

**ORDINANCE #68644**  
**Board Bill No. 27**

AN ORDINANCE TO PROVIDE FOR THE BORROWING OF FUNDS IN ANTICIPATION OF THE COLLECTION OF TAX PAYMENT LEVIED BY THE CITY OF ST. LOUIS, MISSOURI FOR DEPOSIT IN ITS GENERAL REVENUE FUND FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2010, AND REMAINING UNCOLLECTED AND OTHER REVENUES REMAINING TO BE COLLECTED AND DEPOSITED IN THE GENERAL REVENUE FUND FOR FISCAL YEAR ENDING JUNE 30, 2011, 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, 2010, and remaining uncollected and other revenues remaining to be collected and deposited in the General Revenue Fund in the fiscal year ending June 30, 2011 is Four Hundred Forty-Nine Million Nine Hundred Eighty-Four Thousand Dollars (\$449,984,000); and

**WHEREAS**, there have become and will become due and payable on and prior to the 31st day of December, 2010, expenses and obligations of the City, payable from the General Revenue Fund, aggregating not less than the sum of Two Hundred Forty-Eight Million Eight Hundred Ninety-One Thousand Dollars (\$248,891,000); 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 2009 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, 2010 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, 2011, 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, 2010, to pay all of such legal obligations chargeable to the General Revenue 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 Sixty Million Dollars (\$60,000,000) may be anticipated in the aforesaid General Revenue Fund at a time or times during the remainder of the aforesaid calendar year 2010; 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, 2011; 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, 2010 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, 2011, 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, 2010 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, 2011; 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 Seventy Million Dollars (\$70,000,000) 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, 2010 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, 2011, 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, 2011, which expenses and obligations will become due and payable on and prior to the 31st day of December 2010, 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 Seventy Million Dollars (\$70,000,000) 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, 2010 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, 2011; 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 is in the best interests of the City that the City issue its tax and revenue anticipation notes payable from the General Revenue Fund, Series 2010 (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 (as defined below).

**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 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 the Notes shall not exceed the amount set forth in this Ordinance; and
  - (ii) no additional 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 the City agrees to carry out the provisions set forth in the Indenture.

**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, 2011, which expenses and obligations will become due and payable on and prior to the 31st day of December, 2010, but for the payment and discharge of which it is estimated that funds will not be available otherwise in the General Revenue Fund, a principal sum not to exceed Seventy Million Dollars (\$70,000,000), 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, 2010 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, 2011.

**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 2010," 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. 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 with final terms as set forth in the Indenture. 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 and the Indenture.

**SECTION 6. Equality of Benefits, Protection and Security.** The covenants and agreements of the City contained herein, in the Indenture and in the Notes and any related document (including, without limitation, 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 2010

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, 2011, 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, 2010 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, 2011 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 \_\_\_\_\_, 2010 and approved by the Mayor of the City on \_\_\_\_\_, 2010 (the "Ordinance") and an Indenture of Trust dated as of July 1, 2010 (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 a part (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, 2010 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, 2011 and constitute a first charge upon the incoming taxes and revenues for such General Revenue Fund for such fiscal year ending June 30, 2011.

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, 2010 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, 2011. 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 (if utilized) (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 the 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 (if utilized) 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 a part, in order to make the same legal, valid and binding special, limited obligations of the 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 a part 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, 2010 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, 2011 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 a part 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, 2010.

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 of authentication for manual execution by the Treasurer substantially as follows:

**CITY TREASURER'S AUTHENTICATION**

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

It is hereby certified that the attached Note has been authenticated and 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, 2010 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, 2011, 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 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 the highest rate permitted by Missouri law) 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, 2011, which have and will become due and payable on or prior to the 31st day of December, 2010.

