDS

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>

Approved: February 17, 2015

ORDINANCE #69940
Board Bill No. 245

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in excess portion of Holly Hills of an irregular shape at the western line of Grand Ave. adjacent to City Block 5869 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of Holly Hills Boulevard, 85 feet wide; bounded on the North by City Block 5869, on the West by the prolongation Southeastwardly of the Easterly line of the Missouri-Pacific Railroad Company right-of-way, 100 feet wide, and on the South by a line, 5 feet North of and parallel with a concrete bridge abutment, in the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the Southeasterly corner of said City Block 5869, said point being the intersection of the Westerly line of South Grand Boulevard, 80 feet wide, with the Northerly line of Holly Hills Boulevard, 85 feet wide; thence along the Northerly line of said Holly Hills Boulevard, North 56 degrees 28 minutes 23 seconds West, 106.15 feet to its intersection with the Easterly line of the said Missouri-Pacific Railroad Company right-of-way, 100 feet wide; thence along the Southeastwardly prolongation of the said Missouri-Pacific Railroad Company right-of-way, South 03 degrees, 03 minutes 53 seconds East, 85.17 feet; thence along a line 5 feet North of and parallel with a concrete bridge abutment, North 77 degrees 35 minutes 22 seconds East, 71.58 feet; and thence North 51 degrees 47 minutes 22 seconds East, 17.84 feet to the Point of Beginning according to Survey Number 202912-VAC, executed by James Surveying Company, during the month of September, 2013 and October, 2004 and containing 3,907 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: The petitioner is Georgetown Residential, LLC. Vacated area will be used to correct property lines.

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

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

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

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

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

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.

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

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

Approved: February 17, 2015

ORDINANCE #69941
Board Bill No. 246

An ordinance recommended by the Board of Public Service to vacate above surface, surface and sub-service rights for vehicle, equestrian and pedestrian travel in 1. A 60' portion of Wise between Kingshighway and Brother Thornton Way (vac.) abutting 4948-50 Wise (aka Lots 14 and 15 in City Block 3996) and Lots 57 & 58 in City Block 5592. 2. A 210.01 foot portion of the 15 foot wide east/west alley in City Block 3996 abutting 4936-50 Wise and bounded by Wise, Kingshighway, Manchester and Hereford (vac.) in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of a Wise Avenue, 50 feet wide, adjacent to City Block 3996 of the City of St. Louis, Missouri, being more particularly described as follows:

Beginning at the northwest corner of Lot 15 of Block 1 of Boulevard and Park Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 18, page 134 of the St. Louis City Records, said point also being the southeast corner of that part of Wise Avenue vacated by City Ordinance No.66811, said point also being located on the south right-of-way line of above said Wise Avenue; thence departing said south right-of-way line, along the east line of said Vacation Ordinance, North 7 degrees 22 minutes 43 seconds East 50.00 feet to the north right-of-way line of said Wise Avenue; thence along said north right-of-way line, South 83 degrees 01 minutes 47 seconds East, 60 feet; thence departing last said right-of-way line, South 7 degrees 22 minutes 43 seconds West, 50.00 feet to the northeast corner of Lot 14 of above said Subdivision, said point also being located on the south right-of-way line of Wise Avenue; thence along said right-of-way, North 83 degrees 01 minutes 47 seconds West, 60.00 feet to the Point of Beginning and containing 3,000 square feet or 0.069 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc of July 15, 2014.

A tract of land being part of a 15 feet wide Alley, located in City Block 3996 of the City of St. Louis, Missouri, being more particularly described as follows:

Beginning at the southwest corner of Lot 15 of Block 1 of Boulevard & Park Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 18, page 134 of the St. Louis City Records, said point also being the northeast corner of that part of the 15 feet wide Alley located in said Block 1, as vacated by City Ordinance No. 66811, said point also being located on the north right-of-way line of above said 15 feet wide alley; thence along said right-of-way line, South 83 degrees 02 minutes 15 seconds East, 210.00 feet to the southeast corner of Lot 9 of Block 1 of above said subdivision; thence departing said right-of-way line, South 07 degrees 22 minutes 146 seconds West, 15.00 feet to the south right-of-way line of above said Alley; thence along said right-of-way line, North 83 degrees 02 minutes 15 seconds West, 210.01 feet to the southeast corner of a Lot Consolidation Plat as recorded in Plat Book 02202008, Page 309 of above said records; thence along the east line of said plat, North 07 degrees 22 minutes 43 seconds East, 15.00 feet to the Point of Beginning and

containing 3,150 square feet or 0.072 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc on July 15, 2014.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioned by Saint Louis University High School and Kingman LLC. Vacated area will be used to consolidate for redevelopment.

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

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

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

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

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

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

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

Approved: February 17, 2015

ORDINANCE #69942
Board Bill No. 247

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in Parkview Place from Euclid to Kingshighway in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A strip of land being Parkview Place, 60 feet wide, part of Blocks 3886 & 3887 of the City of St. Louis, Missouri, being more particularly described as follows:

Beginning at a found cross monumenting the intersection of the southerly line of Parkview Place, 60 feet wide, and the easterly line of Kingshighway Boulevard, 130 feet wide; thence continuing along last said easterly line north 08 degrees 09 minutes 00 seconds west, 60.00 feet to a found iron pipe monumenting the intersection of the northerly line of said Parkview Place and the easterly line of said Kingshighway Boulevard; thence along last said northerly line north 82 degrees 00 minutes 00 seconds east, 856.56 feet to a found cross monumenting the intersection of the northerly line of said Kingshighway Boulevard and the westerly line of Euclid Avenue, variable-width; thence along last said westerly line south 17 degrees 02 minutes 14 seconds east, 60.75 feet to a cut cross monumenting the intersection of the southerly line of said Parkview Place and the westerly line of said Euclid Avenue; thence along last said southerly line south 82 degrees 00 minutes 00 seconds west, 445.28 feet to a found cross making the northeast corner of St. Louis Children's Hospital condominium, as recorded in Plat Book 58, Pages 36 through 47 of the City of St. Louis Records; thence departing last said southerly line of Parkview Place, and along the easterly, northerly, and westerly lines of a street vacation for Parkview Place, as recorded in Plat Book 1192004, Page 98 of said City of St. Louis Records, the following courses and distances: north 07 degrees 57 minutes 28 seconds, 8.50 feet; thence south 81 degrees 57 minutes 32 seconds west, 4.15 feet; thence south 36 degrees 57 minutes 32 seconds west, 12.01 feet to a point on the southerly line of said Parkview Place; thence along last said southerly line south 82 degrees 00 minutes 00 seconds west, 37.57 feet; thence departing last said southerly line of Parkview Place, and along the easterly, northerly, and westerly lines of a street vacation for Parkview Place, as recorded in Plat Book 11192004, Page 98 of said City of St. Louis Records, the following courses and distances: thence north 08 degrees 02 minutes 28 seconds west 1.55 feet; thence south 81 degrees 57 minutes 30 seconds west, 38.25 feet; thence south 08 degrees 02 minutes 30 seconds east, 1.52 feet to a point on said southerly line of Parkview Place; thence along the southerly line of Parkview Place south 82 degrees 00 minutes 00 seconds west 48.00 feet; thence departing last said southerly line of Parkview Place, and along the easterly, northerly, and westerly lines of a Street Vacation for Parkview Place, as recorded in Plat Book 11192004, Page 98 of said City of St. Louis Records, the following courses and distances: thence north 08 degrees 02 minutes 28 seconds west 4.90 feet; thence south 81 degrees 57 minutes 32 seconds west, 55.50 feet; thence south 08 degrees 02 minutes 28 seconds east, 4.86 feet to a point on said southerly line of Parkview Place; thence continuing along last said southerly line south 82 degrees 00 minutes 00 seconds west, 228.72 feet to the Point of Beginning. Said strip of land containing 51.274 square feet or 1.177 acres, more or less and is subject to all easements, restrictions, reservations and covenants of record, if any.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioned by Barnes-Jewish Hospital, St. Louis Children's Hospital and The Washington University. Vacated area will be used to consolidate property for future development.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally

