

**ORDINANCE #67092**  
**Board Bill No. 34**  
**Committee Substitute**

An ordinance repealing Ordinance 66184 and in lieu thereof enacting a new ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the First 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 the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

**SECTION ONE.** Ordinance 66184 is hereby repealed and the following provisions are enacted in lieu thereof.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 liquor licenses within the area beginning at the intersection of the centerlines of N. Euclid Ave. and Northland Ave. and proceeding along the centerlines in a generally clockwise direction west to Union Blvd., south to Northland Pl., west to Arlington Ave., north to Lexington Ave., east and continuing in a straight line to Union Blvd., north to Natural Bridge Ave., east to N. Kingshighway Memorial Blvd., north to Interstate 70, west to Alcott Ave., northeast to Thekla Ave., northwest to Beacon Ave., northeast to Harney Ave., southeast to Alcott Ave., northeast to West Florissant Ave., southeast to Shreve Ave., southwest to Ashland Ave., west to N. Euclid Ave., south to the point of the beginning.. Such area shall be known as the First 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 or drink liquor license for any premises which is located within the boundaries of the First Ward Liquor Control District established in Section One of this ordinance.

**SECTION FOUR.** 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 subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Issue a drink license for a premises which has operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289, **for at least two quarters of a fiscal year as determined by the gross receipts reported to the License Collector for the City of St. Louis.**
- (3) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 62656.
- (4) Issue a package license for a premises operating as a retail grocery store with annual sales of at least Five Hundred Thousand Dollars (\$500,000.00) that carries a wide variety of food and grocery items in particular product categories, including bread and dairy products; refrigerated and frozen food and beverage products; fresh and prepared meats and poultry; produce, including fresh fruits and vegetables; shelf-stable food and beverage products, including canned and other types of packaged products; staple foodstuffs, which may include salt, sugar, flour, sauces, spices, coffee, and tea; and other grocery products, including nonfood items such as soaps, detergents, paper goods, other household products, and health and beauty aids.

**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: May 30, 2006**

**ORDINANCE #67093**  
**Board Bill No. 2**  
**Committee Substitute**

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Twenty-First 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 the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; 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 liquor licenses within the area beginning at the intersection of the centerline of Vandeventer Ave. and Ashland Ave., and proceeding along the centerlines in a generally clockwise direction west to Fair Ave., north to Lexington Ave., west to Marcus Ave., north to Palm St., west to Shreve Ave., north to West Florissant Ave., southeast to Interstate 70, east to Adelaide Ave., southwest to Rosalie St., southeast to Carter Ave., west to Fair Ave., south to Penrose St., east to Clay Ave., south to Kossuth Ave., east to Prairie Ave., south along the road through Fairgrounds Park to Vandeventer Ave., and south to the point of beginning. Such area shall be known as the Twenty-First 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 or drink liquor license for any premises which is located within the boundaries of the Twenty-First 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 subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Issue a drink license for a premises which has operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289, **for at least two quarters of a fiscal year as determined by the gross receipts reported to the License Collector for the City of St. Louis.**
- (3) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 62656.

**SECTION FOUR. 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: May 30, 2006**

**ORDINANCE #67094**  
**Board Bill No. 29**  
**Floor Substitute**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell the Corporation's City Justice Center Leasehold Revenue Refunding Bonds, Series 2006 (the "Series 2006 Bonds") in an aggregate principal amount of not to exceed \$26,000,000 in order to refund all or a portion of its City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A and its City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B (collectively, the "Refunded Bonds"), and, if desirable, to redeem a portion of its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A (the "Redeemed Bonds"), for the general welfare, safety and benefit of the citizens of the City of St. Louis, Missouri (the "City"); authorizing and directing the Corporation to execute and deliver the Fifth Supplemental Indenture of Trust, the Third Supplemental Base Lease, if any, the Third Supplemental Lease Agreement, if any, the Tax Compliance Agreement, the Official Statement, the Bond Purchase Agreement, and the Escrow

Agreement, if any; authorizing the City to execute the Third Supplemental Base Lease, if any, the Third Supplemental Lease Agreement, if any, the Second Supplemental Pledge Agreement, if any, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Official Statement, the Bond Purchase Agreement, and the Escrow Agreement, if any; authorizing the Corporation and the City to obtain credit enhancement for the Series 2006 Bonds from a Credit Provider, authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials to execute the Credit Agreement and other documents related thereto, if any; authorizing participation of appropriate City officials in preparing the Official Statement; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the payment of certain costs of issuance thereof; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof; and containing an emergency clause.

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of the Refunded Bonds pursuant to the herein defined Indenture to finance completion of the Project (as defined in the Indenture);

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of the Refunded Bonds and the Redeemed Bonds pursuant to the herein defined Indenture to finance completion of the Project (as defined in the Indenture);

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

**WHEREAS**, the Board of Aldermen of the City has heretofore pledged as security for the Bonds certain State Reimbursements (as hereinafter defined) paid to the City as provided in the Pledge Agreement; and

**WHEREAS**, it is necessary and desirable in connection with the issuance of the Series 2006 Bonds for the City and/or the Corporation to execute and deliver certain documents and take certain other actions as herein provided.

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

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

**“Base Lease”** means the Base Lease, between the City and the Corporation, as lessor, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Base Lease dated as of February 1, 2000, the Second Supplemental Base Lease dated as of September 1, 2005, and the Third Supplemental Base Lease, if any, and as may be further amended and supplement pursuant to the terms thereof, pursuant to which the City has conveyed a leasehold interest in the Property to the Corporation.

**“Bond Purchase Agreement”** means the Bond Purchase Agreement or Bond Purchase Agreements related to the issuance and sale of the Series 2006 Bonds.

**“Bonds”** means the Refunded Bonds, the Redeemed Bonds, the Series 2006 Bonds, and any and all other bonds issued by the Corporation pursuant to and under the Indenture.

**“City Documents”** means the Third Supplemental Base Lease, if any, the Third Supplemental Lease Agreement, if any, the Second Supplemental Pledge Agreement, if any, the Escrow Agreement, if any, the Continuing Disclosure Agreement, the Bond Purchase Agreement, and the Tax Compliance Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2006 Bonds and to carry out and comply with the intent of this Ordinance.

**“City Justice Center”** means the City Justice Center located on the real property described on Tract II of Schedule I to the Lease Agreement, and situated in the City, and any other real or personal property hereafter acquired by the Corporation and leased by the Corporation to the City pursuant to the Lease Agreement with respect to the City Justice Center, and appurtenant easements, rights-of-way, improvements, paving, and personal property necessary, convenient, and appurtenant thereto, and any modifications, alterations, or changes in, on, or to the foregoing, or any repairs thereto or thereof.

**“Corporation Documents”** means the Fifth Supplemental Indenture, the Third Supplemental Base Lease, if any, the Third Supplemental Lease Agreement, if any, the Bond Purchase Agreement, the Escrow Agreement, if any, and the Tax Compliance Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2006 Bonds and to carry out and comply with the intent of this Ordinance.

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

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

**“Credit Provider”** means the issuer or issuers of the Credit Enhancement, if any, pursuant to or identified in the Fifth

Supplemental Indenture.

**“Escrow Agreement”** means the Escrow Agreement, if any, among the City, the Corporation and UMB Bank, N.A., as escrow agent.

**“Fifth Supplemental Indenture”** means the Fifth Supplemental Indenture of Trust between the Corporation and the Trustee, securing the Series 2006 Bonds.

**“Financial Advisor”** means P.G. Corbin & Company, Inc., the financial advisor to the City with respect to the Series 2006 Bonds.

**“Indenture”** means the Indenture of Trust between the Corporation and the Trustee, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Indenture of Trust dated as of August 1, 1996, the Second Supplemental Indenture of Trust dated as of February 1, 2000, the Third Supplemental Indenture of Trust dated as of September 1, 2001, the Fourth Supplemental Indenture of Trust dated as of September 1, 2005, and the Fifth Supplemental Indenture of Trust, and as may be further amended pursuant to the terms thereof.

**“Lease Agreement”** means the Lease Purchase Agreement between the Corporation and the City, dated as of the August 1, 1996, as amended and supplemented by the First Supplemental Lease Agreement dated as of February 1, 2000, the Second Supplemental Lease Agreement dated as of September 1, 2005, and the Third Supplemental Lease Agreement, if any, and as may be further amended pursuant to the terms thereof, pursuant to which the Corporation has conveyed a leasehold interest in the Property to the City, and the City has leased the Property, together with any improvements thereon, from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal and interest due on the Bonds.

**“Official Statement”** means the Preliminary Official Statement or Statements, and the final Official Statement or Statements, prepared in connection with the issuance, sale, and delivery of the Series 2006 Bonds.

**“Pledge Agreement”** means the Pledge Agreement between the City and the Trustee, dated as of August 1, 1996, as amended and supplemented by the First Supplemental Pledge Agreement dated as of September 1, 2005, and the Second Supplemental Pledge Agreement, if any, and as may be further amended pursuant to the terms thereof.

**“Pledged Revenues”** means State Reimbursements pledged under the Pledge Agreement.

**“Property”** means the real and personal property described on Revised Schedule I to the Lease Agreement together with any improvements constructed thereon.

**“Redeemed Bonds”** means a portion of the outstanding St. Louis Municipal Finance Corporation City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A, as more particularly described in the Second Supplemental Indenture.

**“Refunded Bonds”** means all or a portion of the outstanding St. Louis Municipal Finance Corporation City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A, and all or a portion of the outstanding St. Louis Municipal Finance Corporation City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B, as more particularly described in the First Supplemental Indenture.

**“Second Supplemental Pledge Agreement”** means the Second Supplemental Pledge Agreement, if any, between the City and the Trustee.

**“Series 2006 Bonds”** means the Series 2006 Bonds authorized pursuant to the Fifth Supplemental Indenture.

**“State Reimbursements”** means certain prisoner per diem cost reimbursements received by the City from the State of Missouri pursuant to Section 221.105 of the Revised Statutes of Missouri, as amended.

**“Third Supplemental Base Lease”** means the Third Supplemental Base Lease, if any, between the City and the Corporation.

**“Third Supplemental Lease Agreement”** means the Third Supplemental Lease Purchase Agreement, if any, between the Corporation and the City.

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

**“Underwriters”** means the underwriters with respect to the Series 2006 Bonds.

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

(a) to authorize and direct the Corporation to issue, if market conditions warrant, the Series 2006 Bonds (i) to refund the Refunded Bonds, (ii) to redeem the Redeemed Bonds, (iii) to provide for a debt service reserve fund and/or Credit Enhancement for the Series 2006 Bonds, and (iv) to pay reasonable expenses incurred by the Corporation and City in connection with the issuance

and sale of the Series 2006 Bonds; and

(b) to authorize and direct the Corporation to enter into a negotiated sale of the Series 2006 Bonds to the Underwriters.

**Section 3 Authority and Direction to Issue the Series 2006 Bonds.** The City hereby authorizes and directs the Corporation, if market conditions warrant, to issue the Corporation's City Justice Center Leasehold Revenue Refunding Bonds, Series 2006, in an aggregate principal amount not to exceed \$26,000,000 (the "Series 2006 Bonds") on behalf of the City for the purposes set forth in Section 2 hereof. The Series 2006 Bonds (i) shall have a final maturity not more than 30 years from their date of issuance, (ii) shall bear a fixed rate of interest of not more than 10%, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The terms and provisions of the Series 2006 Bonds shall be as provided in the Fifth Supplemental Indenture.

**Section 4 Limited Obligations.** The Series 2006 Bonds and the interest thereon shall be limited obligations payable by the Corporation solely from (i) proceeds of the Series 2006 Bonds, (ii) Pledged Revenues, (iii) Rentals and Additional Rentals received from the City by the Corporation, or by the Trustee on behalf of the Corporation, and reasonably expected to be used to pay debt service on the Series 2006 Bonds pursuant to the Pledge Agreement and Lease Agreement, (iv) amounts available in the debt service reserve fund, if any, and (v) amounts payable by any Credit Provider in connection with the Credit Enhancement on the Series 2006 Bonds. The Bonds and the interest thereon do not and shall not constitute an indebtedness of the City or State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Agreement is subject to annual appropriation as provided therein. Neither the obligation of the City to make such payments under the Lease Agreement nor the Bonds does or shall constitute a debt of the City. The issuance of the Series 2006 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year.

**Section 5 Authority and Direction to Execute and Deliver Corporation Documents.** In connection with the issuance of the Series 2006 Bonds, the City hereby authorizes and directs the Corporation to execute and deliver the Corporation Documents, in forms that are consistent with the provisions of this Ordinance, and as such Corporation Documents are approved by the City Counselor and the appropriate officers of the Corporation executing such documents, with the respective signatures of such officers thereon to be evidence of the approval of the Corporation.

**Section 6 Authority and Direction to Sell the Series 2006 Bonds in a Negotiated Sale.** In connection with the issuance of the Series 2006 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Official Statement; to execute and deliver the final Official Statement; and to execute and deliver the Bond Purchase Agreement, all in connection with such negotiated sale of the Series 2006 Bonds.

**Section 7 Authority and Direction to Obtain Credit Enhancement.** The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the Financial Advisor, will achieve an economic benefit for the City if the Series 2006 Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Pledged Revenues, Rentals, and Additional Rentals on a parity basis to payment of (i) debt service on the Bonds, and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any such Credit Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain the Credit Enhancement.

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

**Section 9 Authorization with Respect to Sale of the Series 2006 Bonds.** The Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City are hereby authorized and directed to participate with the Corporation in the preparation of the Official Statement; the Mayor and the Comptroller are hereby authorized and directed to execute and deliver the final Official Statement in a form that is consistent with the provisions of this Ordinance, as is approved by the Mayor and the Comptroller with the advice of the Underwriters and the Financial Advisor, and as is approved as to form by the City Counselor, with the respective signatures of the Mayor and the Comptroller thereon to be evidence of the approval of the City.

**Section 10 Further Authority.** The Mayor, the Comptroller, the Treasurer (as to permitted investments only), the Register, and other appropriate officers, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents, and the Official Statement.

**Section 11 Emergency Clause.** The passage of this Ordinance being deemed necessary for the immediate preservation of the public health, moral, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this ordinance shall take

effect immediately upon its approval by the Mayor.