**SECTION 16. Establishment of Sinking Fund.** In order to assure the availability of adequate funds on the maturity date of the Notes, 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 2010 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, 2010 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, 2011, the sum of Fifteen Million Dollars (\$15,000,000) on or before April 30, 2011, the additional sum of Fifteen Million Dollars (\$15,000,000) on or before May 31, 2011, 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 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, as 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 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, the Treasurer, and 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 the City Counselor 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; and this Ordinance shall take effect immediately upon its approval by the Mayor.

#### EXHIBIT A

#### INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture") is dated as of July 1, 2010 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, 2010 and remaining uncollected and other revenues remaining to be collected in the City's General Revenue Fund for the fiscal year ending June 30, 2011 is Four Hundred Forty-Nine Million Nine Hundred Eighty-Four Thousand Dollars (\$449,984,000); and

WHEREAS, there have become and shall become due and payable on and prior to the 31st day of December, 2010, expenses and obligations of the City, payable from the General Revenue Fund, aggregating in excess of Two Hundred Forty-Eight Million Eight Hundred Ninety-One Thousand Dollars (\$248,891,000); and

WHEREAS, the City has determined that sufficient taxes shall be collected from the delinquent taxes for the calendar year 2009 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, 2010 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, 2011, 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, 2010, 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 Sixty Million Dollars (\$60,000,000) can be anticipated in the General Revenue Fund at a time or times during the remainder of such calendar year 2010; 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 Twenty-Two Million Dollars (\$22,000,000), 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, 2011; 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, 2010 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, 2011, 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, 2010 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, 2011; 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, 2010 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, 2011, in order to maintain a reasonable reserve in the City's General Revenue Fund and to provide funds 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, 2011, which expenses and obligations shall become due and payable on and prior to the 31st day of December, 2010, but for the payment and discharge of which it is 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 \_\_\_\_\_ 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, 2010 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, 2011; 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 2010 (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 \_\_\_\_, 2010 and was approved by the Mayor of the City on May \_\_\_\_, 2010; and

WHEREAS, all things necessary to make the Notes, when authenticated by the Treasurer of the City as one of the Notes issued under 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 are hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Notes issued and Outstanding (as defined below) 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) Incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2010 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, 2011, 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 rights 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.

“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, 2010, 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.

“Non-Arbitrage Certificate and Tax Agreement” means the certificate delivered by the City evidencing observance and compliance with provisions of the Code applicable to the Notes.

“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., St. Louis, Missouri and any successor.

“Notes” means the Tax and Revenue Anticipation Notes Payable from the General Revenue Fund, Series 2010, of the City in the principal amount of \_\_\_\_\_ 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 \_\_\_\_\_, 2010 and approved by the Mayor of the City on May \_\_\_\_\_, 2010.

“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 The 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, their successors and their assigns, and “Rating Agency” means each such Rating Agency.

“Representation Letter” means the Representation Letter from the City and 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 Indenture.
- (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 Charter and the Ordinance.

The Notes are hereby authorized to be issued in the aggregate principal amount of \_\_\_\_\_ 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, 2011, and all moneys and securities held under the Indenture and any other property pledged or transferred to the Trustee for the benefit of the Note owners, in accordance with the trust estate created under this Indenture.

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, 2010 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, 2011.

**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, 2011 and shall bear interest from their dated date at a rate of \_\_\_\_\_ percent (\_\_\_\_\_% ) per annum at a price 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 Note Registrar and transfer agent with respect to the registration, transfer and exchange of Notes.