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

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

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

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

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

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

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

Approved: February 17, 2015

**ORDINANCE #69943
Board Bill No. 251**

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the western 15' wide north/south alley in City Block 5653 beginning at Delor and continuing 227.895 ± 2.525' to the northern 15' wide east/west alley in same City Block and both bounded by Delor, Adkins, Walsh and Morganford in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

the rights-of-way of:

A tract of land being a north/south alley, 15 feet wide, in City Block 5653 of the City of St. Louis Records in the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the Northwesterly corner of said City Block 5653, said point being the intersection of the Easterly line of Gravois Avenue, 80 feet wide, with the Southerly line of Delor Street, 60 feet wide; thence along the Southerly line of said Delor Street, South 56 degrees 01 minutes 42 seconds East, 112.05 feet to the intersection with the Westerly line of said North/South alley, and being the True Point of Beginning of the tract of land herein described; thence continuing along the Southerly line of said Delor Street, South 56 degrees 01 minutes 42 seconds East, 15.00 feet to the Easterly line of said North/South alley; thence along the Easterly line of said North/South alley, South 34 degrees 03 minutes 01 second West, 225.37 feet to an angle point of a 5.00 foot chamfer with the Northerly line of and East/West alley, 15 feet wide; thence along the said chamfer line, South 11 degrees 04 minutes 43 seconds East, 7.06 feet to the Northerly line of said East/West alley; thence along the Westwardly prolongation of the Northerly line of said East/West alley, North 56 degrees 12 minutes 27 seconds West, 20.00 feet to the Westerly line of said North/South alley; thence along the Westerly line of said North/South alley, North 34 degrees 03 minutes 01 seconds East, 230.42 feet to the True Point of Beginning, according to Survey Number 204328, executed by James Surveying Company, during the month of October, 2014, and containing 3,468 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Southern Commercial Bank will use vacated area to consolidate property and improve security.

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

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

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

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

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

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

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

Approved: February 17, 2015

ORDINANCE #69944
Board Bill No. 186

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE FORSYTH ASSOCIATES COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE FORSYTH ASSOCIATES COMMUNITY IMPROVEMENT DISTRICT, CONFIRMING THE PRIOR DETERMINATION THAT THE FORSYTH ASSOCIATES COMMUNITY IMPROVEMENT DISTRICT IS A BLIGHTED AREA, FINDING A PUBLIC PURPOSE FOR THE ESTABLISHMENT OF THE FORSYTH ASSOCIATES COMMUNITY IMPROVEMENT DISTRICT, AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, Mo. Rev. Stat. §67.1400 et seq. (the "CID Act") authorized the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

WHEREAS, a petition has been filed with the City, requesting formation and establishment of the Forsyth Associates Community Improvement District, signed by authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the Forsyth Associates Community Improvement District (as revised, the "Petition"); and

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

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held at ____ A.M., on _____, 2014 by the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this Ordinance is in the best interest of the City of St. Louis and that the property owners of the Forsyth Associates Community Improvement District, as well as the City as a whole, will benefit from the establishment of the Forsyth Associates Community Improvement District.

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

SECTION ONE.

(a) A community improvement district, to be known as the "Forsyth Associates Community Improvement District" (hereinafter referred to as the "District"), is hereby established pursuant to the CID Act on certain real property to provide services, construct improvements, impose taxes and carry out other functions as set forth in the Petition, which is attached hereto as Appendix A and incorporated herein by this reference.

(b) The District boundaries are set forth in the map included in the Petition and are generally described as follows (and are more particularly described in the Petition):
A tract of land being part of City Block 1949 of the City of St. Louis, Missouri being more particularly described as follows:

The District shall consist of the following area: Beginning at the point of intersection of the northern edge of the right of way of Olive Street and the eastern edge of the right of way of North Cardinal Avenue, south along the eastern edge of the right of

way of North Cardinal Avenue to the southern edge of parcel number 19490000600, westward along the southern edge of parcel number 19490000600, parcel number 19490000400, parcel number 19490000800 and parcel number 19490000150 to the western edge of the right of way of North Compton Avenue, north along the western edge of the right of way of North Compton Avenue to the northern edge of the right of way of Olive Street, east along the northern edge of the right of way of Olive Street to the point of beginning, and containing the following:

3140-3154 Olive St; Parcel Number: 19490000150

CB 1949 OLIVE ST
200.04 FT / 206.25 FT X 113.175 FT / 128.792 FT 0.618 ACRES
PT OF TRACT 6 & PT VAC ALLEY
BND W-COMPTON S-TRACT 27

3124R Olive St; Parcel Number: 19490000800

CB 1949 ALLEY
0.296 ACRES
MILL CREEK VALLEY SUBDN
TRACT 10 B 10 C
& PT OF VAC ALLEY

3120-3128 Olive St; Parcel Number: 19490000207

CB 1949 OLIVE
177 FT/182.933 FT X 123 FT 1 1/8 /136.214 FT
MILL CREEK VALLEY SUBDN
BND E-178 FT W WL CARDINAL & PT VAC VAL

3118 Olive St; Parcel Number: 19490000400

C.B. 1949 OLIVE ST
50 FT X 193 FT / 189.65 FT
LINDELL ADDN BLOCK 6
BND E 126 FT 5 7/8 FT IN W WL CARDINAL
PT OF VAC ALLEY

3100-3108 Olive St; Parcel Number: 19490000500

C.B. 1949 OLIVE
126 FT 6 1/4 IN / 124 FT 2 1/2 IN X 119 FT 6 1/8 IN / 102 FT 9 3/4 IN
P LINDELLS ADDN
BND E-CARDINAL & PT VAC ALLEY

3100R Olive St; Parcel Number: 19490000600

C.B. 1949 CARDINAL
70.04 FT x 124.755 FT.
MILL CREEK VALLEY SUBD
BND S. 97.46 N OF PINE
PT TRACT 10 & PT OF VAC ALLEY

This description was prepared from records and available documents, therefore is subject to an actual boundary survey.

