

1 An ordinance recommended by the Board of Estimate and Apportionment authorizing
2 and directing the St. Louis Municipal Finance Corporation (the “Corporation”) to issue and sell
3 its Police Capital Improvement Sales Tax Leasehold Revenue Bonds (City of St. Louis,
4 Missouri, Lessee), Series 2007 (the “Series 2007 Bonds”) in an aggregate principal amount not
5 to exceed \$25,000,000, in order to fund certain emergency management and preparedness and
6 public health and safety projects, including the purchase of certain communications equipment
7 and/or all or a portion of the design, acquisition, and/or construction of capital improvements for
8 the St. Louis Metropolitan Police Department (the “Police Department”), all for the general
9 welfare, safety and benefit of the citizens of the City of St. Louis, Missouri (the “City”);
10 authorizing and directing the Corporation to execute and deliver the Indenture, the Base Lease,
11 the Lease Purchase Agreement, the Tax Compliance Agreement, the Official Statement, and the
12 Bond Purchase Agreement (all as defined herein); authorizing the City to execute the Base
13 Lease, the Lease Purchase Agreement, the Continuing Disclosure Agreement, the Tax
14 Compliance Agreement, the Official Statement, and the Bond Purchase Agreement (all as
15 defined herein); providing for a debt service reserve fund for the Series 2007 Bonds, if any;
16 providing for a capitalized interest account for the Series 2007 Bonds, if any; authorizing the
17 Corporation and the City to obtain credit enhancement for the Series 2007 Bonds from a Credit
18 Provider, if any; authorizing the payment of any obligations due to a Credit Provider, if any, and
19 authorizing the Comptroller and any other appropriate City officials to execute the Credit
20 Agreement and other documents related thereto, if any; authorizing participation of appropriate
21 City officials in preparing the Official Statement; authorizing the acceptance of the terms of the

1 Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the
2 payment of certain costs of issuance of the Series 2007 Bonds; authorizing and directing the
3 taking of other actions and approval and execution of other documents as necessary or desirable
4 to carry out and comply with the intent hereof; superseding provisions of prior ordinances of the
5 City to the extent inconsistent with the terms hereof; and containing an emergency clause.

6 **WHEREAS**, pursuant to Sections 94.577, Revised Statutes of Missouri, and Ordinance
7 No. 62885, the voters of the City on August 23, 1993, approved the collection of a one-half cent
8 sales tax for the purpose of funding capital improvements (the “Capital Improvement Sales
9 Tax”) which allocated 10% of the revenues from the Capital Improvements Sales Tax to the
10 Police Capital Improvement Account of the Capital Improvements Sales Tax Trust Fund; and

11 **WHEREAS**, by The Industrial Development Authority of the City of St. Louis, Missouri
12 has previously issued its Leasehold Refunding Revenue Bonds, Series 2003 (Board of Police
13 Commissioners of the City of St. Louis, Missouri, Lessee) (the “Series 2003 Bonds”) to refund
14 bonds previously issued to fund capital improvements for Police Department, and which Series
15 2003 Bonds were repayable from the Capital Improvement Sales Tax; and

16 **WHEREAS**, said Series 2003 Bonds will be retired in full on August 1, 2007; and

17 **WHEREAS**, the funds in the Police Capital Improvement Account to retire the Series
18 2003 Bonds may now be used for other police related capital improvements; and

1 **WHEREAS**, the City has determined that it is in the best interest of the City to direct the
2 Corporation to issue and sell the Series 2007 Bonds to fund all or a portion of the Project through
3 a negotiated sale; and

4 **WHEREAS**, it is necessary and desirable in connection with the issuance of the Series
5 2007 Bonds for the City and/or the Corporation to execute and deliver certain documents and
6 take certain other actions as herein provided.

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

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

12 **“Additional Rentals”** shall have the meanings ascribed to such term in the Lease
13 Purchase Agreement.

14 **“Base Lease”** means the Base Lease, between the City, as lessor, and the Corporation, as
15 lessee, as may be amended and supplement in accordance with the terms thereof, pursuant to
16 which the City has conveyed a leasehold interest in the Property to the Corporation.

17 **“Bond Purchase Agreement”** means the Bond Purchase Agreement or Bond Purchase
18 Agreements related to the issuance and sale of the Series 2007 Bonds.

19 **“Bonds”** means the Series 2007 Bonds, and any and all other bonds issued by the
20 Corporation pursuant to and under the Indenture.

21 **“City Documents”** means the Base Lease, the Lease Purchase Agreement, the Credit
22 Agreement, if any, the Continuing Disclosure Agreement, the Bond Purchase Agreement, and

1 the Tax Compliance Agreement, and such other documents, certificates, and instruments as may
2 be necessary or desirable to facilitate the issuance of the Series 2007 Bonds and to carry out and
3 comply with the intent of this Ordinance.

4 **“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement with
5 respect to the Series 2007 Bonds.