**Section 12** **Superseding of Inconsistent Provisions.** The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

**Approved: May 30, 2006**

**ORDINANCE #67095**  
**Board Bill No. 32**

**AN ORDINANCE TO PROVIDE FOR THE BORROWING OF FUNDS IN ANTICIPATION OF THE COLLECTION OF TAX PAYMENTS LEVIED BY THE CITY OF ST. LOUIS, MISSOURI FOR DEPOSIT IN ITS GENERAL REVENUE FUND FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2006, AND REMAINING UNCOLLECTED AND OTHER REVENUES REMAINING TO BE COLLECTED AND DEPOSITED IN THE GENERAL REVENUE FUND FOR FISCAL YEAR ENDING JUNE 30, 2007, ALL SUCH REVENUES FOR THE GENERAL REVENUE FUND IN THE TREASURY OF THE CITY OF ST. LOUIS, MISSOURI THROUGH THE ISSUANCE BY THE CITY OF ST. LOUIS, MISSOURI OF ITS TAX AND REVENUE ANTICIPATION NOTES, AND THE ACQUIRING OF CREDIT ENHANCEMENT IF NECESSARY IN ORDER TO LOWER THE COST OF SUCH BORROWING; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTES; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS; AND CONTAINING AN EMERGENCY CLAUSE.**

WHEREAS, it now appears and the Board of Aldermen of The City of St. Louis, in the State of Missouri (the "City"), so finds that the estimate of the total receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006, and remaining uncollected and other revenues remaining to be collected and deposited in the General Revenue Fund in the fiscal year ending June 30, 2007 is Four Hundred Nineteen Million Nine Hundred Twenty Five Thousand Five Hundred Dollars (\$419,925,500); and

WHEREAS, there have become and will become due and payable on and prior to the 31st day of December, 2006, expenses and obligations of the City, payable from the General Revenue Fund, aggregating not less than the sum of Two Hundred Twenty Nine Million Seven Hundred Seventy Three Thousand Four Hundred Dollars (\$229,773,400); and

WHEREAS, it is the opinion of this Board of Aldermen, and this Board of Aldermen so finds, that sufficient taxes will be collected from the delinquent taxes for the year 2005 and years prior thereto, together with the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, to provide for such expenditures; and

WHEREAS, this Board of Aldermen finds that sufficient funds are not and will not be available in the General Revenue Fund in the Treasury of the City on or prior to the 31st day of December, 2006, to pay all of such legal obligations chargeable to such Fund as they will become due and payable on and prior to such date and to maintain reasonable reserves in the General Revenue Fund; and

WHEREAS, the Comptroller of the City has informed this Board of Aldermen that a cash flow deficiency amounting to a sum in excess of Twenty-Six Million Dollars (\$26,000,000) may be anticipated in the aforesaid General Revenue Fund at a time or times during the remainder of the aforesaid calendar year 2006; and

WHEREAS, this Board of Aldermen deems it desirable to maintain a reasonable reserve in the General Revenue Fund at all times during the fiscal year ending June 30, 2007; and

WHEREAS, this Board of Aldermen is authorized, under and by the Charter of The City of St. Louis (the "Charter") and the laws of the State of Missouri, to borrow Funds in anticipation of the collection of the sums to be derived from City taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, provided the amount of such loans at no time shall exceed this Board of Aldermen's estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007; and

WHEREAS, this Board of Aldermen is authorized, under and by such Charter and other relevant laws to determine the amount of such loans and the terms thereof and to execute and issue notes of the City for all funds so borrowed to the lenders thereof as evidence of such loans and of the terms of the City's obligation to repay the same; and

WHEREAS, this Board of Aldermen does now find and determine that it is necessary and advisable that the City proceed to borrow a sum not to exceed Fifty-Five Million Dollars (\$55,000,000) in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007,

in order to maintain a reasonable reserve in, and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund of the City in the fiscal year ending June 30, 2007, which expenses and obligations will become due and payable on and prior to the 31st day of December 2006, but for the payment and discharge of which it is hereby estimated that funds will not be available otherwise in such General Revenue Fund; and

**WHEREAS**, no funds heretofore have been borrowed in anticipation of the collection of such taxes and revenues; and

**WHEREAS**, this Board of Aldermen does now find and determine that such sum of Fifty-Five Million Dollars (\$55,000,000) will not exceed the aforesaid estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected and deposited in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007; and

**WHEREAS**, to the end that such sum may be borrowed for such purpose, it is necessary that this Board of Aldermen shall determine the terms and other incidents of such borrowing; and

**WHEREAS**, this Board of Aldermen hereby finds and determines that credit enhancement (guaranteeing the payment when due of the principal of and interest on the notes issued to evidence the loan hereinafter authorized) may be necessary to improve the marketability of such notes and may decrease the net interest cost of such loan to the City; and

**WHEREAS**, this Board of Aldermen hereby finds and determines that it may be in the best interests of the City that the City issue its tax and revenue anticipation notes (the "Notes") in order to ease the City's cash flow difficulties for the current calendar year; and

**WHEREAS**, this Board of Aldermen authorizes the City, upon the approval of the Board of Estimate and Apportionment, to issue the Notes; and

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

**SECTION 1. Definitions.** Capitalized terms used in this Ordinance and not otherwise defined in this Ordinance shall be as defined in preambles hereto or in the Indenture.

**SECTION 2. Findings, Determinations and Declarations.** The findings, determinations and declarations set forth in the preambles hereto are incorporated herein by this reference. In addition, the Board of Aldermen hereby finds, determines and declares as follows:

- (a) The issuance of the Notes, the sale and delivery thereof through a negotiated sale to certain underwriters and the use of a portion of the proceeds thereof as set forth in this Ordinance is necessary and desirable for the use and benefit of the City.
- (b) In approving the issuance of the Notes and the sale and delivery thereof, it is the intention of the Board of Aldermen, that:
  - (i) the aggregate principal amount of Notes shall not exceed the amount set forth in this Ordinance; and
  - (ii) no notes, bonds or other obligations of any kind or description for such purpose shall be issued or sold without authorization by a subsequent City ordinance; and
  - (iii) this Ordinance authorizes the issuance and sale of the Notes only.
- (c) It is necessary and appropriate in connection with the issuance of the Notes that, in the Indenture, the City agrees to carry out the provisions of the Indenture (as defined below).

**SECTION 3. Authorization of Borrowing.** In order to maintain a reasonable reserve in, and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund in the Treasury of the City for the fiscal year ending June 30, 2007, which expenses and obligations will become due and payable on and prior to the 31st day of December, 2006, but for the payment and discharge of which it is estimated that funds will not be available otherwise in such Fund, a principal sum not to exceed Fifty-Five Million Dollars (\$55,000,000), such principal sum to be determined by the Mayor and the Comptroller and evidenced by the execution of the Note Purchase Agreement, shall upon approval of the Board of Estimate and Apportionment be borrowed by the City for such deposit in the General Revenue Fund within the Treasury of the City in anticipation of the revenues derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007.

**SECTION 4. Authorization of Notes.** Upon approval by the Board of Estimate and Apportionment, the borrowing shall be evidenced by the Notes to be designated "Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2006," numbered from one upward, of the denomination of Five Thousand Dollars (\$5,000) and any integral multiple thereof. The Notes shall bear interest on either a variable or fixed rate basis at a rate not to exceed ten percent (10%) per annum, as may be determined by the Mayor and Comptroller, subject to the interest rate and par value limitations set forth in Chapter 108.170, Missouri

Revised Statutes, as amended, computed on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months, payable on the date of maturity of the Notes, and the Notes shall be dated as of the date of original issue, and shall mature less than three hundred sixty-four (364) days from the date of original issue. The Notes shall be payable, both as to principal and interest, in lawful money of the United States at UMB Bank, N.A., as Registrar and Paying Agent (the "Registrar and Paying Agent"), in The City of St. Louis, State of Missouri.

**SECTION 5. Book-Entry System; Appointment of Registrar and Paying Agent.** The Notes shall be issuable as book entry notes in the form of fully registered Notes, without coupons, and the Registrar and Paying Agent may treat the person in whose name any Note is registered on the note register as the absolute owner thereof for all purposes and payment of or on account of the principal of or interest on any Note shall be made only to or upon the order of the registered owner thereof or his/her legal representative, and the City and the Registrar and Paying Agent shall not be affected by any notice to the contrary. UMB Bank, N.A., in the City of St. Louis, State of Missouri, is hereby appointed Registrar and Paying Agent for the Notes. With respect to all Notes registered in the name of The Depository Trust Company or its nominee, the City and the Registrar and Paying Agent shall recognize The Depository Trust Company or its nominee as the owner of the Notes for all purposes under this Ordinance.

**SECTION 6. Equality of Benefits, Protection and Security.** The covenants and agreements of the City contained herein and in the Notes and any related document (including the pledge contained in Section 11 hereof) shall be for the equal benefit, protection and security of: (a) the holders of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds hereinafter pledged to the payment of the principal of and the interest on the Notes, or otherwise; and (b) the bank, banking institution, insurance company or other provider of credit enhancement, if any, selected by the Mayor and the Comptroller of the City pursuant to Section 13 hereof (collectively, the "Provider") after payment in full by the Provider of the principal of and interest on the Notes pursuant to any credit enhancement agreement (collectively, the "Credit Enhancement") and any related Reimbursement Agreement (the "Reimbursement Agreement") as authorized by Section 13 of this Ordinance.

**SECTION 7. Execution of Notes.** All Notes issued hereunder shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor, the Comptroller and the Treasurer, and approved as to form by the City Counselor and attested by the manual or facsimile signature of the Register of the City, under the manual or facsimile corporate seal of the City.

**SECTION 8. Form of Notes.** The Notes and the certificates to be endorsed thereon shall be in substantially the form and executed in the manner as hereinafter set forth, with such changes therein as may be required by the Indenture with such modifications as appropriate relating to determination of whether to utilize credit enhancement, consistent with this Ordinance, all as approved by the officials executing the same:

**UNITED STATES OF AMERICA  
STATE OF MISSOURI  
THE CITY OF ST. LOUIS  
%  
TAX AND REVENUE ANTICIPATION NOTE  
PAYABLE FROM THE GENERAL REVENUE FUND  
SERIES 2006**

\$ \_\_\_\_\_

No. \_\_\_\_\_

CUSIP: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

The City of St. Louis, in the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns, on the \_\_\_\_\_ day of June, 2007, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States of America, but only out of money in the Treasury of the City standing to the credit of the General Revenue Fund, together with interest thereon from the date hereof until the principal hereof shall have been paid, at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum, computed on the basis of a three hundred sixty (360) day year, comprised of twelve (12) thirty (30) day months. Both principal of and interest on this Note are payable upon presentation and surrender at UMB Bank, N.A., as registrar and paying agent (the "Registrar and Paying Agent"), in the City of St. Louis, State of Missouri, to the person in whose name this Note is registered on the note register on the Business Day immediately preceding the maturity date thereof.

This Note and the series of which it is one are authorized to be issued by the City in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007 and are issued under and pursuant to the Charter of the City and the laws of the State of Missouri and pursuant to Ordinance No. \_\_\_\_\_ adopted by the Board of Alderman of the City on \_\_\_\_\_, 2006 and approved by the Mayor of the City on \_\_\_\_\_, 2006 (the "Ordinance") and an Indenture of Trust dated as of July 1, 2006 (the "Indenture"), between the City and the Registrar and Paying Agent, as Trustee.

The obligations evidenced by this Note and the series, numbered from one upward, of which it is one (the "Notes"), constitute obligations for a like amount of money borrowed by the City for the General Revenue Fund in anticipation of the collection

of the revenues to be derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007 and constitute a first charge upon the incoming taxes and revenues for such General Revenue Fund for such fiscal year ending June 30, 2007.

The Notes are valid and binding, special, limited obligations of the City payable solely out of and secured by a pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof, and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

This Note may be transferred only upon the note register upon surrender hereof to the Registrar and Paying Agent duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his/her attorney or legal representative in such form as shall be satisfactory to the Registrar and Paying Agent.

The City may cause to be delivered to the Registrar and Paying Agent credit enhancement (the "Credit Enhancement") issued by [(the selected Credit Enhancement provider)] (the "Provider"). The Registrar and Paying Agent shall be entitled under the Credit Enhancement to receive an amount sufficient to pay the principal of the Notes and the interest due thereon. Upon the occurrence of the events set forth in that certain agreement (the "Reimbursement Agreement") between such City and the Provider, payment of the principal of and interest on the Notes may be accelerated by declaration made by the Provider to the City and the Registrar and Paying Agent.

Reference is made hereby to the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) and the Credit Enhancement (if utilized), conformed copies of which are being held by the Registrar and Paying Agent, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the City, the Registrar and Paying Agent, the Provider and the holders of the Notes. The holder of this Note, by acceptance hereof, is deemed to have agreed and consented to the terms and provisions of the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) and the Credit Enhancement (if utilized). The holder of this Note, by acceptance hereof, shall have no right to enforce the provisions of the Ordinance, the Indenture, the Reimbursement Agreement (if utilized) or the Credit Enhancement (if utilized), to institute action to enforce the covenants contained in those documents, to take any action with respect to any failure to perform any act hereinabove set forth, or to institute, appear in, or defend any suit or other proceeding with respect thereto.

It is hereby certified, warranted and represented that all acts, conditions and things required to be done, to happen and to exist, precedent to and in the issuance of this Note and the series of which it is one, in order to make the same legal, valid and binding special obligations of such City, have been done, have happened and do exist in proper form, time and manner, as required by law; that the aggregate principal amount of the borrowing evidenced by this Note and the series of which it is one does not exceed the estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007 or an amount which would alter the tax-exempt status of the interest on this Note; and that the proceeds of the taxes levied and collected in such fiscal year and other revenues for the General Revenue Fund, or so much thereof as may be necessary, and the proceeds of such taxes and revenues are hereby irrevocably pledged to the payment of this Note and the other Notes of which it is one and the interest to accrue thereon.

**IN TESTIMONY WHEREOF**, The City of St. Louis, in the State of Missouri, has caused this Note to be executed on its behalf by the manual or facsimile signatures of the Mayor, the Comptroller and the Treasurer and, approved as to form by the City Counselor and attested by the manual or facsimile signature of the Register of the City, under the manual or facsimile corporate seal of the City, this \_\_\_\_\_ day of July, 2006.

**THE CITY OF ST. LOUIS, MISSOURI**

\_\_\_\_\_  
Francis G. Slay, Mayor

\_\_\_\_\_  
Darlene Green, Comptroller

\_\_\_\_\_  
Larry Williams, Treasurer

Attest:

\_\_\_\_\_  
Parrie L. May, Register

(SEAL)

Approved as to form:

City Counselor \_\_\_\_\_

(FORM OF ASSIGNMENT)

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

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

the within mentioned Note and all rights thereunder, and hereby constitutes and appoints \_\_\_\_\_ to transfer the within mentioned Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: No transfer will be registered and no new Note will be issued in the name of the transferee unless the signature(s) to this assignment correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the transferee is supplied.

\_\_\_\_\_  
(Name of Eligible Guarantor Institution as defined by SEC Rule 18 Ad-15 (17 CFR 240.17 Ad-15))

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 9. Registration of Notes.** When the Notes shall have been prepared and executed as hereinabove directed, they shall be registered in the office of the Treasurer of the City in a book to be provided for that purpose, showing the number of each Note, the denomination thereof, the interest rate, the place of payment, the due date, and to whom sold and delivered, with the date of such sale and delivery, and there shall be attached to each of such Notes a form of certificate for manual execution by the Treasurer substantially as follows:

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

It is hereby certified that the attached Note has been registered in my office in a book kept for that purpose.

\_\_\_\_\_  
Treasurer, The City of St. Louis, Missouri

**SECTION 10. Limited Obligations.** The Notes and the interest thereon shall constitute special, limited obligations of the City, payable solely and only from the General Revenue Fund taxes and revenues herein pledged, and such Notes shall be negotiable in all respects in accordance with the Uniform Commercial Code of the State of Missouri, as amended. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof, and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

**SECTION 11. First Charge on Taxes.** The Notes herein authorized to be issued and any obligations of the City under any Reimbursement Agreement shall be and the same are established and regarded hereby as a first charge upon the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, in anticipation of which the Notes are issued, and the incoming taxes and revenues, or so much thereof as may be necessary, shall be and the same are irrevocably pledged hereby for and to the payment of the Notes herein authorized to be issued and to the repayment of any amounts owed under any Reimbursement Agreement.