SECTION TWO. The District may, upon approval by the qualified voters of the District, impose a sales and use tax on all retail sales made in the District at a rate not to exceed one percent (1.0%) of such retail sales, as specifically authorized by the CID Act, to provide funds to accomplish any power, duty or purpose of the District. The District will not seek to submit to qualified voters any proposition for approval of a real property tax levy.

SECTION THREE. The District is authorized by the CID Act, at any time, to issue obligations, or to enter into cooperative agreements as provided for in Sec. 67.1491.4 RSMo, with other entities with the authority to issue obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part or any combination of the revenues of the District and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the District, and if issued by the District, shall bear such date or dates, and shall mature at such time or times, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such

resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Mo. Rev. Stat. §108.170. The District is also authorized to issue such obligations to refund, in whole or part, obligations previously issued by the District.

SECTION FOUR.

(a) Pursuant to the Petition, the District shall be in the form of a political subdivision of the State of Missouri, known as the Forsyth Associates Community Improvement District.

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

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

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

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

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

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

SECTION EIGHT. The District has been declared to be a “blighted” area as defined in Section 67.1401.2(3)(b) of the Act by the City’s adoption of Ordinance No. _____ (____), which declared the District Property to be a “blighted area” under Chapter 99 of the Revised Statutes of Missouri, and by the City’s adoption of Ordinance _____ (____) which declared the District Property to be “blighted” under the Real Property Tax Increment Allocation Redevelopment Act (Sections 99.800-99.865 Revised Statutes of Missouri), and such designations of blight are hereby reaffirmed.

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

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

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

SECTION TWELVE. The Register shall report in writing the creation of the Forsyth Associates Community Improvement District to the Missouri Department of Economic Development.

SECTION THIRTEEN. The Petition provides that the District shall be governed by a Board of Directors consisting of five individual directors (collectively the “Directors” and each a “Director”). Upon expiration of the terms of the initial Directors, successor Directors shall be appointed from a slate approved by the Directors and by the Mayor of the City with the consent of the Board of Aldermen, in accordance with the CID Act and the process and the qualifications set forth in the Petition.

Harinder Singh (four years)
Dr. Michael Meinzen (four years)

Dr. James Petersen (two years)
Mike Emerson (two years)
Dr. Bruce Little (two years)

SECTION FOURTEEN. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.
48775017

**APPENDIX A
Forsyth Associates Community Improvement District
[Attached]**

FORSYTH ASSOCIATES COMMUNITY IMPROVEMENT DISTRICT

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

City of St. Louis, Missouri

2014

EXHIBITS

- EXHIBIT A DISTRICT LEGAL DESCRIPTION
- EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO ESTABLISH
THE FORSYTH ASSOCIATES COMMUNITY IMPROVEMENT DISTRICT
AND AUTHORIZE SPECIAL REAL ESTATE ASSESSMENT**

This petition ("Petition") for the creation of a Community Improvement District (the "District") within a certain limited portion of the City of St. Louis, Missouri (the "City") is submitted to the City in accordance with the Community Improvement District Act, R.S.MO. (2004) §§ 67.1401-67.1571 (the "Act").

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

1. DESCRIPTION OF THE DISTRICT

- a. Name of District. The name of the District will be the **"Forsyth Associates Community Improvement District."**
- b. Legal Description. The District includes all of the real property (the "District Property") legally described on Exhibit A attached hereto and incorporated herein by reference.
- c. Boundary Map. A map graphically depicting the boundaries of the District is attached hereto as Exhibit B and incorporated herein by reference.

2. PETITIONER

- a. Based on the tax records of the City as of the date of filing this Petition, Petitioners:
 - i. own more than fifty percent (50%), by assessed value, of the District Property; and
 - ii. represent more than 50% per capita of all owners of the District Property.

3. FIVE YEAR PLAN. The five-year plan for the District includes, but is not limited to, the following:
- a. Purposes of the District. The District is designed to provide a source of revenue and to facilitate community improvement projects to increase the use and value of and to cure conditions of blight previously found by the City, pursuant to Ordinance No. 68248 effective March 11, 2009, as described herein, within the District Property. The principal objective of the District is to provide a vehicle for the funding, by benefitted property owners, of the services listed below. District revenues will be provided by receipts from the imposition of the sales and use tax of up to one percent (1%) on all retail sales made within the District that may be subject to taxation pursuant to the Act as further provided for in Section 7 of this Petition.
 - b. Services. The District will cause the implementation of various services located within and benefitting the District Property. Such services may be undertaken in multiple phases or may occur in one phase. The contemplated services consist of all such services authorized by the Act, except for the ability to acquire property by condemnation, including by way of example, and not limitation:
 - i. To borrow money from any public or private source and issue obligations and provide security for the repayment of the same as provided in the Act;
 - ii. To make expenditures, create reserve funds, and use its revenues as necessary to carry out its powers or duties and the provisions and purposes of the Act;
 - iii. To provide or contract for security personnel, equipment or facilities;
 - iv. To provide or contract for cleaning, maintenance and other services to public and private property;
 - v. To provide refuse collection and disposal services within the district;
 - vi. Within its boundaries, to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip any of the following public improvements:
 1. Parks, lawns, trees, and any other landscape;
 2. Sidewalks, streets, alleys, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, drainage, water, storm and sewer systems, and other site improvements;
 3. Parking lots, garages, or other facilities;
 4. Streetscape, lighting, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, and barriers;
 5. Telephone and information booths, bus stop and other shelters, rest rooms, and kiosks;
 6. Paintings, murals, display cases, sculptures, and fountains;
 7. Music, news, and child-care facilities; and
 8. Any other useful, necessary, or desired improvement.
 - vii. Within its boundaries, to operate or to contract for the provision of music, news, child-care, or parking facilities, and buses, minibuses, or other modes of transportation;
 - viii. Within its boundaries, to lease space for sidewalk café tables and chairs;
 - ix. To support business activity and economic development in the district including, but not limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses;

- x. To provide or support training programs for employees of businesses within the district;
- xi. To contract for or conduct economic, planning, marketing or other studies; and
- xii. To carry out any other powers set forth in the Act.

These services may be referred to collectively as the “Services.” The Services may also include providing advertising and providing assistance to attract further investment within the District.