6 **“Corporation Documents”** means the Trust Indenture, the Base Lease, the Lease
7 Purchase Agreement, the Bond Purchase Agreement, and the Tax Compliance Agreement, and
8 such other documents, certificates, and instruments as may be necessary or desirable to facilitate
9 the issuance of the Series 2007 Bonds and to carry out and comply with the intent of this
10 Ordinance.

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

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

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

19 **“Financial Advisor”** means P.G. Corbin & Company, Inc., the financial advisor to the
20 City with respect to the Series 2007 Bonds.

1 **“Indenture”** means the Trust Indenture between the Corporation and the Trustee, as may
2 be further amended pursuant to the terms thereof, pursuant to which the Series 2007 Bonds are
3 issued.

4 **“Lease Purchase Agreement”** means the Lease Purchase Agreement between the
5 Corporation, as lessor, and the City, as lessee, as may be amended pursuant to the terms thereof,
6 pursuant to which the Corporation has conveyed a leasehold interest in the Property to the City,
7 and the City has leased the Property from the Corporation and agreed to pay Rentals and
8 Additional Rentals, subject to annual appropriation, equal to the principal and interest due on the
9 Series 2007 Bonds.

10 **“Official Statement”** means the Preliminary Official Statement or Statements, and the
11 final Official Statement or Statements, prepared in connection with the issuance, sale, and
12 delivery of the Series 2007 Bonds.

13 **“Project”** means certain emergency management and preparedness and public health and
14 safety projects, including the purchase of certain communications equipment and/or all or a
15 portion of the design, acquisition, and/or construction of capital improvements for the Police
16 Department.

17 **“Property”** means the real and/or personal property described in the Lease Purchase
18 Agreement.

19 **“Rentals”** shall have the meanings ascribed to such term in the Lease Purchase
20 Agreement.

1 **“Series 2007 Bonds”** means the Police Capital Improvement Sales Tax Leasehold
2 Revenue Bonds (City of St. Louis, Missouri, Lessee) Series 2007 Bonds, authorized pursuant to
3 the Indenture.

4 **“Tax Compliance Agreement”** means the Tax Compliance Agreement entered into by
5 and among the City, the Corporation, and the Trustee.

6 **“Trustee”** means UMB Bank, N.A., St. Louis, Missouri, as trustee or any successor
7 thereto under the Indenture.

8 **“Underwriters”** means the underwriters with respect to the Series 2007 Bonds.

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

11 (a) to authorize and direct the Corporation to issue, if market conditions warrant, the
12 Series 2007 Bonds (i) to fund all or a portion of the costs of the Project, (ii) to fund a capitalized
13 interest account for the Series 2007 Bonds, if any; (iii) to provide funding for a debt service
14 reserve fund, if any, and/or the purchase of Credit Enhancement for the Series 2007 Bonds, and
15 (iv) to pay reasonable expenses incurred by the Corporation and the City in connection with the
16 issuance and sale of the Series 2007 Bonds; and

17 (b) to authorize and direct the Corporation to enter into a negotiated sale of the Series
18 2007 Bonds to the Underwriters.

19 **Section 3. Authority and Direction to Issue the Series 2007 Bonds.** The City
20 hereby authorizes and directs the Corporation, if market conditions warrant, to issue the Police
21 Capital Improvement Sales Tax Leasehold Revenue Bonds (City of St. Louis, Missouri, Lessee),
22 Series 2007, in an aggregate principal amount not to exceed \$25,000,000 (the “Series 2007

1 Bonds”) on behalf of the City for the purposes set forth in Section 2 hereof. The Series 2007
2 Bonds (i) shall have a final maturity not more than 30 years from their date of issuance, (ii) shall
3 bear a fixed rate of interest of not more than 10%, and (iii) may be sold at a premium or at a
4 discount with such discount not to exceed the maximum discount allowable under Missouri law.
5 The terms and provisions of the Series 2007 Bonds shall be as provided in the Indenture.

6 **Section 4. Limited Obligations.** The Series 2007 Bonds and the interest thereon
7 shall be limited obligations payable by the Corporation solely from (i) proceeds of the Series
8 2007 Bonds, (ii) Rentals and Additional Rentals received from the City by the Corporation, or by
9 the Trustee on behalf of the Corporation, and reasonably expected to be used to pay debt service
10 on the Series 2007 Bonds pursuant to the Lease Purchase Agreement, (iii) amounts available in
11 the debt service reserve fund, if any, and (iv) amounts payable by any Credit Provider in
12 connection with the Credit Enhancement on the Series 2007 Bonds. The City hereby agrees that
13 during each fiscal year or portion thereof in which the Series 2007 Bonds remain outstanding, the
14 City will not use Capital Improvement Sales Tax revenues on deposit in the Police Department
15 Capital Improvements Account of the Capital Improvements Sales Tax Trust Fund in the then-
16 current fiscal year for any purpose other than making payments of Rentals and Additional
17 Rentals during such then current-fiscal year unless such payments of Rentals and Additional
18 Rentals, if any, have been provided for. The Series 2007 Bonds and the interest thereon do not
19 and shall not constitute an indebtedness of the City or the State of Missouri or any
20 instrumentality thereof within the meaning of any constitutional or statutory debt limitation or
21 restriction. The obligation of the City to make payments of Rentals and Additional Rentals and
22 other amounts under the Lease Purchase Agreement is subject to annual appropriation as

1 provided therein. Neither the obligation of the City to make such payments under the Lease
2 Purchase Agreement nor the Series 2007 Bonds does or shall constitute a debt of the City. The
3 issuance of the Series 2007 Bonds will not directly or contingently obligate the City to make any
4 payments beyond those appropriated for its then current fiscal year.