**SECTION 12. Manner of Sale of Notes.** The Mayor and the Comptroller of the City shall sell such Notes for the best price obtainable, either at private or public sale, as they may deem most expedient. The Comptroller and the Treasurer of the City shall be and are hereby authorized and directed to sell and deliver the Notes to the purchaser or purchasers of such Notes, upon receipt of payment from such purchaser or purchasers, of the aggregate face value of the Notes. None of the Notes shall be sold for less than par and accrued interest, if any, to the date of delivery.

**SECTION 13. Authorization of Credit Enhancement.** The Mayor and the Comptroller of the City are hereby authorized to enter into such an agreement with a Provider deemed by them to be appropriate for the purpose and for such a fee deemed by the Comptroller to be reasonable (but not in excess of one and one-half percent (1.50%) of the principal amount of and accrued interest,

from original issue date to maturity date, on the Notes issued hereunder), as may be required to induce such Provider to issue the Credit Enhancement in which it agrees to pay the principal of and interest on the Notes issued hereunder when due. The Mayor and the Comptroller also are authorized hereby to enter into such additional concurrent agreement or agreements with any Provider providing the Credit Enhancement as may be required by that Provider in order to provide for the payment of additional interest (but at an aggregate rate not in excess of fourteen percent (14%) per annum) for each day the obligations under any applicable Reimbursement Agreement remain unpaid should that Provider not be reimbursed promptly or fully for the payment of such principal and interest when due. To the extent that the Mayor and the Comptroller determine not to obtain the Credit Enhancement, then all references to the Credit Enhancement, the Provider and the Reimbursement Agreement shall be deemed to be omitted from this Ordinance.

**SECTION 14. Purpose of the Notes.** The Notes herein authorized to be issued shall be prepared and executed to provide funds with which to meet and discharge the obligations of the General Revenue Fund in the Treasury of the City as such obligations accrue from time to time.

**SECTION 15. Deposit and Use of Proceeds of the Notes.** The proceeds received from the sale and delivery of the Notes shall be deposited immediately in the Treasury of the City to the credit of the General Revenue Fund, and the amount so credited, or so much thereof as may be necessary, shall be used and expended only in payment of the expenses and obligations properly payable from such General Revenue Fund for the fiscal year ending June 30, 2007, which have and will become due and payable on or prior to the 31st day of December, 2006.

**SECTION 16. Establishment of Sinking Fund.** In order to assure the availability of adequate funds on the maturity date of the Notes, with which to pay the Notes or, if applicable, to reimburse the Provider as contemplated by any Reimbursement Agreement, the Comptroller of the City is hereby directed to set aside (into a separate and distinct account called the "Tax and Revenue Anticipation Notes of 2006 Sinking Fund") on her books, out of the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, the sum of Fifteen Million Dollars (\$15,000,000) on or before April 30, 2007, the additional sum of Fifteen Million Dollars (\$15,000,000) on or before May 31, 2007, and the remainder of the principal outstanding on or before the maturity date of the Notes, plus the interest which then will be due on all of such Notes on the maturity date of the Notes. Any sums on deposit in such Sinking Fund may be invested and reinvested by the Treasurer of the City.

**SECTION 17. Authorization of Payment of Fees.** The Registrar and Paying Agent herein designated shall be paid the usual and customary fees for its services in connection herewith, which fees shall be paid from the General Revenue Fund in the Treasury of the City, the amount of which fees shall be subject to approval by the Comptroller of the City.

**SECTION 18. Tax Law Compliance.** The Internal Revenue Code of 1986, as amended, imposes various requirements to maintain the exclusion from gross income for federal income tax purposes of interest on the Notes. Some of these requirements may be complied with only after the issuance of the Notes, and failure so to comply could cause interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance. The City hereby covenants to comply with all such requirements.

**SECTION 19. Approval of Documents.**

(a) **Notes.** The Note form, in the form provided in Section 8 herein, is hereby approved on behalf of the City. The proper officials of the City are hereby authorized and directed to execute and deliver the Notes on behalf of the City in the manner provided in this Ordinance and the Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City. If any of the officials who shall have signed or sealed any of the Notes shall cease to be such officials of the City before the Notes so signed and sealed have been actually authenticated by the Treasurer, or delivered by the City, such Notes nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Notes had not ceased to be such official or officials of the City; and any such Notes also may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Notes, shall be the proper officials of the City, although at the date of such Notes any such person shall not have been such official of the City.

(b) **Indenture.** The Indenture, in the form attached hereto as EXHIBIT A, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized and directed to execute and deliver the Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

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

(d) **Official Statement.** The Mayor, the Comptroller, the Treasurer and other appropriate City officials are hereby authorized and directed to participate in the preparation of the preliminary official statement and the final official statement for the issuance and sale of the Notes and are further authorized and directed to execute and deliver such documents with their signature thereon to be conclusive of such approval by the City.

(e) **The Note Documents.** The Mayor, the Comptroller, the Treasurer, and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized to execute and deliver the Note documents, including a Reimbursement Agreement, if required, in such form not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized to affix the corporate seal of the City thereon and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such document on behalf of the City.

(f) **The Continuing Disclosure Certificate.** The Continuing Disclosure Certificate, in the form attached hereto as EXHIBIT B, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, and other appropriate officials of the City, with the approval as to form by the City Counselor and after approval of the Board of Estimate and Apportionment, are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate in such form and with changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of the Continuing Disclosure Certificate by the City.

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

**SECTION 20. Appointment of Disbursing Agent.** The Board of Aldermen hereby appoints the Trustee under the Indenture to act as disbursing agent (the "Disbursing Agent") on behalf of the City, and in such capacity, to receive, hold, invest and disburse the proceeds of the Notes on behalf of the City in accordance with the Indenture.

**SECTION 21. Further Action.** The Mayor, the Comptroller and the Treasurer, and the other appropriate officers, agents and employees of the City, upon approval of the Board of Estimate and Apportionment, are hereby authorized and directed to take such other and further action, and to execute, deliver and file such other and further documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Notes and the Indenture.

**SECTION 22. Amendments.** This Ordinance has been adopted to provide for and induce the sale of the Notes and may not be repealed, amended or modified while any Notes are outstanding, except for such amendments which, in the opinion of counsel to the City and nationally recognized bond counsel, (i) shall not materially adversely affect the interests of the holders of the Notes; (ii) are required by existing or future laws; or (iii) are necessary to clarify any ambiguity, inconsistency or defective provision contained herein; provided, however, the City shall obtain the prior consent of the Provider, if any, which consent will not be unreasonably withheld.

**SECTION 23. Severability.** If any term or provision of this Ordinance, the Notes, or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such term or provision to persons in situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 24. Emergency.** The passage of this Ordinance and the payment of the obligations to be provided for hereunder are necessary for the immediate preservation of the public peace, health and safety; an emergency is hereby declared to exist under the terms and provisions of Article IV, Sections 19 and 20, of the Charter of The City of St. Louis; and this Ordinance shall take effect immediately upon its approval by the Mayor.

**EXHIBIT A**  
**INDENTURE OF TRUST**  
**INDENTURE OF TRUST**  
**FROM**  
**THE CITY OF ST. LOUIS, MISSOURI**  
**TO**  
**UMB BANK, NA.**

**DATED AS OF JULY 1, 2006**  
**AUTHORIZING THE ISSUANCE OF**  
**\$(PRINCIPAL AMOUNT)**  
**TAX AND REVENUE ANTICIPATION NOTES**  
**PAYABLE FROM THE GENERAL REVENUE FUND**  
**SERIES 2006**  
**INDENTURE OF TRUST**  
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INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture") is dated as of July 1, 2006 from The City of St. Louis, Missouri (the "City") to UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee").

PREAMBLES:

WHEREAS, the City has found that the estimate of the total receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the fiscal year ending June 30, 2007 is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_); and

WHEREAS, there have become and shall become due and payable on and prior to the 31st day of December, 2006, expenses and obligations of the City, payable from the General Revenue Fund, aggregating in excess of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_); and

WHEREAS, the City has determined that sufficient taxes shall be collected from the delinquent taxes for the year 2005 and years prior thereto, together with the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, to provide for the aforesaid expenditures; and

WHEREAS, the City has determined that funds are not and shall not be available in the General Revenue Fund in the Treasury of the City on or prior to the 31st day of December, 2006, to maintain a reasonable reserve in the City's General Revenue Fund and to pay all legal obligations chargeable to the General Revenue Fund as they shall become due and payable on and before such date; and

WHEREAS, the City has determined that a cash flow deficiency amounting to a sum in excess of \_\_\_\_\_ Million Dollars (\$ \_\_\_\_\_) can be anticipated in the General Revenue Fund at a time or times during the remainder of such calendar year 2006; and

WHEREAS, the City has maintained and intends to maintain in the future as a reasonable reserve a beginning fiscal year cash balance in the General Revenue Fund of an amount in excess of \_\_\_\_\_ Million Dollars (\$ \_\_\_\_\_), approximately five percent (5%) of the General Revenue Fund's annual expenditures; and

WHEREAS, the City deems it desirable to maintain a reasonable reserve in the General Revenue Fund at all times during the remainder of the fiscal year ending June 30, 2007; and

WHEREAS, the City is authorized, under and by the Charter of The City of St. Louis and the laws of the State of Missouri, to borrow funds in anticipation of the collection of the sums to be derived from taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, provided the amount of such loans at no time shall exceed the City's estimate of the receipt of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007; and

WHEREAS, the City is authorized, under and by such Charter and laws to determine the amount of such loans and the terms thereof and to execute and deliver tax and revenue anticipation notes of the City for all funds so borrowed to the lenders thereof as evidence of such loans and of the terms of the City's obligation to repay the same; and

WHEREAS, the City has found and determined that it is necessary and advisable that the City proceed to borrow the sum set forth below in anticipation of the collection of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, in order to maintain a reasonable reserve in the City's General Revenue Fund and to provide funds with which to pay and discharge the expenses and obligations properly payable from the General Revenue Fund of the City for the fiscal year ending June 30, 2007, which expenses and obligations shall become due and payable on and prior to the 31st day of December, 2006, but for the payment and discharge of which it is hereby estimated that funds shall not be available otherwise in the General Revenue Fund; and

WHEREAS, the City has not heretofore issued any notes or borrowed in anticipation of the collection of such taxes and revenues; and

WHEREAS, the City has determined that the amount of \_\_\_\_\_ Million Dollars (\$[PRINCIPAL AMOUNT]) shall not exceed the estimate of the receipts of taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007; and

WHEREAS, to the end that the Notes (as herein defined) may be issued for such purpose, it is necessary that the City shall determine the terms and other incidents of such borrowing; and

WHEREAS, the City has determined that it is in the best interest of the City to sell the City's Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2006 (the "Notes") upon such terms as set forth herein; and

WHEREAS, Ordinance No. \_\_\_\_\_ authorizing the issuance of the Notes (the "Ordinance") was adopted by the Board of Aldermen of the City on May \_\_\_\_\_, 2006 and was approved by the Mayor of the City on June \_\_\_\_\_, 2006; and

WHEREAS, all things necessary to make the Notes, when authenticated by the Treasurer of the City and issued as in this Indenture provided, the valid, legal and binding special, limited obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Notes issued hereunder have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof have in all respects been duly authorized;

**NOW THEREFORE, THIS INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Notes by the owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Notes issued and outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Notes contained, does hereby transfer, pledge and assign to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors and assigns in trust, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to wit:

- (a) The incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, in anticipation of which the Notes are issued; and
- (b) All moneys and securities, from time to time held by the Trustee under the terms of this Indenture, and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

**TO HAVE AND TO HOLD**, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged,

assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

**IN TRUST NEVERTHELESS**, upon the terms and trusts herein set forth for the equal and pro rata benefit and security of each and every owner of the Notes, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Note over or from the others, by reason of priority in the issue or negotiation thereof; or for any other reason whatsoever, except as herein otherwise expressly provided, so that each and all of such Notes shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued and negotiated simultaneously with the delivery hereof;

**PROVIDED, NEVERTHELESS**, and these presents are upon the express condition, that if the City or its successors or assigns shall well and truly pay or cause to be paid the principal of such Notes with interest, according to the provisions set forth in the Notes and each of them or shall provide for the payment of such Notes by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the City, then these presents and the estate and Tights hereby granted shall cease, determine and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the City and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the City such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the City, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof; not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force;

**THIS INDENTURE FURTHER WITNESSETH**, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Notes issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective owners from time to time of the Notes, as follows:

#### **ARTICLE I DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Beneficial Owner” means, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant, or such person’s subrogee.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday or Friday on which the Paying Agent is open for business.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.

“Charter” means the Charter of The City of St. Louis.

“City” means The City of St. Louis, Missouri, its successors and assigns.

“Code” means the Internal Revenue Code of 1986, as amended or any corresponding provisions of succeeding law, and the applicable temporary, proposed and final regulations and procedures related thereto.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the City and dated as of July 1, 2006, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“DTC” means The Depository Trust Company of New York, New York

“General Revenue Fund” means the General Revenue Fund in the Treasury of the City.

“Indenture” means this Indenture as from time to time amended in accordance with the terms hereof.

“Noteholder,” “Owner,” or “Registered Owner” means the person in whose name a Note is registered on the registration books maintained by the Note Registrar

“Note Registrar” means UMB Bank, N.A., located in St. Louis, Missouri and any successor.

“Notes” means the Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2006, of the City in the principal amount of \_\_\_\_\_ Million Dollars (\$[PRINCIPAL AMOUNT]) authorized by the Ordinance and this Indenture.

“Ordinance” means Ordinance No. \_\_\_\_\_ adopted by the Board of Aldermen of the City on May \_\_\_\_\_, 2006 and

approved by the Mayor of the City on June \_\_\_\_, 2006.

“Outstanding” means, when used with reference to Notes, as of any particular date of determination, all Notes theretofore authenticated and delivered hereunder except the following Notes:

- (a) **Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;**
- (b) Notes deemed to be paid in accordance with the provisions of Section 1001 hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Participant” means any broker-dealer, bank or other financial institution for which DTC holds Notes as securities depository.

“Paying Agent” means UMB Bank, N.A., St. Louis, Missouri, and its successors and assigns.

“Rating Agencies” means Moody’s Investors Service, Inc., Standard & Poor’s Ratings Group (a division of McGraw Hill Companies), Fitch Ratings or any other nationally recognized securities rating agency that will have assigned a rating that is then in effect with respect to the Notes, its successors and their assigns, and “Rating Agency” means each such Rating Agency.

“Representation Letter” means the Representation Letter from the City and from the Paying Agent to DTC with respect to the Notes.

“Rules of Interpretation” means for all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) **Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.**
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are not a part of this document.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the wording “including,” such listing is not intended to be a listing that excludes items not listed.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, and its successors and assigns.

## ARTICLE II AUTHORIZATION OF THE NOTES

**Section 201. Authorization of the Notes.** The Notes are being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City’s Charter and the Ordinance.