- c. Additional Purposes of the District. In addition to providing for Services, the purposes of the District include:
 - i. enter into or assume contracts or other agreements to cause fulfillment of the Services of the District;
 - ii. levy retail sales and use tax in accordance with the Act (the “District Sales Tax”);
 - iii. attempt to remediate the conditions that cause certain District Property to be a blighted area as previously determined by the City, pursuant to Ordinance No. 68248 effective March 11, 2009; and
 - iv. exercise any authorized purposes of the District pursuant to and in accordance with the Act.
- d. Budget. The estimated costs of the services that the District will provide are expected to be approximately \$50,000.00, to the extent that revenues are available to the District.
- e. Powers. The District shall have the powers provided in § 67.1461 of the Act, subject to the limitations set forth therein.
- f. Annual Benchmark for the Five-Year Plan
 - i. 2014
 - 1. Approval of an ordinance establishing Forsyth Associates Community Improvement District;
 - 2. Effective date of ordinance establishing the District;
 - 3. Appointment of Board of Directors;
 - 4. Approval of the District Sales Tax; and
 - 5. Acquire security and monitoring equipment.
 - ii. 2015
 - 1. Imposition and collection of the District Sales Tax;
 - 2. Provide ongoing maintenance and security functions within the District; and
 - 3. Repair, maintain and replace security and monitoring equipment as necessary.
 - iii. 2016
 - 1. Imposition and collection of the District Sales Tax;
 - 2. Provide ongoing maintenance and security functions within the District; and

3. Repair, maintain and replace security and monitoring equipment as necessary.
 - iv. 2017
 1. Collect and administer the District Sales Tax;
 2. Provide ongoing maintenance and security functions within the District; and
 3. Repair, maintain and replace security and monitoring equipment as necessary.
 - v. 2018
 1. Collect and administer the District Sales Tax;
 2. Provide ongoing maintenance and security functions within the District; and
 3. Repair, maintain and replace security and monitoring equipment as necessary.
4. **GOVERNANCE OF THE DISTRICT**
- a. Type of District. The District will be a separate political subdivision governed by a board of directors (the "Board") appointed by the Mayor of the City with the Board of Aldermen's consent, in accordance with the Act. The Board will have all of the powers authorized and/or granted by the Act.
 - b. Board of Directors
 - i. Number. The Board will consist of five directors (collectively the "Directors" and individually a "Director").
 - ii. Qualifications. Each Director, during his or her term, must meet the following requirements:
 1. be at least 18 years of age; and
 2. either be an owner of real property in the District or the legally authorized representative of such an owner ("Owner"), or an owner of a business operating within the District or the legally authorized representative of such owner ("Operator").
 - iii. Terms. The terms of the Directors initially appointed by the City will be in accordance with the Act and will commence upon such initial appointment, provided that the term of office for all successor Directors shall be 4 years, as permitted by the Act.

Initial Directors. The Initial Directors are Harinder Singh, Dr. Michael Meinen, Dr. James Petersen, Mike Emerson and Dr. Bruce Witte, who shall serve for terms of four years, four years, two years, two years, and two years respectively and until their respective successor directors are determined by election in accordance with the Act. Each of the Initial Directors is the designated representative of an owner of real property within the district.
5. **REAL PROPERTY TAXES.** The District will have no power to submit a real property tax to the qualified voters for approval; as such, the maximum rate of real property taxes within the District is zero.
6. **ASSESSED VALUE.** As of the date of this Petition, the total assessed value of all of the real property within the District is \$718,530.00 (land and improvements) according to the Assessor's records.
7. **SALES TAXES.** As provided in § 67.1545 of the Act, the District may, by resolution, impose a sales tax on all retail sales made within the District that are subject to taxation pursuant to R.S.MO. §§ 144.010 through 144.525 (excepting such sales as set forth in the Act), at a rate not to exceed 1%.
8. **LIFE OF DISTRICT.** The proposed length of time for the existence of the District is a maximum of 50 years from the effective date of the ordinance approving and adopting this Petition.

9. REQUEST TO ESTABLISH DISTRICT. By execution and submission of this Petition, Petitioners request that the Board of Aldermen hold a public hearing in accordance with § 67.1421 of the Act and adopt an ordinance establishing the District as set out in this Petition.

10. NOTICE TO PETITIONER. The signature of the undersigned may not be withdrawn later than 7 days after this Petition is filed with the City Clerk.

11. BORROWING CAPACITY AND REVENUE GENERATION. The District will have all powers and authority provided in the Act to borrow funds to provide services as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy a retail sales tax and use tax.

12. SEVERABILITY. If any provision of this Petition is held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, the provision in question will not be rendered inoperative or unenforceable in any other case or circumstance, and it will not render any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

The undersigned request that the Board of Aldermen establish the Forsyth Associates Community Improvement District according to the preceding Petition and authorize the creation of the District.

[Remainder of Page Left Blank]

The map, parcel identification number and assessed value of the properties owned:

3140-3154 Olive St. Map is attached as Exhibit B
Parcel Number: **19490000150**
Assessed Value: **\$196,000.00**

Name of Owner: PE3140, LLC
Owner's Mailing Address: 7923 Forsyth Blvd.
St. Louis, MO 63105
Owner's Telephone Number: 314-220-9662
Name of Signer: Harinder Singh
Basis of Legal Authority to Sign: Member
Signer's Telephone Number and Mailing Address: 314-220-9662
7927 Forsyth Blvd Clayton, MO 63105
Owner Entity Type: Limited Liability Company

By executing this Petition, the undersigned represents and warrants that he has read and understands the Petition, including **Exhibits A and B** hereto and that he is authorized to execute this Petition on behalf of the property owner named immediately above.

Harinder Singh, Member Date

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of September, 2014, before me, _____, a Notary Public, personally appeared Harinder Singh, known to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

(SEAL)

Notary Public

Print Name: _____

My Commission Expires: _____

The map, parcel identification number and assessed value of the properties owned:

3124R Olive St. Map is attached as Exhibit B
Parcel Number: 19490000800
Assessed Value: \$34,900.00

3120-3128 Olive St. Map is attached as Exhibit B
Parcel Number: 19490000207
Assessed Value: \$176,230.00

3118 Olive St. Map is attached as Exhibit B
Parcel Number: 19490000400
Assessed Value: \$136,800.00

3100-3108 Olive St. Map is attached as Exhibit B
Parcel Number: 19490000500
Assessed Value: \$150,800.00

3100R Olive St. Map is attached as Exhibit B
Parcel Number: 19490000600
Assessed Value: \$23,800.00

Name of Owner:	Forsyth Associates Real Estate Holdings 1, LLC
Owner's Mailing Address:	7923 Forsyth Blvd. St. Louis, MO 63105
Owner's Telephone Number:	314-220-9662
Name of Signer:	Harinder Singh
Basis of Legal Authority to Sign:	Member
Signer's Telephone Number and Mailing Address:	314-220-9662 7927 Forsyth Blvd Clayton, MO 63105
Owner Entity Type:	Limited liability company

[Signature appears on following page]

By executing this Petition, the undersigned represents and warrants that he has read and understands the Petition, including **Exhibits A and B** hereto and that he is authorized to execute this Petition on behalf of the property owner named immediately above.