5 **Section 5. Authority and Direction to Execute and Deliver Corporation**

6 **Documents.** In connection with the issuance of the Series 2007 Bonds, the City hereby
7 authorizes and directs the Corporation to execute and deliver the Corporation Documents, in
8 forms that are consistent with the provisions of this Ordinance, and as such Corporation
9 Documents are approved by the City Counselor and, with the advice of the Underwriters and the
10 Financial Advisor, the appropriate officers of the Corporation executing such documents, with
11 the respective signatures of such officers thereon to be evidence of the approval of the
12 Corporation.

13 **Section 6. Authority and Direction to Sell the Series 2007 Bonds in a Negotiated**

14 **Sale.** In connection with the issuance of the Series 2007 Bonds, the City hereby authorizes and
15 directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the
16 provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to
17 prepare, at the request of the Underwriters, the Official Statement; to execute and deliver the
18 final Official Statement; and to execute and deliver the Bond Purchase Agreement and any and
19 all related documents, all in connection with such negotiated sale of the Series 2007 Bonds.

20 **Section 7. Authority and Direction to Obtain Credit Enhancement.** The City

21 hereby authorizes the Corporation to obtain Credit Enhancement for the Series 2007 Bonds from
22 a Credit Provider with such credit rating that, in the opinion of the Underwriters and the

1 Financial Advisor, will achieve an economic benefit for the City if the Series 2007 Bonds are
2 secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith
3 may pledge Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the
4 Series 2007 Bonds, and (ii) any amounts due and owing to the Credit Provider under the Credit
5 Agreement. The Comptroller is hereby authorized to approve the terms of any such Credit
6 Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof, is
7 hereby authorized and directed to execute such Credit Agreement and other documents in
8 connection therewith as required to obtain the Credit Enhancement.

9 **Section 8. Authority and Direction to Execute and Deliver City Documents.** The
10 City hereby authorizes and directs the Mayor and the Comptroller of the City to execute and
11 deliver the City Documents in forms that are consistent with the provisions of this Ordinance, as
12 such City Documents are approved by the Mayor and the Comptroller with the advice of the
13 Underwriters and the Financial Advisor, and as are approved as to form by the City Counselor,
14 with the respective signatures of such officials thereon to be evidence of the approval of the City;
15 and the Register of the City is hereby authorized and directed to affix the corporate seal of the
16 City to the City Documents and to attest the same.

17 **Section 9. Authorization with Respect to Sale of the Series 2007 Bonds.** The
18 Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City are
19 hereby authorized and directed to participate with the Corporation in the preparation of the
20 Official Statement; the Mayor and the Comptroller are hereby authorized and directed to execute
21 and deliver the final Official Statement in a form that is consistent with the provisions of this
22 Ordinance, as is approved by the Mayor and the Comptroller with the advice of the Underwriters

1 and the Financial Advisor, and as is approved as to form by the City Counselor, with the
2 respective signatures of the Mayor and the Comptroller thereon to be evidence of the approval of
3 the City.

4 **Section 10. Police Department Capital Improvements Account.** The second
5 sentence of Section Nine of City Ordinance Number 62885 shall be deemed superseded as of the
6 effective date of this Ordinance by the provisions of this Section 10. Money in the Police
7 Department Capital Improvements Account of the Capital Improvements Sales Tax Trust Fund
8 shall be used only to fund capital improvements of the Police Department, including the
9 operation and maintenance of such capital improvements and amounts payable on financings, the
10 proceeds of which are used to fund such capital improvements, the operation thereof, and/or the
11 maintenance thereof.

12 **Section 11. Further Authority.** The Mayor, the Comptroller, the Treasurer (as to
13 permitted investments only), the Register, and other appropriate officers, agents, and employees
14 of the City are hereby authorized to take such further actions and execute such other documents
15 as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and
16 to carry out, comply with and perform the duties of the City with respect to the City Documents,
17 and the Official Statement.

18 **Section 12. Emergency Clause.** The passage of this Ordinance being deemed
19 necessary for the immediate preservation of the public health, moral, safety, and general welfare,
20 shall be and is hereby declared to be an emergency measure within the meaning of Article IV,
21 Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this Ordinance shall take
22 effect immediately upon its approval by the Mayor.

1 **Section 13. Superseding of Inconsistent Provisions.** The provisions of this
2 Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms
3 hereof, but only to the extent of such inconsistency.