The Notes are hereby authorized to be issued in the aggregate principal amount of \_\_\_\_\_ Million Dollars (\$[PRINCIPAL AMOUNT]) to maintain a reasonable reserve in the City’s General Revenue Fund and to provide funds to pay and discharge expenses and obligations properly payable from the General Revenue Fund of the City in the fiscal year ending June 30, 2007.

The Notes shall be valid special, limited obligations of the City, payable as to both principal and interest from the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City’s General Revenue Fund for the City’s fiscal year ending June 30, 2007.

**Section 202. Description of the Notes.** The Notes shall consist of fully registered Notes without coupons, in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof, numbered from R-1 consecutively upward in the order of issuance. All of the Notes shall be dated the date of their original issuance and delivery, shall become due on June 30, 2007 and shall bear interest from their dated date at a rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum with a yield of \_\_\_\_\_% per annum.

Interest on the Notes shall be payable at maturity. Interest shall be calculated on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months. The Notes shall be substantially in the form provided in Article IV hereof, and shall be subject to registration, transfer and exchange as provided in Section 205 hereof.

**Section 203. Designation of Paying Agent and Note Registrar.** The Trustee is hereby designated as the City’s paying

agent for the payment of principal of and interest on the Notes and the registrar and transfer agent with respect to the registration, transfer and exchange of Notes (the "Paying Agent" and "Note Registrar").

**Section 204. Method and Place of Payment of Notes.** The principal of and interest on the Notes shall be payable by check or draft to the Registered Owners thereof in lawful money of the United States of America upon presentation and surrender of such Notes as they become due at the principal corporate trust office of the Paying Agent and Note Registrar or such other office as the Paying Agent and Note Registrar shall designate. A Registered Owner of One Hundred Thousand Dollars (\$100,000) or more principal amount of Notes may elect to receive payment of principal and interest by electronic transfer to an account designated by such Owner in writing to the Paying Agent not less than five days prior to the payment date such designation to include the name of the bank, its ABA number and the account number to which such payment shall be deposited.

**Section 205. Registration Provisions.** The City shall, as long as any of the Notes herein authorized remain outstanding, cause to be kept at the office of the Note Registrar, books for the registration of Notes as herein provided (the "Note Register").

The Notes when issued shall be registered in the names of the Owners thereof on the Note Register to be kept in the principal payment office of the Note Registrar for that purpose.

Each Note shall be made payable to the Registered Owner thereof. Each Note shall be transferable only upon the Note Register maintained by the Note Registrar by the Registered Owner thereof in person or by his/her attorney duly authorized in writing, upon surrender thereof at the principal corporate trust office of the Note Registrar together with a written instrument of transfer and with guarantee of signature satisfactory to the Note Registrar duly executed by the Registered Owner or his/her duly authorized attorney. Upon the transfer of any Note and the payment of any fee, tax or governmental charge, the Note Registrar shall issue in the name of the transferee a Note or Notes of the same aggregate principal amount and maturity as the surrendered Note, registered in the name of the transferee, in any denomination herein authorized.

Notes, upon surrender thereof at the principal payment office of the Note Registrar with a written instrument of transfer and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Registered Owner or his/her duly authorized attorney, may, at the option of the Registered Owner thereof, and upon payment of any fee, tax or governmental charge required to be paid, be exchanged for an equal aggregate principal amount of Notes of the same maturity, in any denomination herein authorized.

The City, the Trustee, the Note Registrar and the Paying Agent may deem and treat the person in whose name any Note shall be registered on the Note Register maintained by the Note Registrar as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal amount and interest on such Note and for all other purposes, and all such payments so made to any such Registered Owner or upon his/her order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the City, the Trustee, the Note Registrar nor the Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as herein provided.

In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent and the Note Registrar, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Notes.

In all cases in which the privilege of exchanging Notes or transferring Notes is exercised, the Note Registrar shall cause the Treasurer of the City to authenticate and deliver Notes in accordance with the provisions of this Indenture. For every such exchange or transfer of Notes, the Note Registrar may make a charge to the Owner of the Notes sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. The fees and charges of the Note Registrar for making any exchange or transfer provided for by this Indenture and the expense of any Note printing necessary to effect the subsequent exchange or transfer of any Note shall be paid by the City. The Note Registrar shall not be required to register, transfer or exchange Notes for a period of fifteen (15) days next preceding the maturity date of Notes.

**Section 206. Execution and Delivery of the Notes.** The Mayor, the Comptroller, the Treasurer and the Register of the City are hereby authorized and directed to prepare and execute the Notes in the manner hereinbefore specified, with the City Counselor's approval of the form of the Notes, and the Treasurer of the City is hereby authorized and directed to authenticate the Notes in the manner specified in the Ordinance and, when duly executed and authenticated, to deliver the Notes to the Note Registrar with instructions to deliver the Notes to or upon the order of the original purchasers thereof on payment of the purchase price to the City.

The Notes shall be executed in the name and for and on behalf of the City by the manual or facsimile signature of the Mayor, the Comptroller and the Treasurer of the City and attested by the manual or facsimile signature of the Register of the City, and the seal of the City shall be affixed to or imprinted on each Note, with the City Counselor's manual or facsimile signature thereon approving the Notes as to form. In case any official whose signature or facsimile thereof appears on any Notes shall cease to be such official before the delivery of such Notes, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note shall be the proper officials to sign such Note although at the date of such Note such persons may not have been such officials.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form provided in Section 401 hereof, which shall be manually executed by the Treasurer of the City. No Note shall be entitled to any security or benefit under this

Indenture or shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Treasurer of the City. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Indenture.

The Notes signed, sealed and authenticated as herein provided shall be and constitute valid and binding special, limited obligations of the City according to the terms hereof, although the exchange or transfer thereof may be made at a date or dates after any official whose signature is affixed thereto shall have ceased to be the incumbent of his/her office.

**Section 207. Mutilated, Lost, Stolen or Destroyed Notes.** In the event any Note is mutilated, lost, stolen or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Paying Agent and the Note Registrar, and in the case of any lost, stolen or destroyed Note, there first shall be furnished to the Paying Agent and the Note Registrar evidence of such loss, theft or destruction satisfactory to the Paying Agent and the Note Registrar, together with an indemnity of the City and the Paying Agent and the Note Registrar satisfactory to the Paying Agent and the Note Registrar which indemnity shall, in any event, name the Paying Agent and the Note Registrar as a beneficiary. In the event any such Note shall have matured or is about to mature, the Paying Agent and the Note Registrar, instead of delivering a duplicate Note, may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The City and the Paying Agent and the Note Registrar may charge the owner of such Note with their reasonable fees and expenses for such service. In executing a new Note, the City may rely conclusively upon a representation by the Paying Agent and the Note Registrar that the Paying Agent and the Note Registrar are satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Note.

**Section 208. Destruction of Notes.** Whenever any Outstanding Note shall be delivered to the Paying Agent and the Note Registrar for cancellation pursuant to this Indenture, or for replacement pursuant to Section 207 hereof, such Note shall be promptly cancelled and thereafter destroyed by the Note Registrar in accordance with then applicable record retention requirements, and counterparts of a certificate of cancellation shall be furnished by the Paying Agent and the Note Registrar to the City.

**Section 209. Securities Depository.**

(a) The Notes shall be initially issued as one authenticated fully registered note. Upon initial issuance, the ownership of such Notes shall be registered in the Note Register in the name of Cede & Co., as nominee of DTC. The Paying Agent and the Note Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal of, premium, if any, or interest on the Notes, selecting the Notes or portions thereof to be redeemed, giving any notice permitted or required to be given to owners of Notes under this Indenture, registering the transfer of Notes, and for all other purposes whatsoever; and neither the Paying Agent and the Note Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Notes under or through DTC or any Participant, or any other person which is not shown on the Note Register as being an owner of any Notes, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of, premium, if any, or interest on the Notes, with respect to any notice which is permitted or required to be given to owners of Notes under this Indenture, with respect to any consent given or other action taken by DTC as the owner of the Notes. So long as any Note is registered in the name of Cede & Co., as nominee of DTC, the Paying Agent shall pay all principal of, premium, if any, and interest on such Notes, and shall give all notices with respect to such Notes, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Note evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes shall be transferable to such new nominee in accordance with paragraph (d) hereof.

(b) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Note certificates, the City may notify DTC and the Paying Agent and the Note Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Note certificates. In such event, the Notes shall be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the City and the Paying Agent and the Note Registrar and discharging its responsibilities with respect thereto under applicable law. In such event, the Notes shall be transferable in accordance with paragraph (d) hereof. The City and the Paying Agent and the Note Registrar shall be entitled to rely conclusively on the information provided to it by DTC and its Participants as to the names and addresses of and principal amounts held by the Beneficial Owners of the Notes.

(c) The execution and delivery of the Representation Letter to DTC by the Mayor and the Comptroller of the City is hereby authorized, and the execution of the Representation Letter by the Mayor and the Comptroller of the City shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by owners of the Notes and Beneficial Owners and payments on the Notes. The Paying Agent and the Note Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Indenture.

(d) In the event that any transfer or exchange of Notes is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent and the Note Registrar of the Notes to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Indenture. In the event Note certificates are issued to holders other than Cede & Co., or its successor as nominee for DTC as holder of all of the Notes, the provisions of this Indenture shall also apply to all matters relating thereto, including, without limitation, the printing of such certificates and the method of payment of principal of and interest on such certificates.

**Section 210. Payments Due on Saturdays, Sundays and Holidays.** In any case when the date for the payment of the principal of or interest on the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such date, and no interest shall accrue for the period after such date.

**Section 211. Nonpresentation of Notes.** If the Notes are not presented for payment when the principal then becomes due, if funds sufficient to pay the Notes have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of the Notes shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

### ARTICLE III REDEMPTION

**Section 301. Redemption.** The Notes shall not be subject to redemption prior to maturity.

### ARTICLE IV FORM OF NOTES

**Section 401. Form of Notes.** The Notes and the certificate of authentication to be endorsed thereon shall be in substantially the form set forth in the Ordinance, with appropriate variations, omissions and insertions as permitted or required by this Indenture and the Ordinance.

### ARTICLE V APPLICATION OF NOTE PROCEEDS

**Section 501. Disposition of Note Proceeds.** All proceeds derived from the sale of the Notes shall be deposited immediately in the Treasury of the City to the credit of the General Revenue Fund, and the amount so credited, or so much thereof as may be necessary, shall be used and expended only in payment of the expenses and obligations properly payable from the General Revenue Fund of the City, which have and shall become due and payable on or prior to the 31st day of December, 2006, for which the Notes have been authorized, as hereinbefore provided.

**Section 502. Sinking Fund Deposits.** In order to assure the availability of adequate funds on June 30, 2007, with which to pay the Notes, the Comptroller of the City has been directed pursuant to the Ordinance and is hereby authorized to set aside (into a separate and distinct account called the "Tax and Revenue Anticipation Notes, Series 2006 Sinking Fund") on his/her books, out of the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, the principal of and interest on the Notes on or before June 30, 2007 including the requirement to set aside certain balances in accordance with Section 16 of the Ordinance. Sums on deposit in the Tax and Revenue Anticipation Notes, Series 2006 Sinking Fund may be invested and reinvested by the Treasurer of the City. The Comptroller may, but is not required to, deposit moneys from such fund with the Trustee hereunder.

### ARTICLE VI PAYMENT OF THE NOTES

**Section 601. Security for the Notes.** The Notes shall be valid and binding special, limited obligations of the City payable solely out of and secured by a pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007. The Notes and the interest thereon do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof and the Notes do not constitute an indebtedness within the meaning of any constitutional or statutory limitation upon the incurring of indebtedness.

The Notes herein authorized to be issued shall be and the same are established and regarded hereby as a first charge upon the incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007, in anticipation of which the Notes are issued, and the incoming taxes and revenues, or so much thereof as may be necessary, shall be and the same are irrevocably pledged hereby for and to the payment of the Notes herein authorized to be issued.

**Section 602. Equal Benefit, Protection and Security.** The covenants and agreements of the City contained herein and in the Notes and any related document (including the pledge contained in Section 601 hereof) shall be for the equal benefit, protection and security of the holders of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the

Notes, or otherwise.

**Section 603. Transfer of Funds for Payment.** Notwithstanding any other provisions contained in this Indenture to the contrary, the principal of and interest due on the Notes on June 30, 2007 shall be transferred by the City to the Trustee no later than one (1) Business Day prior to maturity.

#### ARTICLE VII DEPOSIT AND INVESTMENT OF FUNDS

**Section 701. Deposits of Money.** Cash moneys held by the City or the Trustee in trust hereunder shall be deposited with a bank or banks located in the State of Missouri which is a member of the Federal Deposit Insurance Corporation, and all such bank deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Missouri. All moneys held by the Trustee in trust hereunder shall be kept in a trust account separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

**Section 702. Investment of Funds.** All moneys and funds held by the City or the Trustee in trust hereunder may be invested by or at the written direction of the Treasurer of the City pursuant to and in compliance with the provisions hereof and as permitted by applicable law in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or in such other obligations as shall be acceptable to the Rating Agencies; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed to pay the Notes. All such investments shall be titled in the name of or if held by the Trustee in trust for the account of the "Treasurer of The City of St. Louis, Missouri." All interest on any investments held by the Trustee hereunder shall accrue to and become a part of such investments. Any investment losses on funds held by the Trustee hereunder shall be borne by the City.

**Section 703. Tax Covenant.** The City covenants that it shall not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control which action or omission shall cause the interest on the Notes to be included in gross income for federal income taxation purposes or otherwise adversely affect the exemption of the interest on the Notes from federal and State of Missouri taxation. This covenant shall survive the payment of the Notes and the termination of this Indenture as provided in Article X of this Indenture.

**Section 704. Tax Document.** Authorized officials of the City are hereby authorized to execute the Non-Arbitrage Certificate and Tax Agreement on the date of delivery of the Notes, the execution thereof by such officials to be conclusive evidence of such approval.

**Section 705. Transfer of Funds Upon Payment of Notes.** After payment in full of the principal of, redemption premium, if any, and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all remaining amounts held by the Trustee or the Paying Agent shall be paid to the City.

#### ARTICLE VIII DEFAULTS AND REMEDIES

**Section 801. Remedies.** The provisions of this Indenture, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Notes. The Trustee on behalf of the Registered Owner or Registered Owners of any of the Notes at the time outstanding shall have the right, for the equal benefit and protection of all Registered Owners of Notes similarly situated:

- (a) By mandamus or other suit, action or proceedings at law or in equity to enforce his, her or their rights against the City and its officials, agents and employees, and to require and compel duties and obligations required by the provisions of this Indenture or by the Constitution and laws of the State of Missouri;
- (b) By suit, action or other proceedings in equity or at law to require the City, its officials, agents and employees to account as if they were the trustees of an express trust; and
- (c) By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Notes.

**Section 802. Limitation on Rights of Registered Owners.**

(a) No one or more Registered Owners of the Notes secured hereby shall have any right in any manner whatever by his, her or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such outstanding Notes.

(b) The owners of a majority in principal amount of the Notes Outstanding shall have the right, during the continuance of an event of default:

- (i) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Notes and the foreclosure of this Indenture, or otherwise; and
- (ii) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that:
  - (1) such direction shall not be in conflict with any rule of law or this Indenture,
  - (2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and
  - (3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.
  - (4) indemnity shall have been provided to the Trustee in accordance with Section 901(b) hereof; and
  - (5) the Trustee shall have the right to decline to follow any such direction if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

**Section 803. Remedies Cumulative.** No remedy conferred herein upon the Registered Owners of the Notes is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Notes by this Indenture may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any registered owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners of the Notes shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 804. No Acceleration.** Notwithstanding anything herein or in the Ordinance to the contrary, the Notes are not subject to acceleration.