Harinder Singh, Member

Date

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of September, 2014, before me, _____, a Notary Public, personally appeared Harinder Singh, known to be the person who executed the within Petition in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

(SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

[Remainder of page intentionally left blank]

EXHIBIT A TO PETITION

Legal Description

The District shall consist of the following area: Beginning at the point of intersection of the northern edge of the right of way of Olive Street and the eastern edge of the right of way of North Cardinal Avenue, south along the eastern edge of the right of way of North Cardinal Avenue to the southern edge of parcel number 19490000600, westward along the southern edge of parcel number 19490000600, parcel number 19490000400, parcel number 19490000800 and parcel number 19490000150 to the western edge of the right of way of North Compton Avenue, north along the western edge of the right of way of North Compton Avenue to the northern edge of the right of way of Olive Street, east along the northern edge of the right of way of Olive Street to the point of beginning, and containing the following:

3140-3154 Olive St; Parcel Number: 19490000150

CB 1949 OLIVE ST
200.04 FT / 206.25 FT X 113.175 FT / 128.792 FT 0.618 ACRES
PT OF TRACT 6 & PT VAC ALLEY
BND W-COMPTON S-TRACT 27

3124R Olive St; Parcel Number: 19490000800

CB 1949 ALLEY
0.296 ACRES
MILL CREEK VALLEY SUBDN
TRACT 10 B 10 C
& PT OF VAC ALLEY

3120-3128 Olive St; Parcel Number: 19490000207

CB 1949 OLIVE
177 FT/182.933 FT X 123 FT 1 1/8 /136.214 FT
MILL CREEK VALLEY SUBDN
BND E-178 FT W WL CARDINAL & PT VAC VAL

3118 Olive St; Parcel Number: 19490000400

C.B. 1949 OLIVE ST
50 FT X 193 FT / 189.65 FT
LINDELL ADDN BLOCK 6
BND E 126 FT 5 7/8 FT IN W WL CARDINAL
PT OF VAC ALLEY

3100-3108 Olive St; Parcel Number: 19490000500

C.B. 1949 OLIVE
126 FT 6 ¼ IN / 124 FT 2 ½ IN X 119 FT 6 1/8 IN / 102 FT 9 ¾ IN
P LINDELLS ADDN
BND E-CARDINAL & PT VAC ALLEY

3100R Olive St; Parcel Number: 19490000600

C.B. 1949 CARDINAL
70.04 FT x 124.755 FT.
MILL CREEK VALLEY SUBD
BND S. 97.46 N OF PINE
PT TRACT 10 & PT OF VAC ALLEY

EXHIBIT B District Boundary Map

See attached.



Approved: February 17, 2015

ORDINANCE #69945
Board Bill No. 227
Committee Substitute

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE CARONDELET COMMONS COMMUNITY IMPROVEMENT DISTRICT PRESCRIBING THE FORM AND DETAILS OF SAID AGREEMENT; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING CERTAIN OTHER ACTIONS OF CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the City of St. Louis, Missouri (the “City”), is a body corporate and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution and laws of the State of Missouri; and

WHEREAS, Mo. Rev. Stat. 67.1400 et seq. (the “CID Act”) authorized property owners with the approval of the City of St. Louis to establish Community Improvement Districts; and

WHEREAS, the property owners filed a petition with the City of St. Louis signed by the authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the Carondelet Commons Community Improvement District; and

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

WHEREAS, after duly noticed public hearing, the Board of Aldermen approved Ordinance 69608, approved November 6, 2013, establishing the Carondelet Commons Community Improvement District; and

WHEREAS, the CID intends to undertake certain improvements within the District, including, without limitation, property acquisition and site preparation, the elimination of blighted conditions including, without limitation, demolishing, removing and/or constructing buildings and other improvements to eliminate blight, the upgrading, installation, or relocation of public utilities/utility infrastructure, the re-surfacing, repair, replacement and/or construction of improvements to existing public parking facilities, traffic improvement, and related improvements and more fully described in Exhibit B to the CID Agreement (the “CID Projects”) and

WHEREAS, the City has approved the use of Tax Increment Financing in the area where the CID exists; and

WHEREAS, the City intends to enter into that certain Intergovernmental Cooperation Agreement (the “CID Agreement”) in the form attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the CID Agreement are acceptable and that the execution thereof, and deliverance and performance by the City and the CID of their respective obligations therein are in the best interests of the City and the health, safety, morale and welfare of its residents; and

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

SECTION ONE. The Board of Aldermen hereby approves the CID Project as submitted to the City.

SECTION TWO. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the CID Agreement with the CID in order to implement the CID Project.

SECTION THREE. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized to execute, on behalf of the City, the CID Agreement by and between the City and the CID in similar form to that attached hereto as Exhibit A, and the City Register is hereby authorized and directed to attest to the CID Agreement and to affix the seal of the City thereto. The Agreement 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 FOUR. The Mayor and Comptroller of the City or his or her designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates,

documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor or Comptroller or his or her designated representatives.

SECTION FIVE. The Mayor and Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor or Comptroller or their designated representatives.

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

EXHIBIT A – CID AGREEMENT

INTERGOVERNMENTAL COOPERATION AGREEMENT

between the

CITY OF ST. LOUIS, MISSOURI,

and

THE CARONDELET COMMONS COMMUNITY IMPROVEMENT DISTRICT

Dated as of: _____, 2015

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into as of _____, 2015, by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, and **THE CARONDELET COMMONS COMMUNITY IMPROVEMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

RECITALS

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

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the "Act" or the "TIF Act"), authorizes the City to undertake redevelopment projects within designated areas of the City;

WHEREAS, the Missouri Community Improvement District Act, Sections 67.1400 et seq., Revised Statutes of Missouri, (the "CID Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate projects to remediate blight, and otherwise benefit the redevelopment area, as provided for by the CID Act;

WHEREAS, on November 2, 2012 and amended December 10, 2012 and December 21, 2012, the developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and developer contemplated that a community improvement district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain community improvement district projects, as that term is defined in the "CID Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on January 9, 2013 following a public hearing began on that date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the

redevelopment plan known as the Carondelet Coke Redevelopment Area TIF Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on February 21, 2013, after due consideration of the TIF Commission's recommendations, the City adopted Ordinance No. 69426 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and on July 24, 2013 the City adopted Ordinance No. 69520 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, on August 15, 2013, the property owners in the vicinity of the Carondelet Commons Area filed a petition for the formation of the community improvement district (the "CID Petition") with the City of St. Louis, Missouri;

WHEREAS, the CID Petition identified certain actions, services and improvements authorized to be undertaken by the District including (a) property acquisitions and site preparation within the boundaries of the District; (b) eliminating blighted conditions in the District; (c) upgrading, installing, or relocating public utilities/utility infrastructure (d) re-surface, repair, replace or construct improvements to existing public parking facilities, traffic improvements and related improvement; and (e) all other permitted purposes under the Act (collectively the "District Projects").

WHEREAS, on November 6, 2013, the City approved Ordinance No. 69608, which, among other things, established the District as a political subdivision pursuant to and in accordance with the CID Act;

WHEREAS, the District is authorized to impose a community improvement district sales tax at a rate of one percent (1%) (the "CID Sales Tax") and a special assessment not to exceed forty cents per square foot (\$0.40/sq. ft.) per year on each square foot of special assessment improvement (the "CID Special Assessment") and CID special assessment pursuant to the CID Act, for the purpose of providing funds to finance the costs of the CID Project;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and the existence of the CID Sales Tax contribute to the payment of any TIF Obligations issued by the City; and

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, sharing in the goal of the Redevelopment Plan will agree to maintain the CID Sales Tax at least as long as TIF Obligations are outstanding; (b) the District will agree to maintain the CID Special Assessment so long as the ten (10) year tax abatement authorized under Chapter 100 of the Revised Statutes of Missouri and referred to as "8750 S. Broadway and 326 Rear E. Catalan Area and Southeast Carondelet Area" is in effect; (c) the City and District will agree to cooperate on the implementation by the District of the CID Project; and (d) the CID agrees that its first priority for funding (after payment of CID Administrative Costs) is the CID Project and if necessary it will allocate all available CID Revenues to this purpose.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.1 Definitions of Words and Terms.