**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 to the person in whose name such Note is registered on the Business Day immediately preceding the maturity date thereof. A Registered Owner of One Hundred Thousand Dollars (\$100,000) or more principal amount of Notes may elect, in lieu of payment by check or draft as provided above, 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 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 of 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. Nonpresentment 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.** The proceeds derived from the sale of the Notes net of underwriters' discount and original issue discount, plus original issue premium 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, 2010, 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, 2011, 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 2010 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, 2010 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, 2011, the principal of and interest on the Notes on or before June 30, 2011 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 2010 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; Limited Obligations.** 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, 2010 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, 2011, and all moneys and securities held under the Indenture and any other property pledged or transferred to the Trustee for the benefit of the Note owners, in accordance with the trust estate created under this Indenture. 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 incoming taxes levied by the City for deposit in its General Revenue Fund for the calendar year ending December 31, 2010 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, 2011, 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, the Ordinance, 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, 2011 shall be transferred by the City from the General Revenue Fund and the Tax and Revenue Anticipation Notes, Series 2010 Sinking Fund 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 (i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or (ii) in such other obligations permitted by applicable law and 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 interest on the Notes to be included in gross income for federal income taxation purposes or otherwise adversely affect the exemption of 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 free and clear of the lien of this Indenture.

## 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 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;

(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.** Except as provided in Section 1103 hereof, 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 Notes;

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 the 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 the 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 hereof.

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

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

(a) Any corporation or association into which the Trustee, Paying Agent or 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 or 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 or 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 or Note Registrar and acceptance of such appointment pursuant to paragraph (d) below.

(c) The Trustee, Paying Agent or Note Registrar may be removed at any time by an instrument in writing delivered to the Trustee, Paying Agent or Note Registrar by the Treasurer. In no event, however, shall any removal of the Trustee, Paying Agent or Note Registrar take effect until a successor Trustee, Paying Agent or 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 or 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 or 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 or 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 or 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 or 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 or Note Registrar and the duties and obligations of the predecessor Trustee, Paying Agent or 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 or Note Registrar has accepted appointment in the manner provided above within ninety (90) days after the Trustee, Paying Agent or Note Registrar has given notice of its resignation or has been removed as provided above, the retiring Trustee, Paying Agent or Note Registrar may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee, Paying Agent or 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 or 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, 2010 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, 2011 made hereunder and all other rights granted hereby shall terminate. The 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 & Company, Incorporated, Loop Capital Markets, LLC and Backstrom McCarley Berry & Co., 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 of the 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:

The 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 note 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 CERTIFICATE**

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 2010 (the "Notes"). The Notes are being issued pursuant to Ordinance No. \_\_\_\_\_ adopted by the Board of Aldermen of the City on May \_\_\_\_, 2010 and approved by the Mayor of the City on May \_\_\_\_, 2010 (the "Ordinance") and an Indenture of Trust dated as of July 1, 2010 (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 (all as defined below). 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.

“EMMA” shall mean the Electronic Municipal Market Access system for municipal securities disclosures, accessible at [www.emma.msrb.org](http://www.emma.msrb.org).

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

“National Repository” shall mean the Municipal Securities Rulemaking Board via EMMA or such other repository then authorized by the Securities and Exchange Commission to receive disclosure submissions under the Rule.

“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 any debt service reserves reflecting financial difficulties;
9. unscheduled draws on any 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 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 Continuing Disclosure 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

Approved: May 27, 2010

**ORDINANCE #68645  
Board Bill No. 8**

An ordinance of the City of St. Louis authorizing and directing the Mayor and the Comptroller to execute an amendment, pertaining to casualty insurance payments, to the Operating Lease authorized by Ordinance 62385 for the Convention and Sports facility, currently known as the Edward Jones Dome.

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

**SECTION ONE.** The Mayor and Comptroller of the City of St. Louis are hereby authorized to execute an amendment to the operating lease authorized by Ordinance 62385 for the convention and sports facility, currently known as the Edward Jones Dome, to change provisions related to casualty insurance; said amendment shall be in substantially the same form attached hereto and incorporated by reference herein as Exhibit I.

**SECTION TWO.** The operating lease amendment authorized in Section One, attached and incorporated at Exhibit I, shall provide for the Regional Convention and Sports Authority (RSA) to reimburse the Regional Convention and Visitors Commission (CVC) for the 2009 casualty insurance premium and to authorize the RSA to assume responsibility for or reimburse CVC for insurance costs in future years.