**Section 805. Limitation on Suits by Noteholders.** No owner of any Note shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

- (a) such owner has previously given written notice to the Trustee of a continuing event of default;
- (b) the owners of not less than **25%** in principal amount of the Notes Outstanding shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under this Indenture;
- (c) such owner or owners have offered to the Trustee indemnity as provided in this Indenture against the fees, costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the exercise of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of Notes shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other owners of Notes, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Notes.

Notwithstanding the foregoing or any other provision in this Indenture, however, the owner of any Note shall have the right which is absolute and unconditional to receive payment of the principal of and interest on such Note on the respective stated maturity

expressed in such Note and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

**ARTICLE IX  
TRUSTEE, PAYING AGENT AND NOTE REGISTRAR**

***Section 901. Duties, Immunities and Liabilities of Trustee.***

(a) The Trustee, the Paying Agent and the Note Registrar (for purposes of this subsection the "Trustee") shall perform only such duties as are specifically set forth in this Indenture. The Trustee will have no implied duties. The permissive right or power to take any action may not be construed as a duty to take action under any circumstances, and the Trustee will not be liable except in the event of its negligence or willful misconduct.

(b) The Trustee will not be obligated to risk its own funds in the administration of the Trust Estate. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Indenture which may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability it reasonably believes it may incur.

(c) The Trustee is not responsible for any recitals contained in this Indenture or in the Notes, or for the filing or refiling of the Indenture or security agreements in connection therewith, or for the sufficiency of the security of the Notes. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the City of any of the Notes or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(d) Unless specifically required by this Indenture, the Trustee will not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

(e) The Trustee may execute any of the duties under this Indenture by or through agents, attorneys, trustees or receivers and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, attorney, trustee or receiver appointed with due care by it hereunder.

(f) The Trustee may consult legal counsel, may conclusively rely on the advice or the opinion of such legal counsel and will not be liable for any act or omission taken or suffered pursuant to the advice or the opinion of such counsel. The fees and expenses of the counsel will be deemed to be a proper expense of the Trustee.

(g) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Note Registrar or Paying Agent.

(h) The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 702.

(i) The Trustee shall not be responsible for the use of any Notes executed and delivered hereunder.

***Section 902. Successor Trustee, Paying Agent and Note Registrar.***

(a) Any corporation or association into which the Trustee, Paying Agent and Note Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided that such surviving corporation or association shall maintain an office in the State of Missouri, shall be and become the successor Trustee, Paying Agent and Note Registrar hereunder, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereof, anything herein to the contrary notwithstanding.

(b) The Trustee, Paying Agent and Note Registrar may at any time resign by giving thirty (30) days' notice to the City. Such resignation shall not take effect until the appointment of a successor Trustee, Paying Agent and Note Registrar and acceptance of such appointment pursuant to paragraph (d) below.

(c) The Trustee, Paying Agent and Note Registrar may be removed at any time by an instrument in writing delivered to the Trustee, Paying Agent and Note Registrar by the Treasurer. In no event, however, shall any removal of the Trustee, Paying Agent and Note Registrar take effect until a successor Trustee, Paying Agent and Note Registrar shall have been appointed and accepted such appointment pursuant to paragraph (d) of this Section 902.

(d) In case the Trustee, Paying Agent and Note Registrar shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting as Trustee, Paying Agent and Note Registrar, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. Every successor Trustee, Paying Agent and Note Registrar appointed pursuant to the provisions of this Section shall be, if there be such an institution willing, qualified and able to accept the duties of the Trustee, Paying Agent and Note Registrar upon customary terms, a bank or trust company within the State of Missouri, in good standing and having reported capital and surplus

of not less than Fifty Million Dollars (\$50,000,000). Written notice of such appointment shall immediately be given by the City to the Owners of the Notes. Any successor Trustee, Paying Agent and Note Registrar shall execute and deliver an instrument accepting such appointment and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Trustee, Paying Agent and Note Registrar and the duties and obligations of the predecessor Trustee, Paying Agent and Note Registrar shall thereafter cease and terminate; but such predecessor and successor shall nevertheless, on the written request of the City, or of the successor or predecessor, execute and deliver such instruments and do such other things as may reasonably be required to more fully and certainly vest and confirm in such successor all rights, powers, duties and obligations of such predecessor. If no successor Trustee, Paying Agent and Note Registrar has accepted appointment in the manner provided above within ninety (90) days after the Trustee, Paying Agent and Note Registrar has given notice of its resignation or has been removed as provided above, the retiring Trustee, Paying Agent and Note Registrar may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee, Paying Agent and Note Registrar; provided that any Trustee, Paying Agent and Note Registrar so appointed shall immediately and without further act be superseded by a Trustee, Paying Agent and Note Registrar appointed by the City as provided above.

#### ARTICLE X DEFEASANCE

**Section 1001. Defeasance.** When all of the Notes shall have been paid and discharged, then the requirements contained in this Indenture, except as otherwise provided in Section 703 hereof; and the pledge of the taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2006 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the City's fiscal year ending June 30, 2007 made hereunder and all other rights granted hereby shall terminate. Notes shall be deemed to have been paid and discharged within the meaning of this Indenture if there shall have been deposited with the Paying Agent and the Note Registrar, at or prior to the maturity date of the Notes, in trust for and irrevocably pledged thereto, monies and/or direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America or securities which represent an undivided interest in such obligations or securities to the extent that the Treasury of the United States of America is ultimately responsible for payment thereof; which, together with the interest to be earned on any such obligations, shall be sufficient for the payment of the principal of the Notes and interest accrued to the date of maturity or, if default in such payment shall have occurred on such date, then to the date of the tender of such payments. Any monies and obligations which at any time shall be deposited with the Paying Agent and the Note Registrar by or on behalf of the City, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent and the Note Registrar in trust for the respective Owners of the Notes, and such monies shall be and are hereby irrevocably pledged to the payment and discharge hereof. All monies deposited with the Paying Agent and the Note Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Indenture.

#### ARTICLE XI MISCELLANEOUS PROVISIONS

**Section 1101. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 1102. Official Statement.** The use of the Preliminary Official Statement in substantially the form approved by the Mayor and the Comptroller (the "Preliminary Official Statement") by the City and by Stifel Nicolaus & Co. and Loop Capital Markets, LLC (collectively, the "Underwriters") in connection with the sale of the Notes is hereby authorized and the City hereby approves the preparation and use by the City and by the Underwriters of such Preliminary Official Statement and a final Official Statement in substantially the form of the Preliminary Official Statement (and together with the Preliminary Official Statement, the "Official Statement") in connection with the sale of the Notes and the execution thereof by the Mayor and the Comptroller of the City. The officials of the City have participated in the preparation of the Official Statement and have determined that the Preliminary Official Statement was true, correct and complete in all material respects as of the date thereof. For the purpose of enabling the Underwriters to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officials of the City are hereby authorized, if requested to provide the Underwriters a letter or certification to such effect and to take such other actions or execute such other documents as such officials in their reasonable judgment deem necessary to enable the Underwriters to comply with the requirements of such Rule.

**Section 1103. Continuing Disclosure.** The City hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any holder of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section.

**Section 1104. Amendment and Modification.** This Indenture has been executed and delivered to provide for and induce the sale of the Notes, and may not be repealed, amended or modified while any Notes are outstanding, except for such amendments which, in the opinion of counsel to the City and nationally recognized bond counsel, (i) shall not materially adversely affect the interests of the holders of the Notes, (ii) are required by existing or future laws, or (iii) are necessary to clarify any ambiguity, inconsistency or defective provision contained herein provided, however, that there shall be no amendment or modification of this Indenture which modifies the duties, obligations, rights and privileges of the Trustee without the prior written consent of the Trustee, which consent shall not be unreasonably withheld.

**Section 1105. Copy of Indenture to the Treasurer.** Immediately upon the execution and delivery of this Indenture, a certified copy hereof shall be filed with the Treasurer of the City for his information and guidance.

**Section 1106. Provision of Information and Reports to the Treasurer.** The Trustee shall provide a copy of all statements and documentation relating to the purchase or sale of investments held by the Trustee in trust hereunder to the Treasurer of the City as soon as practicable after each such purchase or sale. Monthly reports of the funds and accounts, if any held by the Trustee with respect to the Notes, including investment information with respect thereto, shall be provided by the Trustee to the Treasurer of the City within fifteen (15) days after the end of each month. In addition, the Trustee shall promptly provide the Treasurer with such additional information regarding the Notes, the registration of the Notes and the funds and accounts held by the Trustee with respect to the Notes, including information regarding the investment of such funds and accounts, as shall be reasonably requested by the Treasurer of the City.

**Section 1107. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed as follows:

- (a) To the City:  
 City of St. Louis, Missouri  
 City Hall  
 1200 Market Street  
 St. Louis, Missouri 63103  
 Attention: Comptroller, Room 212  
  
 With a copy to the Mayor, Room 200

- (b) To the Trustee:  
 UMB Bank, N.A.  
 2 South Broadway, Suite 435  
 St. Louis, Missouri 63102  
 Attention: Corporate Trust Department

- (c) To the Note Owners if the same shall be duly mailed by registered or certified mail addressed to each of the Owners of Notes at the time Outstanding as shown by the bond registration books kept at the principal corporate trust office of the Trustee or such other office as the Trustee shall designate.

All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. The City and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent

**Section 1108. Suspension of Mail Service.** If, because of the suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI and UMB BANK, N.A., have caused this Indenture to be executed by their respective duly authorized representatives and their official seals to be affixed hereon as of the date set forth above.

THE CITY OF ST. LOUIS, MISSOURI

\_\_\_\_\_  
Francis G. Slay, Mayor

\_\_\_\_\_  
Darlene Green, Comptroller

\_\_\_\_\_  
Larry Williams, Treasurer

[SEAL]

Attest:

\_\_\_\_\_  
Parrie L. May, Register

Approved as to Form:

\_\_\_\_\_  
City Counselor

UMB BANK, N.A., AS TRUSTEE

By: \_\_\_\_\_  
Vice President

[SEAL]

Attest:

\_\_\_\_\_  
Assistant Secretary

## EXHIBIT B

### CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by **THE CITY OF ST. LOUIS, MISSOURI** (the "City") in connection with the issuance of \$[PRINCIPAL AMOUNT] Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2006 (the "Notes"). The Notes are being issued pursuant to Ordinance No. \_\_\_\_\_ adopted by the Board of Alderman of the City on May \_\_, 2006 and approved by the Mayor of the City on June \_\_, 2006 (the "Ordinance") and an Indenture of Trust dated as of July 1, 2006 (the "Indenture"), between the City and UMB Bank, N.A., St. Louis, Missouri, as Trustee (the "Trustee"). The City covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with the Rule. The City has determined that the City is the only "obligated person" with responsibility for continuing disclosure within the meaning of the Rule.

**SECTION 2. Definitions.** In addition to the definitions set forth in the Ordinance and the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Dissemination Agent" shall mean any dissemination agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 3(a) herein.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit A hereof.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with the offering of the Notes.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Missouri.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

### **SECTION 3. Reporting of Significant Events.**

(a) Pursuant to the provisions of this Section 3, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes, if material:

1. principal and interest payment delinquencies;

2. non-payment related defaults;
3. modifications to rights of Noteholders;
4. optional, contingent or unscheduled note calls;
5. defeasances;
6. rating changes;
7. adverse tax opinions or events affecting the tax-exempt status of the Notes;
8. unscheduled draws on the debt service reserves reflecting financial difficulties;
9. unscheduled draws on the credit enhancements reflecting financial difficulties;
10. substitution of the credit or liquidity providers or their failure to perform; or
11. release, substitution or sale of property securing repayment of the Notes.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly file a notice of such occurrence with (i) the Municipal Securities Rulemaking Board and the State Repository or (ii) each Repository, with a copy to the Trustee and the Participating Underwriters. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) herein need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Notes pursuant to the Ordinance or the Indenture.

**SECTION 4. Termination of Reporting Obligation.** The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior to redemption or payment in full of all the Notes. If such termination occurs prior to the final maturity of the Notes, the City shall give notice of such termination in the same manner as for a Listed Event under Section 3(a) herein.

**SECTION 5. Dissemination Agent.** The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice prepared by the City pursuant to this Disclosure Certificate. The Dissemination Agent may resign at any time by providing thirty (30) days' written notice to the City. The Dissemination Agent shall also have no duty or obligation to determine the materiality of the Listed Events and shall not be deemed to be acting in any fiduciary capacity for the City, any Beneficial Owner or any other party. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent.

**SECTION 6. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Section 3(a) herein, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

**SECTION 7. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

**SECTION 8. Default.** In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance or the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

**SECTION 9. Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and the City, to the extent permitted by law, agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities

which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no responsibility for the City's failure to report a Listed Event. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes. No provision of this Disclosure Certificate shall be interpreted to limit, prohibit or affect any right of the City or the Trustee to provide notice to the Holders of the Notes or any other person pursuant to the terms of the Indenture.

**SECTION 10. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and Holders and the Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

**SECTION 11. Governing Law.** This Disclosure Certificate shall be governed by the laws of the State.

This Dissemination Certificate is dated as of the date set forth above.