The words and terms as used in this Agreement shall have the same meaning as provided in the Redevelopment Agreement unless a different meaning is specifically provided below:

"Agreement" means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with its terms.

"Approving Ordinance" means Ordinance 69426, as may be amended, adopted by the City on February 21, 2013, approving the Redevelopment Plan.

"Authorizing Ordinance" means Ordinance 69608, as may be amended, adopted by the City on July 24, 2013, authorizing the Redevelopment Agreement.

"Available CID Revenue" means all proceeds of the CID Sales Tax imposed by the District, and all proceeds of the CID Special Assessment after deducting (a) the Collection Fee, (b) that portion of the CID Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement) and (c) costs of collection relating to the CID Special Assessment; and (d) the CID Administrative Costs.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

“CID Administrative Costs” means an amount not to exceed \$10,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the CID Project.

“CID Project Costs” means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the CID Project, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of construction; (e) cost of ongoing landscaping and maintenance; and (f) CID Administrative Costs, including without limitation reimbursement to the District or those acting for the District for any of the above enumerated costs and expenses incurred and/or paid before execution of this Agreement.

“CID Sales Tax” means the community improvement district sales tax authorized by the CID Act and imposed by the District at a rate of one percent (1%) as authorized by the District’s board of directors and approved by the qualified voters of the District in accordance with the CID Act, this Agreement and the Redevelopment Agreement.

“CID Special Assessment” means the community improvement district special assessment authorized by the CID Act and imposed by the District at a rate not to exceed forty cents per square foot (\$0.40/sq. ft.) per year on each square foot of Special Assessment Improvement.

“CID Revenues” means revenues of the CID created in accordance with the CID Act.

“City” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, including without limitation, in its capacity as a “local community improvement authority” within the meaning of the CID Act.

“Collection Fee” means an amount charged by the Missouri Department of Revenue for the collection of the CID Sales Tax.

“District” or “CID” means The Carondelet Commons Community Improvement District, a political subdivision of the State of Missouri upon approval of Ordinance 69608, pursuant to and in accordance with the CID Act.

“Debt Service” means principal and interest payments, rebate (if any), and Trustee and monitoring fees associated with the portion of the CID Obligations related to the CID Project.

“EATS Account” means the Economic Activity Tax Account in the Special Allocation Fund.

“Economic Activity Taxes” or “EATS” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Note Ordinance” means Ordinance approved by the City, and authorizing the issuance of not to exceed \$7.0 Million Dollars, plus the costs of issuance, in TIF Obligations.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of _____ by and between the City and the developer as authorized by Ordinance 69520, including all amendments thereto.

“Redevelopment Projects” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 69520.

“Special Allocation Fund” means the City of St. Louis, Missouri, Carondelet Coke Special Allocation Fund created by the Approving Ordinance, and including the accounts and subaccounts (if any) into which TIF Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account and an EATS Account.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“TIF Obligation” means the TIF Note or Bond as defined by and issued pursuant to the Note Ordinance.

Section 1.2 Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

Section 1.3 Recitals. All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

ARTICLE II. REPRESENTATIONS

Section 2.1 Representations by the District. The District represents as follows:

a. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

b. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The District has taken all necessary action to approve the CID Project. No further action or approvals by the District is necessary in connection with the construction or financing of the CID Project, except with respect to the approval of certain matters relating to the use of CID Sales Tax proceeds for the payment of CID Administrative Costs, as provided in this Agreement and the Note Ordinance.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

e. No official or employee of the District has any significant or conflicting interest, financial or otherwise, in the CID Project or in the transactions contemplated by this Agreement, except as may be expressly authorized by the CID Act and not otherwise prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

f. There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

Section 2.2 Representations by the City. The City represents as follows:

a. The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city and is the political subdivision in which the District is located.

b. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The City has taken all necessary action to approve the CID Project, subject to the terms of this Agreement.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

e. No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the CID Project or in the transactions contemplated by this Agreement.

f. There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE III. CONSTRUCTION, MAINTENANCE AND USE OF THE CID PROJECT

Section 3.1 Construction of the CID Project. The District and the City both hereby acknowledge that the CID Project will contribute to the success of the Redevelopment Project being undertaken under the Redevelopment Plan.

Section 3.2 Approval of CID Project. The parties acknowledge and agree that one of the purposes for which the District was created was for providing tax revenues for funding the cost of constructing and maintaining the CID Project. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the CID Sales Tax shall be Economic Activity Tax Revenues and, as such, shall be used for funding Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project. Pursuant to the Redevelopment Agreement, the City and the developer have agreed to use their best efforts to cause the City and the District to enter into this Agreement for the purpose of assuring the CID Sales Tax and the CID Special Assessment and for funding the CID Project. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the CID Project.

Section 3.3 Designation of CID Project. CID Project shall be (a) property acquisitions and site preparation within the boundaries of the District; (b) eliminating blighted conditions in the District; (c) upgrading, installing, or relocating public utilities/utility infrastructure (d) re-surface, repair, replace or construct improvements to existing public parking facilities, traffic improvements and related improvement; and (e) all other permitted purposes under the Act (collectively the "District Projects").

ARTICLE IV. COLLECTION OF CID SALES TAX AND CID SPECIAL ASSESSMENT

Section 4.1 Collection of CID Special Assessment. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the CID Special Assessment, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the Special Assessment from all property owners subject to the special assessment within the District boundaries. The District shall provide for the transfer to the City, on a regular basis, the proceeds of the CID Special Assessment as part of Available CID Revenue

Section 4.2 Collection of CID Sales Tax. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the CID Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the CID Sales Tax from businesses within the district boundaries. The Treasurer of the District shall provide for the transfer to the City, on a regular basis and in compliance with state law, that portion of the CID Sales Tax collected on behalf of the District defined as Economic Activity Taxes under the TIF Act, less the Collection Fee. The City, having received the said proceeds from the District, shall deposit said proceeds into the Special Allocation Fund.

Section 4.3 Enforcement of CID Sales Tax. The District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such commercial improvement District Sales Tax Return. The District shall immediately report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect CID's Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of CID's Sales Tax, the District shall promptly initiate an action to enforce collection unless it reasonably determines that the cost of such enforcement action will exceed the amount of the Collection Fee associated with any CID Sales Tax collected as a result of such enforcement action. Notwithstanding anything herein to the contrary, the District shall not undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

The City shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such CID Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each CID Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of CID Sales Tax remitted to the District was calculated correctly.