**AMENDMENT TO OPERATING LEASE**

Effective this \_\_\_\_ day of \_\_\_\_\_, 2010, the undersigned hereby agree to amend the terms and conditions contained in that certain Operating Lease dated August 28, 1991 as follows:

WHEREAS, the Regional Convention and Sports Complex Authority ("RSA"), the Regional Convention and Visitors Commission ("CVC"), the City of St. Louis, Missouri ("City") and St. Louis County, Missouri ("County"), referenced collectively herein as the "undersigned", entered into an Operating Lease dated August 28, 1991 ("Operating Lease"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Operating Lease; and

WHEREAS, said Operating Lease requires the CVC to pay all casualty insurance premiums for the Facilities as part of the Maintenance and Operating expenses for the convention and sports facility referenced in the Operating Lease ("Facilities"); and

WHEREAS, all of the undersigned share a financial interest in the preservation of the Facilities; and

WHEREAS, CVC, the City and the County have requested that RSA assist CVC by reimbursing CVC for the amount paid by CVC for the 2009 casualty insurance premium for the Facilities;

WHEREAS, the undersigned wish to provide for amendment of the Operating Lease so that either CVC or RSA shall be authorized to pay the yearly casualty insurance premium for the Facilities;

WHEREAS, the Operating Lease may be amended only upon agreement in writing by all parties to said Operating Lease;

NOW THEREFORE, for good and valuable consideration, the undersigned parties agree, promise and represent as follows:

1. Section 4(a)(ii) of the Operating Lease is hereby supplemented to include the following provision at the end of the paragraph: “, provided that the Operating Landlord will forward payment in the amount of \$1,148,168.00 to CVC as reimbursement for the cost of the casualty insurance payment that was due and paid by CVC in July 2009 for the Facilities, and provided further that the Operating Landlord may in any future year during the term of the Operating Lease assume responsibility for or reimburse the CVC for costs of insurance.”

2. The undersigned parties agree, acknowledge and covenant that all of the CVC’s obligations under the Operating Lease remain intact and enforceable, including but not limited to the insurance payment provisions contained in Section 4 of said Operating Lease.

3. The undersigned parties further agree, acknowledge and covenant that this Operating Lease Amendment shall not constitute a waiver of any term, provision obligation or condition of the Operating Lease.

4. The undersigned parties further agree, acknowledge and covenant that RSA’s agreement to make the above-referenced payment is made on a one-time basis and that CVC’s insurance payment obligations remain intact and enforceable as Maintenance and Operating expenses to be paid by CVC, as stated in the Operating Lease.

IN WITNESS WHEREOF, RSA, CVC the City and the County have executed this Operating Lease Amendment as of the day and year first above written.

REGIONAL CONVENTION AND SPORTS COMPLEX AUTHORITY (“RSA”)

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

THE REGIONAL CONVENTION AND VISITORS COMMISSION (“CVC”)

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

CITY OF ST. LOUIS, MISSOURI

By:  
Mayor

Approved as to Form:

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

\_\_\_\_\_  
Comptroller

Attest:

City Register

ST. LOUIS COUNTY, MISSOURI

By: \_\_\_\_\_  
County Executive

Approved by:

\_\_\_\_\_  
Accounting Officer

\_\_\_\_\_  
County Counselor

Attest: \_\_\_\_\_  
County Clerk

Approved: June 2, 2010

**ORDINANCE #68646  
Board Bill No. 25**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 5500 block of Page Street as "Rev. James Edward Cook Street."

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

**SECTION ONE.** Pursuant to the provisions of Ordinance 65233, the 5500 block of Page Street shall hereafter be honorarily designated as "Rev. James Edward Cook Street." The Director of Streets shall erect an honorary street-name sign at the intersection of Page and Belt Streets, which sign shall read "Rev. James Edward Cook Street."