THE CITY OF ST. LOUIS, MISSOURI

\_\_\_\_\_  
Francis G. Slay, Mayor

\_\_\_\_\_  
Darlene Green, Comptroller

\_\_\_\_\_  
Larry Williams, Treasurer

(SEAL)

Attest:

\_\_\_\_\_  
Parrie L. May, Registrar

Approved as to form:

\_\_\_\_\_  
City Counselor

#### EXHIBIT A

Nationally Recognized Municipal Securities Information Repositories approved by the Securities and Exchange Commission as of July 1, 2006:

**Bloomberg Municipal Repositories**

100 Business Park Drive  
Skillman, NJ 08558  
Phone: (609) 279-3225  
Fax: (609) 279-5962  
E-Mail: Munis@Bloomberg.com

**Standard & Poor's Securities Evaluations, Inc.**

55 Water Street  
45th Floor  
New York, NY 10041  
Phone: (212) 438-4595  
Fax: (212) 438-3975  
E-Mail: nrmsir\_repository@sandp.com

**DPC Data Inc.**

One Executive Drive  
Fort Lee, NJ 07024  
Phone: (201) 346-0701  
Fax: (201) 947-0107  
E-Mail: nrmsir@dpcdata.com

**FT Interactive Data**

Attn: NRMSIR

100 William Street, 15th Floor  
 New York, NY 10038  
 Phone: (212) 771-6999  
 Fax: (212) 771-7390 (Secondary Market Information)  
 (212) 771-7391 (Primary Market Information)  
 Email: NRMSIR@interactivedata.com

**Approved: May 30, 2006**

**ORDINANCE #67096**  
**Board Bill No. 33**  
**Floor Substitute**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell its Carnahan Courthouse Leasehold Revenue Refunding Bonds, Series 2006A (City of St. Louis, Missouri, Lessee) (the "Series 2006A Bonds") in an aggregate principal amount not to exceed \$27,000,000 in order to refund all or a portion of its outstanding Carnahan Courthouse Leasehold Revenue Bonds, Series 2002A (City of St. Louis, Missouri, Lessee) (the "Series 2002A Bonds") for the general welfare, safety and benefit of the citizens of the City of St. Louis, Missouri (the "City"); authorizing and directing the Corporation to execute and deliver the First Supplemental Indenture, the First Supplemental Lease Agreement, the Official Statement, the Tax Compliance Agreement, the Escrow Agreement, and the Bond Purchase Agreement (as such documents are defined herein and collectively referred to as the "Corporation Documents"); authorizing and directing the Mayor and Comptroller and any other appropriate City officials, if necessary, to execute, as provided herein, the following documents: the First Supplemental Lease Agreement, the Pledge Agreement, the Escrow Agreement, the Tax Compliance Agreement, the Continuing Disclosure Agreement, the Official Statement and the Bond Purchase Agreement (as such documents are defined herein and collectively referred to as the "City Documents"); authorizing and approving the First Supplemental Indenture; authorizing the Corporation and the City to obtain credit enhancement for the Series 2006A Bonds from a Credit Provider (as hereinafter defined); authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials to execute any Credit Agreement or other documents related thereto, if any; authorizing the pledge of certain revenues pursuant to the Pledge Agreement; authorizing and approving the First Supplemental Indenture; authorizing participation of appropriate City officials in drafting the Preliminary Official Statement and final Official Statement and the taking of further actions with respect thereto; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further action with respect thereto; authorizing the payment of certain costs of issuance thereof; authorizing and directing the taking of other actions, and the approval and execution of other documents, as necessary or desirable, to carry out and comply with the intent hereof; amending provisions of prior ordinances of the City to the extent inconsistent with the terms hereof, and containing an emergency clause.

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance of the Series 2002A Bonds by the Corporation pursuant to an Indenture of Trust between the Corporation and UMB Bank, N.A., as trustee (the "Trustee"), dated as of April 1, 2002 (as amended and supplemented the "Indenture"), to finance the cost of the acquisition of real and personal property, and the construction, renovation, equipping and installing of furnishings and equipment for the Carnahan Courthouse, out of the net proceeds of the Series 2002A Bonds, all pursuant to a structure providing for a conveyance by the City to the Corporation of a leasehold interest in the Property (as hereinafter defined) and the leasing of such Property from the Corporation under the Lease Agreement (as hereinafter defined), providing for the payment, subject to annual appropriation, by the City of certain amounts necessary to pay principal of and interest on the Series 2002A Bonds, but only if and to the extent annually appropriated by the Board of Aldermen of the City;

WHEREAS, the refunding of the Series 2002A Bonds is expected to achieve financial savings for the City through a reduction in debt service payments on the Bonds;

WHEREAS, it is necessary and desirable in connection with the issuance of the Series 2006A Bonds that the City (i) enter into the City Documents and other related documents, (ii) take certain other actions and approve certain other documents, including the Indenture, as herein provided, and (iii) authorize preparation and execution of the Preliminary Official Statement and final Official Statement.

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

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

"Board of Aldermen" means the Board of Aldermen of the City.

"Bond Purchase Agreement" means the Bond Purchase Agreement by and among the Corporation, the City, and the Underwriters relating to the purchase of the Series 2006A Bonds.

"Carnahan Courthouse" means the Carnahan Courthouse constructed and renovated on the real property described on Schedule I to the Lease Agreement and situated in the City, and any other real or personal property hereafter acquired by the Corporation and leased by the Corporation to the City pursuant to any supplemental Lease Agreement with respect to the Carnahan Courthouse and appurtenant easements, rights-of-way, improvements, paving and personal property necessary, convenient and

appurtenant thereto, and any modifications, alterations or changes in, on or to the foregoing or any repairs thereto or thereof.

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

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of July 1, 2006, by and between the City and the Trustee in its capacity as Dissemination Agent, in substantially the form attached hereto as Exhibit E.

“Corporation” means the St. Louis Municipal Finance Corporation, a corporation organized under the Missouri Nonprofit Corporation Act, or such other suitable municipal financing corporation as may be approved to serve as the Corporation for the financing authorized by this Ordinance.

“Credit Agreement” means any agreement by and among the Credit Provider, the City and the Corporation providing for Credit Enhancement.

“Credit Enhancement” means a letter of credit, liquidity facility, surety bond or bond insurance policy or policies issued by a Credit Provider guaranteeing, providing for, or insuring the payment of all or a portion of the principal of and interest on one or more series of bonds as provided therein. The Credit Enhancement (i) shall be obtained from a Credit Provider that has a credit rating such that the City, in the opinion of the Underwriters and the Comptroller, will derive an economic benefit if such Bonds are secured by the Credit Enhancement, (ii) shall be provided pursuant to the Credit Agreement providing for repayment to the Credit Provider of payments with terms and conditions approved by the Mayor and the Comptroller, as evidenced by their execution thereof with the advice as to form of the City Counselor and attested by the Register and (iii) shall be obtained at a fee, payable in a lump sum or periodically, which shall provide an economic benefit to the City.

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

“Escrow Agreement” means the Escrow Trust Agreement among the City, the Corporation and UMB Bank, N.A., as Escrow Agent, in substantially the form attached hereto as Exhibit D.

“Financial Advisor” means the financial advisor to the City with respect to the Series 2006A Bonds.

“First Supplemental Indenture” means the First Supplemental Indenture of Trust between the Corporation and the Trustee, in substantially the form attached hereto as Exhibit A.

“First Supplemental Lease Agreement” means the First Supplemental Lease Purchase Agreement between the Corporation and the City, in substantially the form attached hereto as Exhibit B.

“Indenture” means the Indenture of Trust, dated as of April 1, 2002, as amended and supplemented by the First Supplemental Indenture and any additional supplemental indentures.

“Lease Agreement” means the Lease Purchase Agreement, dated as of April 1, 2002, as amended and supplemented by the First Supplement Lease Agreement and any additional supplemental lease agreements.

“Official Statement” means collectively the Preliminary Official Statement and the final Official Statement prepared in connection with the issuance and sale of the Series 2006A Bonds.

“Pledge Agreement” means the Pledge Agreement dated as of July 1, 2006, between the City and the Trustee, in substantially the form attached hereto as Exhibit C.

“Pledged Revenues” means amounts received by the City under the Section 488.447 of Missouri Revised Statutes and pledged to the payment of the principal of and interest on the Series 2006A Bonds as more fully described in the Pledge Agreement.

“Property” means the real and personal property described on Schedule I to the Lease Agreement together with any improvements existing or constructed thereon.

“Register” means the Register of the City.

“Rentals” means the total of the amounts payable by the City on an annual appropriation basis as rentals pursuant to the Lease Agreement.

“Series 2002A Bonds” means the Corporation’s Carnahan Courthouse Leasehold Revenue Bonds, Series 2002A (City of St. Louis, Missouri, Lessee).

“Series 2006A Bonds” means the Corporation’s Carnahan Courthouse Leasehold Revenue Refunding Bonds, Series 2006A (City of St. Louis, Missouri, Lessee).

“Tax Compliance Agreement” means the Tax Compliance Agreement by and among the Corporation, the City and the Trustee dated the date of issuance of the Series 2006A Bonds.

“Treasurer” means the Treasurer of the City.

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

“Underwriters” means the underwriters with respect to the Series 2006A Bonds.

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

(a) to authorize and direct the Corporation to issue, if market conditions warrant, its Series 2006A Bonds to refund the Series 2002A Bonds, to provide for a debt service reserve fund and Credit Enhancement for the Series 2006A Bonds, and to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance and sale of the Series 2006A Bonds; and

(b) to authorize and direct the Corporation to enter into a negotiated sale of the Series 2006A Bonds to the Underwriters.

Section 3. Authority and Direction to Issue the Series 2006A Bonds. The City hereby authorizes and directs the Corporation, if market conditions warrant, to issue the Series 2006A Bonds in an aggregate principal amount not to exceed \$27,000,000 for the purposes set forth in Section 2 hereof. The Series 2006A Bonds (1) shall have a final maturity not more than 30 years from the date of issuance, (2) shall bear a fixed rate of interest of not more than 10% per annum, and (3) may be sold at a premium or discount with such discount not to exceed the maximum discount allowable under Missouri law. The Series 2006A Bonds shall be dated, mature, be in such denominations, bear interest at such times and have such other terms and provisions as shall be provided in the First Supplemental Indenture. The City further authorizes and approves the pledge of certain civil courts fees pursuant to the Pledge Agreement.

Section 4. Limited Obligations. The Series 2006A Bonds and the interest thereon shall be limited obligations payable by the Corporation solely out of (i) proceeds of the Series 2006A Bonds, (ii) Pledged Revenues, (iii) the Rentals and Additional Rentals (as defined in the Lease Agreement) received by the Corporation from the City or received by the Trustee on behalf of the Corporation and reasonably expected to be used to pay debt service on the Series 2006A Bonds pursuant to the Lease Agreement and the Pledge Agreement, (iv) amounts available in the Debt Service Fund or Debt Service Reserve Fund (as defined in the Indenture), if any, and (v) from any amounts payable by any Credit Provider in connection with any Credit Enhancement on the Series 2006A Bonds. The Series 2006A Bonds and the interest thereon shall not constitute an indebtedness of the City or the State of Missouri within the meaning of any constitutional, statutory or charter debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Agreement is subject to annual appropriation as provided therein. Neither such obligation of the City to make such payments nor the Series 2006A Bonds shall constitute a debt of the City. The issuance of the Series 2006A Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year.

Section 5. Authority and Direction to Execute and Deliver Certain Corporation Documents. In connection with the issuance of the Series 2006A Bonds, the City hereby authorizes and directs the Corporation to execute and deliver the Corporation Documents and such other documents, certificates and instruments as may be necessary or desirable to facilitate the issuance of the Series 2006A Bonds and to carry out and comply with the intent of this Ordinance, in such forms as shall be approved by the City Counselor and by the appropriate officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the Corporation's approval thereof.

Section 6. Authority and Direction to Sell the Series 2006A Bonds in a Negotiated Sale. In connection with the issuance of the Series 2006A Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Preliminary Official Statement and the final Official Statement, to execute and deliver the final Official Statement and to execute and deliver the Bond Purchase Agreement, in connection with such negotiated sale of the Series 2006A Bonds.

Section 7. Authority and Direction to Obtain Credit Enhancement. The City hereby authorizes the Corporation to obtain Credit Enhancement, including a debt service reserve fund surety bond, if necessary or desired, for the Series 2006A Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters, the Financial Advisor and the Comptroller, will achieve an economic benefit for the City if the Series 2006A Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals and Additional Rentals and Pledged Revenues on a parity basis to payment of (i) debt service on the Series 2006A Bonds and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any agreement for Credit Enhancement with the Credit Provider, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such agreement for Credit Enhancement and other documents in connection therewith as required to obtain the Credit Enhancement.

Section 8. Authorization with Respect to Execution and Delivery of City Documents. The Mayor and Comptroller of the City are hereby authorized and directed to execute, acknowledge and deliver the City Documents and such other documents, certificates and instruments as may be necessary or desirable to facilitate the issuance of the Series 2006A Bonds and to carry out and comply with the intent of this Ordinance in substantially such forms, not inconsistent with the provisions of this Ordinance, as the Mayor and Comptroller shall approve with the advice of the Underwriters and the Financial Advisor, and which the City

Counselor shall approve as to form, and the Register of the City is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same and the signature of the Mayor and the Comptroller shall be conclusive as to their approval of such changes or modifications by the City.

Section 9. Authorization with Respect to Sale of the Series 2006A Bonds. The preparation of a Preliminary Official Statement and a final Official Statement, the execution and delivery of the final Official Statement by the City, and the execution and delivery of a Bond Purchase Agreement are hereby contemplated, and the Mayor, Comptroller and other appropriate officers, agents and employees of the City are hereby authorized and directed to take such further actions, and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, Comptroller and other appropriate officers, agents and employees of the City are hereby authorized and directed to participate with the Corporation in the preparation of the Preliminary Official Statement and final Official Statement, and to execute and deliver the final Official Statement and the Continuing Disclosure Agreement in substantially such forms, not inconsistent with the provisions of this Ordinance, as the Mayor and Comptroller shall approve with the advice of the Underwriters and the Financial Advisor.

Section 10. Further Authority. The City and the Mayor, Comptroller, Treasurer (as to permitted investments only) and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents.

Section 11. Emergency Clause. The passage of this Ordinance being deemed necessary for the immediate preservation of the public health, moral, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this Ordinance shall take effect immediately upon its approval by the Mayor.

Section 12. Superseding of Inconsistent Provisions. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof but only to the extent of such inconsistency.

**EXHIBIT A  
FIRST SUPPLEMENTAL INDENTURE OF TRUST**

**EXHIBIT B  
FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT**

**EXHIBIT C  
PLEDGE AGREEMENT**

**EXHIBIT D  
ESCROW TRUST AGREEMENT**

**EXHIBIT E  
CONTINUING DISCLOSURE AGREEMENT**

All Exhibits are on file in the Register's Office.

**Approved: May 30, 2006**

**ORDINANCE #67097  
Board Bill No. 6**

An ordinance finding that it would be in the best interest of the public to consider the establishment of a development area in accordance with Sections 99.915 to 99.980 of the Revised Statutes of the State of Missouri ("RSMo"), finding that the development of such a development area would be in the interest of the public health, safety, morals or welfare of the residents of the City of St. Louis, and finding that it is anticipated that such a development area can be renovated through a series of one or more development projects; establishing a Downtown Economic Stimulus Authority pursuant to Sections 99.921 and 99.924 RSMo to exercise the powers pursuant to Sections 99.915 through 99.980 RSMo; authorizing the appointment of a Board of Commissioners of the Authority pursuant to Section 99.924 RSMo; authorizing the Board's exercise of the obligations, duties, powers, and functions authorized by Section 99.915 through 99.980 RSMo, as amended; authorizing the Board of Commissioners to establish by-laws regarding its proceedings; authorizing the Board to perform duties related to a Downtown Economic Stimulus Authority as authorized by Missouri statute; containing a severability clause.

WHEREAS, the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 through 99.980 of the Revised Statutes of Missouri, as amended (the "Act") authorizes municipalities to encourage major development initiatives within designated portions of the municipality; and

and WHEREAS, the Act makes it possible for a municipality to access state resources that would otherwise be unavailable;

WHEREAS, Sections 99.921 of the Revised Statutes of the State of Missouri permits municipalities to create a Downtown Economic Stimulus Authority to exercise the powers set forth in the Act, provided such action is approved by the governing body of the municipality and that such governing body makes certain findings; and

WHEREAS, the City of St. Louis desires to create a Downtown Economic Stimulus Authority and to authorize such Authority to exercise such powers set forth in the Act to enable the benefits afforded by such Act to be made available in the City of St. Louis.

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

**SECTION ONE.** The Board of Aldermen of the City of St. Louis adopts the foregoing recitals as findings and further finds as follows:

- (a) it is and would be in the best interest of the public to consider the establishment of a development area in accordance with the Act;
- (b) the creation and development of such a development area would be in the interest of the public health, safety, morals or welfare of the residents of the City of St. Louis; and
- (c) it is anticipated that such a development area can be renovated through a series of one or more development projects.