Section 4.4 Collection of CID Special Assessment. The District shall take all reasonable steps to ensure the levying and collection annually of the CID Special Assessment. This shall include reaching agreements with the Collector of Revenue of the City of St. Louis for the collection of the CID Special Assessment as part of the annual collection of property taxes within the City of St. Louis.

Section 4.5 Access to Records. The District shall keep accurate records of the amount of CID Sales Tax and CID Special Assessment collected and such records shall be open to the inspection of officers of the City and the general public. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide any of such records as it may possess to the District upon receipt of a written request that conforms to Section 32.057.2(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

Section 4.6 Use of CID Sales Tax Revenues and Special Assessment Revenues. Beginning in the first month following the effective date of the CID Sales Tax or the first month following receipt of the CID Special Assessments, whichever occurs first, and continuing each month thereafter until the retirement of the TIF Obligations, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City that portion of the CID Revenue that constitutes EATs collected by the District in the previous month less the Collection Fee and an amount not to exceed Ten Thousand Dollars (\$10,000) annually for CID Administrative Costs. The City shall deposit that portion of CID Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund. Prior to the payment of any other CID expenses, the CID shall make available as necessary all CID Sales Tax Revenue and CID Special Assessment Revenue to the CID Project.

Section 4.7 Repeal of CID Sales Tax. So long as any TIF Obligations are outstanding, the District shall not repeal or reduce the CID Sales Tax.

Section 4.8 Repeal of Special Assessment. Until the ten (10) years of tax abatement authorized under Chapter 100 of the Revised Statutes of Missouri and referred to as "8750 S. Broadway and 326 Rear E. Catalan Area and Southeast Carondelet Area expires, the District shall not repeal or reduce the CID Special Assessment.

ARTICLE V. CID PROJECT FINANCING

Section 5.1 Financing of the CID Project. The parties acknowledge and agree that the District shall be responsible for the financing, the construction and ongoing maintenance of the CID Project. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of the CID's funds and property as provided in the CID Act and shall not constitute a debt or liability or general obligation of the District, the City, the State of Missouri or any agency or political subdivision thereof. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the CID Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

Section 5.2 [Intentionally Omitted.]

Section 5.3 [Intentionally Omitted.]

Section 5.4 CID Sales Tax. A CID Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the CID Act. Except as otherwise provided in this Agreement and the Redevelopment Agreement, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City. The District shall not repeal or amend the CID Sales Tax except in accordance with **Section 4.7** of this Agreement.

Section 5.5 [Intentionally Omitted.]

ARTICLE VI. GENERAL PROVISIONS

Section 6.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

Section 6.2 Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not

taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property within the District which has been or is being developed or used in accordance with the provisions of this Agreement.

Section 6.3 Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class certified mail, return receipt required, postage prepaid, addressed as follows:

If To The District:

Carondelet Commons Community Improvement District
c/o Green Street Properties
8451 Maryland, Suite 200
St. Louis, MO 63105
Attention: Philip Hulse

With a copy to:

Thompson Coburn, LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: William J. Kuehling, Esq.

If to the City:

City of St. Louis
City Hall, Room 200
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor

And to:

City of St. Louis
City Hall, Room 212
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller

With a copy to:

City Counselor
City Hall, Room 314
1200 Market Street
St. Louis, Missouri 63103
Attention: City Counselor

And to:

Armstrong Teasdale LLP
7700 Forsyth Blvd. Suite 1800
St. Louis, Missouri 63105
Attention: Thomas J. Ray, Esq.

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 6.4 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

Section 6.5 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

Section 6.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 6.7 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 6.8 Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no official, agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 6.9 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local community improvement authority, absent this Agreement. Without limiting the generality of the foregoing, the District agrees to execute and deliver a Continuing Disclosure Agreement with respect to the TIF Obligations in customary form and content, and such other certificates and instruments as may be necessary in the opinion of Bond Counsel in connection with the issuance of the TIF Obligations, provided that such certificates and instruments do not impose any material pecuniary liability upon the District.

ARTICLE VII. MISCELLANEOUS

Section 7.1 Mutual Release. Neither the City nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the District and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City or the District shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of TIF Obligations which may become due to any party under the terms of this Agreement.

Section 7.2 Additional Covenants of the District. The District shall keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relating to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable the City to determine whether the covenants, terms and provisions hereof have been complied with. In addition, the District shall furnish a copy of its annual financial statements to the City (audited, if available) within 180 days following the end of each fiscal year of the District.

Section 7.3 Open Meetings and Records of the District. The District will comply with Chapter 610 of the Revised Statutes of Missouri, as amended, as it pertains to political subdivisions such as the District, by adopting an open meeting and records policy. The District will provide notice of the time, date and place of each meeting and tentative agenda of such meeting as provided in its open meeting and records policy to the City's advisor to the District's Board of Directors. The City agrees that it will, upon receipt of a notice and agenda from the District, post the notice and agenda for each meeting of the District in compliance with the requirements of Chapter 610 of the Revised Statutes of Missouri, as amended.

Section 7.4 Additional Covenants of the District. The District shall maintain its existence and the CID Sales Tax until all TIF Obligations have been paid in full and it shall maintain the CID Special Assessment so long as the ten (10) years of tax abatement authorized under Chapter 100 of the Revised Statutes of Missouri and referral to as "8750 S. Broadway and 326 Rear E. Catalan Area and Southeast Carondelet Area" is in effect. The District shall keep or retain an Administrator to keep accurate records of revenues received and costs incurred, and such records shall be open to inspection by the City at all reasonable times.

**ARTICLE VIII.
TERM**

Section 8.1 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate upon the later of: (a) repayment and/or refunding in full of the TIF Obligation; or (b) dissolution of the District pursuant to the CID Act.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

"CITY":

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie L. May, City Register

Approved as to Form:

Winston Calvert, City Counselor

"DISTRICT":

**CARONDELET COMMONS COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Name: _____
Title: _____

[SEAL]

Attest:

, Secretary

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

On this ____ day of _____ 2015, before me, a Notary Public in and for said state, personally appeared _____, who acknowledged himself to be the President of the Carondelet Commons Community Improvement District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained

by signing the name of said Community Improvement District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name: _____

(Seal)

My commission expires: _____

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

On this ____ day of _____, 2015, 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 _____, 2015, 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 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: _____

**EXHIBIT A
FORM OF
CID SALES TAX COLLECTION REPORT**

**EXHIBIT B
CID PROJECT**

The District CID Project, (a) property acquisitions and site preparation within the boundaries of the District; (b) eliminating blighted conditions in the District; (c) upgrading, installing, or relocating public utilities/utility infrastructure (d) re-surface, repair, replace or construct improvements to existing public parking facilities, traffic improvements and related improvement; and (e) all other permitted purposes under the Act (collectively the "District Projects").