**SECTION TWO.** Pursuant to Sections 99.921 and 99.924 of the Revised Statutes of the State of Missouri, as amended, there is hereby established an authority to be known as the "Downtown Economic Stimulus Authority of the City of St. Louis (the "Authority") to exercise the powers, functions and duties of a downtown economic stimulus authority as set forth in the Act. The commissioners of such Authority shall be the following, pursuant to Section 99.924 RSMo: one (1) commissioner shall be appointed by the St. Louis Board of Education and eight (8) commissioners shall be appointed by the Mayor of the City of St. Louis. One (1) of such commissioners appointed by the Mayor shall be an African-American business owner in the City of St. Louis, and one (1) of such commissioners appointed by the Mayor shall be a member of a local community development corporation. The Board of Education commissioner shall have an initial term of three (3) years. Of the eight (8) commissioners appointed by the Mayor, two (2) shall have initial terms of one (1) year, three (3) shall have initial terms of two (2) years, and three (3) shall have initial terms of three (3) years, as determined by the Mayor at the time of the appointments. Thereafter, commissioners shall be appointed by the Mayor and chief executive officer of the Board of Education making the original appointments as provided in this Section and shall serve terms of three (3) years. All vacancies shall be filled in the same manner as the original appointment, for the unexpired terms. In addition to the commissioners appointed pursuant to this section, other affected taxing districts within the development area shall appoint a nonvoting advisor. The board of commissioners of the Authority annually shall elect a Chair from among the commissioners. A majority of the board of commissioners shall constitute a quorum of such board of commissioners for the purpose of conducting business and exercising the powers of the Authority and for all other purposes. Action may be taken by the Authority upon a vote of a majority of the commissioners present. The Authority shall adopt by-laws governing the conduct of its proceedings consistent with applicable Statutes and with this Ordinance.

**SECTION THREE.** The Authority is hereby authorized to exercise those obligations, duties, powers and functions authorized by Section 99.915 to 99.980 RSMo, as the same may be amended or revised from time to time.

**SECTION FOUR.** It is hereby recognized that the requirements of Missouri Statutes as pertain to the number, qualifications, terms and manner of appointment of persons to serve on the board of commissioners may, from time to time, be revised. The Mayor and such other persons as may be authorized to act with respect to appointments to the Authority board of commissioners under Missouri Statutes in the future are hereby authorized to act in accordance with Missouri Statutes, as from time to time revised, so that at all times hereinafter the Authority shall be and remain legally authorized to exercise the powers of an Authority under Missouri Statutes, without further action of this Board of Aldermen.

**SECTION FIVE.** The Mayor of the City of St. Louis is hereby authorized to make the appointments referenced as Mayoral appointments in Section One above. The St. Louis Board of Education is hereby authorized to make the appointment referenced as the Board of Education appointment in Section One above. The other affected taxing districts are hereby authorized, collectively and as a group, to make the appointment of one nonvoting advisor referenced as the other taxing districts appointment of a nonvoting advisor in Section One above.

**SECTION SIX.** Upon adoption of this Ordinance, the Clerk of the Board of Aldermen is hereby directed to promptly, by certified mail, return receipt requested, notify the St. Louis Board of Education that such Board of Education is authorized to appoint one person to the Authority, and that such appointment shall be effective upon the later of the effective date of this Ordinance or the date upon which such Board of Education makes such appointment. Upon adoption of this Ordinance, the Clerk of the Board of Aldermen is also hereby directed to promptly, by certified mail, return receipt requested, notify the other affected taxing districts that such districts are, collectively and as a group, authorized to appoint one nonvoting advisor to the Authority, and that such appointment shall be effective upon the later of the effective date of this Ordinance or the date upon which such districts make such appointment. Such notifications shall request that the Board of Education and the other affected taxing districts make such appointments within thirty (30) days from the effective date of this Ordinance.

**SECTION SEVEN.** It is hereby declared to be the intention of this Board of Aldermen that each and every part, section

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

**Approved: June 5, 2006**

**ORDINANCE #67098  
Board Bill No. 40**

An ordinance establishing and creating a Planned Unit Development District for a portion of City Block 3915 to be known as the "4218 West Pine Planned Unit Development District".

**Whereas**, the zoning ordinance of the City of St. Louis authorizes the establishment and creation of Planned Unit Development Districts (PUD's), a special zoning "overlay" tool authorizing the appropriate development of residential or commercial uses, or the combination thereof, in the best interests of the City and to provide for a scale and flexibility of development which could not otherwise be achieved through the existing single-use zoning districts, without detriment to neighboring properties; and

**Whereas**, on March 1, 2006, at the regular March meeting of the Planning Commission of the City of St. Louis, a Sketch Plan submitted as a request for Planned Unit Development District designation by 4218 West Pine LLC for property they own in City Block 3915 (as shown in Exhibit "A") was presented; and

**Whereas**, the Planning Commission has reviewed said Sketch Plan and determined compatibility with the City's January 2005 Strategic Land Use Plan and other applicable zoning and redevelopment regulations established for the proposed Planned Unit Development District provided the subsequent Detailed Development Plan include documentation as to the details of the development; and

**Whereas**, the Planning Commission made all requisite findings as required by 26.80.050 of the Revised Code of the City of St. Louis and approved and adopted said Sketch Plan by Resolution No. PDA-049-06-PUD on March 1, 2006 with a condition and has provided a copy of the resolution to the Board of Aldermen;

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

**SECTION ONE. Findings of Fact**

The Board of Aldermen of the City of St. Louis hereby find and determine that: (i) the 4218 West Pine Planned Unit Development District, as submitted by 4218 West Pine LLC and recommended by the City of St. Louis Planning Commission and, encourages appropriate development; (ii) the 4218 West Pine Sketch Plan approved by the Planning Commission on March 1, 2006 is in the best interest of the City of St. Louis; (iii) the 4218 West Pine Sketch Plan with a condition recommended by the Planning Commission accomplishes the purposes set forth in 26.80.050.A of the Revised Code of the City of St. Louis; and (iv) the 4218 West Pine Sketch Plan recommended by the Planning Commission meets the conditions set forth in 26.80.050.E of the Revised Code of the City of St. Louis.

**SECTION TWO. Requirements Regarding Detailed Development Plan.**

The Sketch Plan is the first step in the approval of a project seeking to be developed within and in accordance with the rules pertaining to a Planned Unit Development District. At a later time, the Developer submits for review by the Planning Commission a Detailed Development Plan for a portion of, or all, of the area included in the Planned Unit Development District. This Detailed Development Plan is compared for conformity with the approved Sketch Plan by the Planning Commission.

In addressing the requirements set forth in 26.80.050.H of the Revised Code of the City of St. Louis pertaining to Detailed Development Plan Standards, the submittal of the Detailed Development Plan for the 4218 West Pine Planned Unit Development District shall include documentation showing a minimum of 20% of the site in open space, but none of the open space shall be required to be public.

**SECTION THREE. Establishment and Creation of 4218 West Pine Planned Unit Development District.**

The 4218 West Pine Planned Unit Development District, as proposed in the 4218 West Pine Sketch Plan (attached hereto as Exhibit "B") is hereby approved and adopted as recommended by the Planning Commission. There is hereby created a Planned Unit Development District, containing approximately 10,205 square feet, to be known as the 4218 West Pine Planned Unit Development District for the real property described below:  
A tract of land being lot 37 of the Bank of California addition measuring approximately 50 feet by 210 feet 2 inches and known as 4218 West Pine Boulevard in City Block 3915.

SECTION FOUR. Severability Clause.

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

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 shall become effective immediately upon its passage and approval by the Mayor.

TO THE CITY OF ST. LOUIS PLANNING COMMISSION  
PETITION FOR  
PLANNED UNIT DEVELOPMENT DISTRICT (PUD)

PETITIONER'S NAME 4218 WEST PINE LLC  
CONTACT NAME (If above is a firm/an organization) BILL GEORGES/JASSEN JOHNSON  
ADDRESS 3139 OLIVE ST. ST. LOUIS MO.  
ZIP CODE 63103 PHONE BILL GEORGES 314-277-3546  
E-MAIL OFFICE 314-652-0800

Legal Description of Property Petitioned, including total acreage (use additional sheets if necessary) SEE ATTACHED  
Parcel Number(s) (use additional sheets if necessary) 130.0

Address(es) including street(s) and street number(s) 4218 WEST PINE ST. LOUIS MO. 63108

The following can be listed or mapped on additional sheets:

Present Zoning is B-2 FAM District(s) or a change has been requested for zoning to 4 FAM District(s).

The acreage of the property including streets and alleys except boundary streets (to nearest tenth of an acre) is .2

Present Use of the Property VACANT

Proposed Use of the Property FOUR CONDOMINIUMS

Are you the owner of the property described? YES

If not, what is your legal interest in the property? \_\_\_\_\_

The owner(s)-of-record of the petitioned property according to City of St. Louis Assessor's Records is(are) known as 4218 WEST PINE LLC  
3139 OLIVE ST. ST. LOUIS MO. 63103

[Signature] 1-24-06  
Signature(s) of Petitioner(s) Date Filed

Parties of Interest (Fill in if applicable):

Project Engineer and /or Architect (if applicable) Name FENDLER & ASSOCIATES

Address 5201 PATTISON ST. LOUIS MO 63110 Phone 314-664-7725

Developer and/or Builder (if other than petitioner) Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

4218 WEST PINE  
PETITION FOR PUD

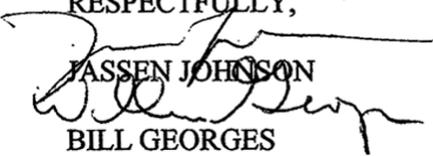
THE EXISTING BUILDING AT 4218 W. PINE IS A THREE STORY BRICK HOUSE BUILT IN 1891. IT SITS ON A 50'X210' LOT (10,500 S.F.).

WE PROPOSE TO DO A TOTAL GUT REHAB OF THE HOUSE TURNING IT INTO TWO CONDOMINIUMS. THE UNITS WILL BE 3,500 S.F. & 2,700 S.F. RESPECTIVELY. SEE ATTACHED SETS OF PLANS FOR MORE DETAIL.

IN ADDITION WE WILL BUILD A SIX CAR L SHAPED GARAGE AT THE REAR OF THE LOT. THE PROPERTY IS CURRENTLY ZONED B-2 FAMILY. WE WOULD LIKE TO BUILD TWO ADDITIONAL UNITS ABOVE THE GARAGE WHICH IS WHY WE ARE PETITIONING FOR A ZONING CHANGE TO FOUR FAMILY. THESE TWO UNITS WILL BE 1,400 S.F. EACH.

BOTH ALDERMAN JOE RODDY & THE WEST PINE/ LACLEDE NEIGHBORHOOD ASSOCIATION ARE IN SUPPORT OF THIS PROJECT.

RESPECTFULLY,



JASSEN JOHNSON

BILL GEORGES

4218 WEST PINE LLC

**DEVELOPMENT TEAM**

JASSEN JOHNSON: MANAGING PARTNER  
JIM ANDERSON: GENERAL CONTRACTOR/ INVESTOR  
BILL GEORGES: INVESTOR  
TRAVIS LINK: INVESTOR  
KEVIN O'CONNELL: INVESTOR

**PRESENT OWNERSHIP:**

BILL GEORGES: 33.3%  
JASSEN JOHNSON: 16.6%  
JIM ANDERSON: 16.6%  
TRAVIS LINK: 16.6%  
KEVIN O'CONNELL 16.6%

**FINANCING**

ACQUISITION & CONSTRUCTION: PRIVATE BANK. CONTACT: EILEEN PRATTE.  
STATE OF MO.: HISTORIC TAX CREDIT.

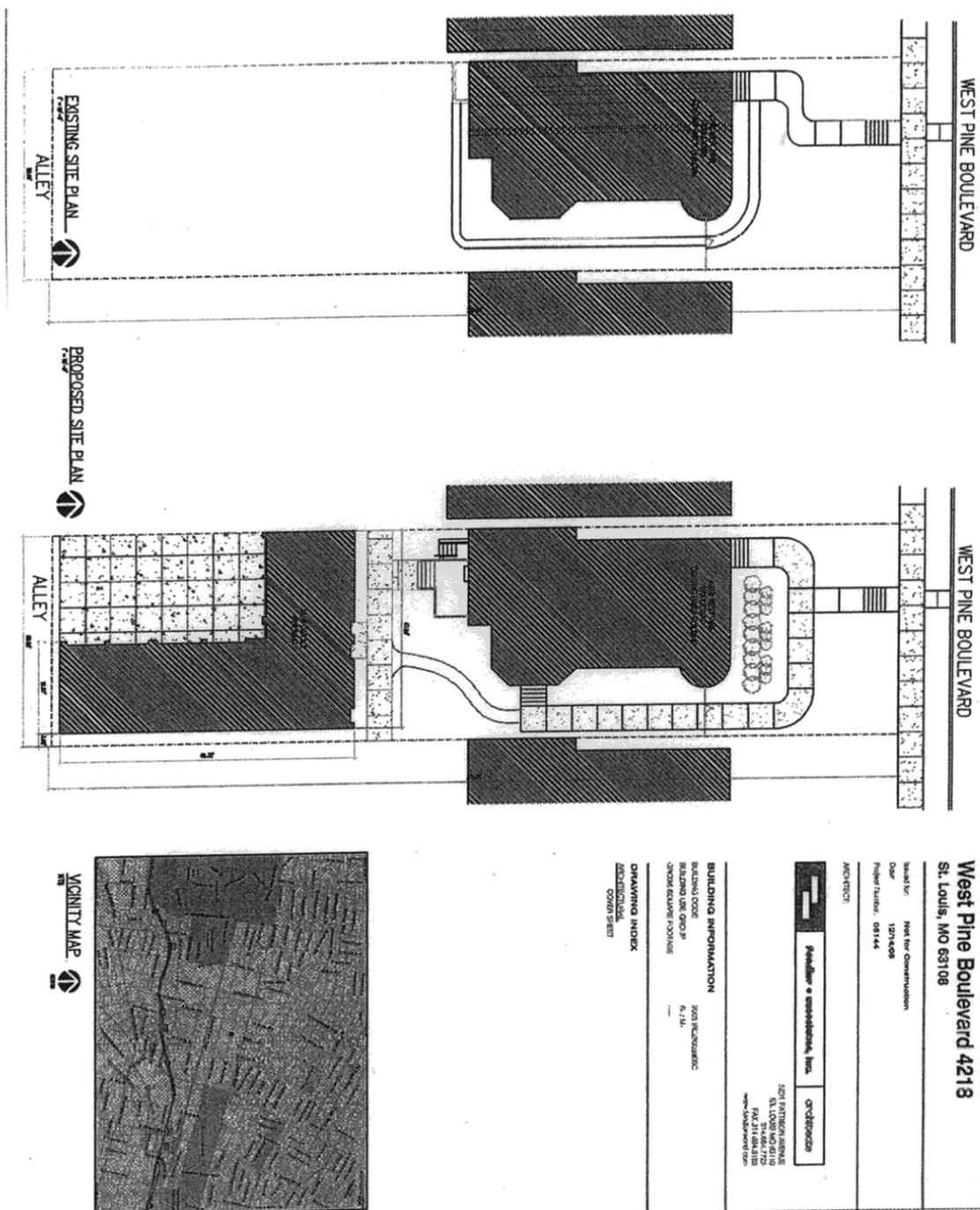
**SALE PRICE OF UNITS:**

|  |           |
|--|-----------|
| UNIT #1: IN EXISTING HOUSE. 3500 S.F., 3 BDRM. | \$475,000 |
| UNIT #2 IN EXISTING HOUSE 2700 S.F. 3 BDRM     | \$425,000 |
| UNIT #3 OVER GARAGE. 1300 S.F.. 2 BDRM.        | \$200,000 |
| UNIT #4 OVER GARAGE 1300 S.F. 2 BDRM.          | \$200,000 |

6 CAR L SHAPED GARAGE AT REAR.

**EXPECTED SCHEDULE OF DEVELOPMENT:  
INTERIOR DEMO IN PROGRESS**

PHASE 1: UNITS 1 & 2 MAY OR JUNE 2006  
PHASE 2: UNITS 3 & 4 PROVIDED PUD IS APPROVED JULY 2006



**West Pine Boulevard 4218**  
 St. Louis, MO 63108

Scale: 1/8" = 1'-0"  
 Date: 12/7/05  
 Project Number: 051144

ARCHITECT: **Fendler + associates, Inc.** 670/280022  
 3021 BATTISON AVENUE  
 ST. LOUIS, MO 63103  
 FAX: 636.1172  
 www.fendlerandco.com

**BUILDING INFORMATION**  
 BUILDING CODE: 2003 INTERNATIONAL  
 BUILDING CODE GROUP: IBC 2003  
 OTHER BUILDING CODES: NONE

**DRAWING INDEX**  
 ARCHITECTURAL COVER SHEET



**MOJORITY MAP**

**Fendler + associates, Inc.** architects

**West Pine Boulevard 4218**  
 St. Louis, MO 63108









**EXHIBIT B  
4218 West Pine PUD  
City Block 3915  
PUD Sketch Plan**

**Planned Unit Development District  
Sketch Plan**

**4218 West Pine  
Planned Unit Development District  
City Block 3915**

**City of St. Louis Planning Commission**

**March 1, 2006**

**PDA-049-06-PUD**

Exhibit A  
Existing Zoning



Approved: June 5, 2006

**ORDINANCE #67099**  
**Board Bill No. 52**

An ordinance pertaining to the Twenty-fourth Ward Liquor Control District; repealing Ordinance 66773 thereby removing the moratorium on the issuance of liquor licenses in the Twenty-fourth Ward Liquor Control District.

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

**SECTION ONE.** Ordinance 66773 is hereby repealed.

**Approved: June 5, 2006**

**ORDINANCE #67100**  
**Board Bill No. 56**

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment of the City of St. Louis ("City"), authorizing and establishing a multi-year public works and improvement program at Lambert-St. Louis International Airport® (the "Airport") providing for an Airport Engineering Assistance Program (the "Program") consisting of, but not limited to studies or plans to and for the terminal complexes, concourses, and facilities, parking facilities, structures and associated Airport buildings, roadways, driveways and environs, the Airport's airfields, taxiways and related facilities, and other Airport improvements, environmental mitigation planning projects or studies, legal services, and other related aviation support planning or design projects or programs which are necessary for the Airport's development, such authorized work consisting of, but not limited to architectural, mechanical, and/or civil engineering services, programming services, technical advice and assistance, inspection services, consulting services, engineering planning, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, legal services, surveying or mapping work, general planning and design services, CADD services, airport NAVAIDs, operational and facilities plans and studies, the preparation and production of bid and contract documents and specifications, title work, appraisal services, and other necessary or related work, technical assistance or services for the development, implementation, administration, or monitoring of the Program at a total estimated cost of Five Million Four Hundred Thousand Dollars (\$5,400,000.00); authorizing an initial appropriation of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) from the Airport Development Fund established and authorized pursuant to Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and services authorized herein and providing for the receipt of supplemental appropriations, when authorized by ordinance, into this Ordinance when funds become available to continue the Program; authorizing the Director of Airports with the approval of the City Counselor and the Board of Estimate and Apportionment to let contracts providing for appraisal services, title work, and legal services; authorizing the Board of Public Service with the advice, consent and approval of the Director of Airports to let contracts, 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, shall be subject to the City's Charter and applicable 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, and other appropriate officers, agents and employees of the City to make such applications or certifications and provide such data, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facilities Charge Program, or other federal, state or local programs for programs or projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse the costs in part of the Program herein authorized; 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.

**WHEREAS**, Lambert-St. Louis International Airport® ("Airport"), located in the northeastern sector of the County of St. Louis, State of Missouri, is the designated air carrier airport for the St. Louis Metropolitan area;

**WHEREAS**, the Airport will begin implementing its Capital Improvement Program and those projects will involve the need to perform various engineering studies and to develop plans and specifications;

**WHEREAS**, the Airport must conduct facilities plans, environmental mitigation planning projects, and other related aviation support planning projects which are necessary for the Airport's development; and

**WHEREAS**, this Ordinance was recommended and approved by the Airport Commission, the Board of Public Service and the Board of Estimate and Apportionment.

**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"), recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment of the City of St. Louis ("City"), providing for an Airport Engineering

Assistance Program (the "Program") consisting of, but not limited to studies or plans to and for the terminal complexes, concourses, and facilities, parking facilities, structures and associated Airport buildings, roadways, driveways and environs, the Airport's airfields, taxiways and related facilities, and other Airport improvements, environmental mitigation planning projects or studies, legal services, and other related aviation support planning or design projects or programs which are necessary for the Airport's development, such authorized work consisting of, but not limited to architectural, mechanical, and/or civil engineering services, programming services, technical advice and assistance, inspection services, consulting services, engineering planning, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, legal services, appraisal services, title work, surveying or mapping work, general planning and design services, CADD services, airport NAVAIDS, operational and facilities plans and studies, the preparation and production of bid and contract documents and specifications, and other necessary or related work, technical assistance or services for the development, implementation, administration, or monitoring of the Program at a total estimated cost of Five Million Four Hundred Thousand Dollars (\$5,400,000.00).

**SECTION TWO.** There is hereby authorized an initial appropriation of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) from the Airport Development Fund established and authorized pursuant to Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and services authorized herein and providing for the receipt of supplemental appropriations, when authorized by ordinance, into this Ordinance when funds become available to continue the Program.

**SECTION THREE.** The Director of Airport with the approval of the City Counselor and the Board of Estimate and Apportionment is hereby authorized to let contracts providing for appraisal services, title work, and legal services that are in the best interest of the City, the City's residents, and the traveling public.

**SECTION FOUR.** The Board of Public Service with the advise, consent and approval of the Director of Airports, is hereby authorized to let contracts, purchased material and equipment, employ labor, pay salaries, wages, fees, retain consultants and technical advisors, and otherwise provide for the Program and the work and services herein authorized by this Ordinance, 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, shall be subject to City's Charter and applicable City ordinances and any Missouri State laws or regulations applicable thereto.

**SECTION SIX.** The Comptroller of the City is hereby authorized to draw warrants from time to time on the Treasurer of the City for 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 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 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 to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facilities Charge Program, or other federal, state or local programs for programs or projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse the costs in part of the Program herein authorized.

**SECTION EIGHT.** It is hereby provided that contracts let under authority of this Ordinance shall 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, or provisions of this Ordinance or portions thereof shall 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 shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

**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 shall become effective immediately upon approval by the Mayor of the City.

**Approved: June 5, 2006**

**ORDINANCE #67101  
Board Bill No. 57**

An Ordinance, recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, establishing and authorizing a public work and improvement program ("Building Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "PROJECT LIST" that is incorporated herein, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the removal or relocation of structures, obstructions, utilities and trees, the grading and seeding of disturbed

areas and related work, landscaping costs, security services, relocation costs, the demolition of improvements, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advices and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, the equipping and furnishing of Airport property, loading bridges, equipment, and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Building Projects at a total estimated cost of Forty Four Million Six Hundred Seventy Nine Thousand Dollars (\$44,679,000); authorizing and initial appropriation in the total amount of Two Million Seven Hundred Eighty Thousand Dollars (\$2,780,000) as follows: a) Two Million Three Hundred Thousand Dollars (\$2,300,000) from the "Series A Commercial Paper Construction Account" of the "Commercial Paper Construction Fund" established and authorized pursuant to Ordinance 66232 approved March 30, 2004, and b) Four Hundred Eighty Thousand Dollars (\$480,000) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and 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 Building Projects; authorizing the Mayor and the Comptroller of the City Of St. Louis ("City") to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Building Projects and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public; authorizing the Director of Airports with the approval of the Board of Estimate and Apportionment to let contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Building Projects; authorizing and directing the Board of Public Service with the advice, consent, and approval of the Director of Airports to let contracts for all other approved work or services, purchase materials, loading bridges, and equipment, employ labor, pay salaries, wages, fees, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract let hereunder, shall be subject to the City's Charter and applicable City ordinances and Missouri State laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City to make such applications or certifications and provide such data to the Note Trustee, Note Registrar, Paying Agent of the "Commercial Paper Notes" authorized under Ordinance 66232 or other appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse the costs in part of the Building Projects herein authorized; directing that all contracts let under 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; and containing a severability and an emergency clause.

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

**SECTION ONE.** There is hereby established and authorized a public work and improvement program ("Building Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "PROJECT LIST" that is incorporated herein, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the removal or relocation of structures, obstructions, utilities and trees, the grading and seeding of disturbed areas and related work, landscaping costs, security services, relocation costs, the demolition of improvements, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advices and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, the equipping and furnishing of Airport property, loading bridges, equipment, and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Building Projects at a total estimated cost of Forty Four Million Six Hundred Seventy Nine Thousand Dollars (\$44,679,000).

**SECTION TWO.** There is hereby authorized an initial appropriation in the total amount of Two Million Seven Hundred Eighty Thousand Dollars (\$2,780,000) as follows: a) Two Million Three Hundred Thousand Dollars (\$2,300,000) from the "Series A Commercial Paper Construction Account" of the "Commercial Paper Construction Fund" established and authorized pursuant to Ordinance 66232 approved March 30, 2004, and b) Four Hundred Eighty Thousand Dollars (\$480,000) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and 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 Building Projects.

**SECTION THREE.** The Mayor and the Comptroller of the City of St. Louis ("City") are hereby authorized to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the

administration or implementation of the Building Projects and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public.

**SECTION FOUR.** The Director of Airports with the approval of the Board of Estimate and Apportionment is hereby authorized to let all contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Building Projects.

**SECTION FIVE.** The Board of Public Service with the advice, consent and approval of the Director of Airports is hereby authorized and directed to let contracts, purchase materials, loading bridges, and equipment, employ labor, pay salaries, wages, fees, retain consultants and advisors and otherwise provide for all work or services authorized herein, except for the work or services covered by procedures contained in Section Three and Section Four of this Ordinance. **SECTION SIX.** It is hereby provided that any contract let hereunder, shall be subject to the City's Charter and applicable City ordinances and any Missouri State laws or regulations applicable thereto.

**SECTION SEVEN.** The Comptroller of the City is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City for 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, 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 the Note Trustee, Note Registrar, Paying Agent of the "Commercial Paper Notes" authorized under Ordinance 66232 or other appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

**SECTION EIGHTY.** The Director of Airports is hereby authorized to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse the costs in part of the Building Projects herein authorized.

**SECTION NINE.** All contracts let under authority of this Ordinance shall 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 TEN.** The sections, conditions, or provisions of this Ordinance or portions thereof shall 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 shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

**SECTION ELEVEN.** 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 shall become effective immediately upon its approval by the Mayor of the City.

**Approved: June 5, 2006**

**ORDINANCE #67102**  
**Board Bill No. 62**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in Hill Street from Broadway to Missouri Pacific Railroad 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 public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land in Survey No. 1 of Carondelet Commons, and in City Block 2792 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at a stone, being the intersection of the east line of Broadway 100 feet wide and the centerline of Hill Street 50 feet wide; thence north 04 degrees 06 minutes 19 seconds west for 25.06 feet to a point on the east line of Broadway and the north line of Hill Street; thence south along the north line of Hill Street, south 89 degrees 58 minutes 19 seconds west for 391.50 feet to a point in the north line of Hill Street and the west line of the former Missouri Pacific Railroad; thence south along the west line of said railroad, south 01 degrees 20 minutes 10 seconds east for 25.00 feet to a point in the centerline of Hill Street; thence east along said centerline, south 89 degrees 58 minutes 19 seconds east for 22.21 feet to a point; thence continuing south along said west line of said railroad, south 01 degrees 20 minutes 10 seconds east for 25.00 feet to a point in the south line of Hill Street; thence west along the south line of Hill Street north 89 degrees 58 minutes 19 seconds west for 411.33

feet to a point on the east line of Broadway and the south line of Hill Street; thence north along the east line of Broadway, north 04 degrees 06 minutes 19 seconds west for 25.07 feet to the point of beginning and containing 00.00 acres more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Petitioners are 1509 N. Broadway and Mississippi Bluffs, LLC. Vacated area will be used to consolidate property for commercial 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: June 5, 2006**

**ORDINANCE #67103  
Board Bill No. 63**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the remaining 50.5 feet of the 15 foot wide north/south alley in City Block 74 as bounded by Lombard, I-55, Chouteau and Fourth St. 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 public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A 15 foot wide north/south alley in City Block 74 for the City of St. Louis Records in the City of St. Louis, Missouri, and being more particularly described as follows:

Commencing at the northwestern corner of said City Block 74, said point being the intersection of the easterly line of South Fourth Street, 80 feet wide, with the southerly line of Lombard Street, 32 feet 1 inch wide; thence along the southerly line of said Lombard Street, south 59 degrees 28 minutes 19 seconds east, 112.16 feet to its intersection with the westerly line of said north/south alley and the True Point of Beginning of the tract of land herein described; thence continuing along the southerly line of said Lombard Street, south 59 degrees 28 minutes 19 seconds east, 15.00 feet to its intersection with the easterly line of said north/south alley; thence along the easterly line of said north/south alley, south 29 degrees 18 minutes 44 seconds west, 50.66 feet to the southerly line of said north/south alley; thence along the southerly line of said north/south alley, north 58 degrees 58 minutes 40 seconds west, 15.00 feet to the westerly line of said north/south alley; thence along the westerly line of said north/south alley, north 29 degrees 18 minutes 44 seconds east, 50.53 feet to the True Point of Beginning, according to Survey Number 187500, executed by James Engineering & Surveying Company, Inc. during the month of January, 2006 and containing 759 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Stephen C. Murphy and SCM-PBM, L.L.C. will use vacated area to consolidate property.

**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 effected 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: June 5, 2006**

**ORDINANCE #67104  
Board Bill No. 4**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on North 20th Street by blocking said traffic flow at the north curb line of Ferry Street from April 1 until November 1 of each year and containing an emergency clause.

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

**SECTION ONE:** The Director of Streets is hereby authorized to temporarily close and barricade, for a period of seven months each year, North 20th Street by blocking said traffic flow at the north curb line of Ferry Street. Such closing shall begin on April 1 and end on November 1 each year.

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

**Approved: June 5, 2006**