Approved: February 17, 2015

**ORDINANCE #69946
Board Bill No. 232**

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") to enter into and execute on behalf of St. Louis an Agreement and Contract of Sale ("Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and NorthPark Partners, LLC, a Missouri corporation ("NorthPark"), providing for the sale of approximately 2.554 acres of property owned by St. Louis and located in St. Louis County ("St. Louis Property"), which is more fully described in Section 1 of the Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for the sum of One Hundred Fifty Thousand Dollars (\$150,000) subject to and in accordance with its provisions, and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provision of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and Restated on September 10, 1997 as amended; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the quit claim deed substantially in the form as set out in Exhibit "B" to the Agreement entitled "Form of Quit Claim Deed for St. Louis Property", remising, releasing, conveying, and forever quit-claiming unto NorthPark, its successors in interest and assigns, the St. Louis Property subject to the easements and restrictive covenants as defined and provided for in said quit claim deed; conditioning the execution and delivery of the quit claim deed at the closing as contemplated in the Agreement on the FAA prior approval of the sale of the St. Louis Property; authorizing and directing the Mayor, the Comptroller, the Register, the City Counselor, and other appropriate officers, agents, and employees of St. Louis, with the advice of the Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect St. Louis' interest, and to take such actions as may be necessary or appropriate in connection with the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, permits, and instruments approved and/or authorized by this Ordinance; and containing a severability clause and an emergency clause.

WHEREAS, pursuant to certain ordinances of the City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in accordance with any applicable rules and regulations under the Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"), the Passenger Facility Charge ("PFC") Program, and/or any other applicable federal, state, or local laws and regulations, St. Louis, acting through the Airport Authority of St. Louis ("Airport Authority"), has acquired and St. Louis is the fee owner of approximately 2.554 acres of real property ("St. Louis Property") located in St. Louis County, Missouri and is more fully described in Section 1 and EXHIBIT "A" to the Agreement and Contract of Sale ("Agreement"), between St. Louis and NorthPark Partners, LLC ("NorthPark"), which is attached hereto as **ATTACHMENT "1"** and incorporated herein;

WHEREAS, pursuant to Section 809 of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby determines that the St. Louis Property is not necessary or useful in the operation of the Airport and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of, transfer, or exchange the St. Louis Property in order that it may be redeveloped for uses compatible with the Airport's operations;

WHEREAS, pursuant to the AIP, St. Louis may dispose of real property only upon a showing that such disposition is at a fair market value, and is in accordance with a land use plan and/or deed restrictions approved by the FAA which permit only agricultural, commercial, or development uses of the St. Louis Property that are compatible with the operations of the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Agreement are acceptable and that the

execution, delivery and performance by St. Louis and NorthPark of their respective obligations under the Agreement are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of its residents and the traveling public.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by this reference, as findings.

SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis an Agreement and Contract of Sale ("Agreement") substantially in the form as set out in **ATTACHMENT "I"** to this Ordinance, which is attached hereto and incorporated herein, between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and NorthPark Partners, LLC, a Missouri corporation ("NorthPark"), providing for the sale of approximately 2.554 acres of property owned by St. Louis and located in St. Louis County ("St. Louis Property"), which is more fully described in Section I of the Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for the sum of One Hundred Fifty Thousand Dollars (\$150,000), subject to and in accordance with its provisions, and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provision of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and Restated on September 10, 1997 as amended;

SECTION THREE. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis, subject to and in accordance with the terms of the Agreement, a quit claim deed substantially in the form as set out in Exhibit "B" to the Agreement entitled "Form of Quit Claim Deed for St. Louis Property", remising, releasing, conveying, and forever quit-claiming unto NorthPark, its successors in interest and assigns, the St. Louis Property subject to the easements and restrictive covenants as defined and provided for in said quit claim deed.

SECTION FOUR. The execution and delivery by St. Louis of the quit claim deed and other instruments or documents at the closing on this transaction, as is contemplated in the Agreement, are hereby expressly conditioned on the FAA's prior written approval of: a) the sale of the St. Louis Property to NorthPark and b) any other related matter required to be submitted to and approved by the FAA.

SECTION FIVE. The Mayor, the Comptroller, the Register, the City Counselor, and other appropriate officers, agents, and employees of St. Louis, with the advice of the Director of Airports, are hereby authorized and direct to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect St. Louis' interest, and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions or agreements contemplated herein.

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

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

SECTION EIGHT. This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of St. Louis' Charter and is effective immediately upon its approval by the Mayor of St. Louis.

**THE CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

**AGREEMENT AND CONTRACT OF SALE
BETWEEN
THE CITY OF ST. LOUIS, MISSOURI
AND
NORTHPARK PARTNERS, LLC
(Is on file in the Register's Office.)**

Approved: February 17, 2015

**ORDINANCE #69947
Board Bill No. 249**

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in 15 foot wide east/west alley in City Block 1814 as bounded by Chouteau, Jefferson, LaSalle and Ohio in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being a fifteen foot wide East and West alley in St. Louis City Block 1814 and being part of Block 9, Staniford's Addition a subdivision filed for record in Survey Record Book 6 at page 287 and part of Block 10 Lamonte Addition, a subdivision filed for record in Survey Record Book 5 at Page 41 of the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of Lot 12 of Lamonte Addition, as previously mentioned, said point being the intersection of the South right of way line of Chouteau Avenue (width varies) and the East right of way line of Ohio Avenue (50' W); thence South 14 degrees 32 minutes 32 seconds West along the East right of way of Ohio Avenue a distance of 109.98 feet to a point, said point being the Southwest corner of Lot 12 of Lamonte Addition being the North line of as East West alley 15' wide and being the point of beginning of the tract herein described: thence leaving Ohio Avenue South 75 degrees 15 minutes 38 seconds East along the North line of said alley a distance of 611.28 feet to a point, said Point being in the Western right of way line of Jefferson Avenue (width varies); thence South 17 degrees 24 minutes 35 seconds West along said Jefferson Avenue a distance of 15.02 feet to a point, said point being the South right of way line of said alley and the Northeast corner of Lot 22 in Block 9 of the Resurvey of Staniford's Addition, as previously mentioned; thence North 75 degrees 15 minutes 38 seconds West along the South line of said alley a distance of 610.53 feet to a point, said point being in the Eastern right of way line of Ohio Avenue; thence North 14 degrees 32 minutes 32 seconds East along said Ohio Avenue a distance of 15.00 feet to the point of beginning and containing 9,164 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Vacation petitioned by Chouteau LaSalle Properties LLC, King Food Phillips Inc., Baisch & Skinner Inc. and Crown 40 Inc. The area will be used to consolidate property on the east end for commercial development and to enhance security & safety on the west end.

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

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so

vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

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

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

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

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

Approved: February 17, 2015

**ORDINANCE #69948
Board Bill No. 235**

An ordinance repealing the requirement of approval of the City Plan Commission of all applications for proposed residential structures or uses that are to be governmentally subsidized, repealing Section One of Ordinance 56167, codified as 25.48.010 of the Revised Code of the City of St. Louis, and containing an emergency clause.

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

SECTION ONE: Section One of Ordinance #56167, codified as 25.48.010 of the Revised Code of the City of St. Louis is hereby repealed.

SECTION TWO: EMERGENCY CLAUSE.

This being an ordinance necessary for the immediate preservation of the health and welfare of the residents of the City of St. Louis, 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: February 17, 2015