Approved: June 2, 2010

**ORDINANCE #68647  
Board Bill No. 35**

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in 20 foot wide north/south alley in City Block 4530 bounded by Cote Brilliante, Burd, Dr. Martin Luther King and Clara in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land situated in the City of St. Louis and the State of Missouri lying in part of City Block 4530, being the 20 foot wide Northeast-Southwest Alley that was originally part of Lots 9, 10, 27, and 28 of Arlington Grove, a subdivision filed for record in Plat Book "Q" page 76 of the land records of said City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the intersection of the southeastern right-of-way line of Clara Avenue, 60 feet wide and the southwestern right-of-way line of Cote Brilliante Avenue, 60 feet wide, said intersection being the northernmost corner of said City Block 4530; thence along said southwestern right-of-way line of Cote Brilliante Avenue, south 60 degrees 49 minutes 32 seconds east a distance of 138.25 feet to the northernmost corner of said 20 foot wide northeast-southwest alley, said northernmost corner also being the TRUE POINT OF

BEGINNING of the tract herein described; thence continuing along said southwestern right-of-way line of Cote Brilliante Avenue, south 60 degrees 49 minutes 32 seconds east a distance of 20.00 feet to the easternmost corner of said 20 foot wide northeast-southwest alley; thence leaving said southwestern right-of-way line of Cote Brilliante Avenue along the southeastern line of said 20 foot wide northeast-southwest alley, south 29 degrees 11 minutes 21 seconds west a distance of 400.40 feet to the southernmost corner of said 20 foot wide northeast-southwest alley, said southernmost corner also being on the northeastern line of a 20 foot wide northwest-southeast alley as shown on said Arlington Grove Subdivision; thence along said northeastern line of a 20 foot wide northwest-southeast alley, north 60 degrees 49 minutes 44 seconds west a distance of 20.00 feet to the westernmost corner of said 20 foot wide northeast-southwest alley; thence along the northwestern line of said 20 foot wide northeast-southwest alley, north 29 degrees 11 minutes 21 seconds east a distance of 400.41 feet to the point of beginning.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Petitioners are Board of Education of the City of St. Louis and Land Reutilization Authority (LRA). The proposed use of the vacated area is to consolidate property for the Arlington Grove Development to be owner/operated by St. Louis Housing Authority.

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

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

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

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

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

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

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

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

Ordinance.

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

**Approved: June 2, 2010**

**ORDINANCE #68648**  
**Board Bill No. 6**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Comptroller of The City of St. Louis, Missouri (the "City") to renew a credit facility (the "Bank of America Credit Facility") previously obtained for the purpose of securing the outstanding City Justice Center Bonds (as defined herein), for the general welfare, safety, and benefit of the citizens of the City; authorizing the City to execute and deliver a first amended and restated promissory note (the "Restated Note") payable to Bank of America, N.A. (the "Bank") pursuant to which the Bank will renew the Bank of America Credit Facility; authorizing the payment of certain obligations due to the Bank under the Restated Note; authorizing the Mayor, the Comptroller, and any other appropriate City officials, if necessary, to execute any other documents related to the Restated Note and the Bank of America Credit Facility; authorizing and directing the Comptroller of the City to obtain a credit facility (the "Northern Trust Credit Facility") to be issued by The Northern Trust Company ("Northern Trust") for the purpose of replacing the Bank of America Credit Facility upon its termination and securing the outstanding City Justice Center Bonds, for the general welfare, safety, and benefit of the citizens of the City; authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to execute and deliver a supplemental indenture, if any, amending the herein described Indenture and a supplemental lease purchase agreement, if any, amending the herein described Lease Agreement in connection with the Northern Trust Credit Facility; authorizing the City to execute and deliver such supplemental lease purchase agreement, if any, and an agreement with Northern Trust (the "Northern Trust Agreement") pursuant to which the Northern Trust Credit Facility shall be issued; authorizing the payment of certain obligations due to the Bank under the Northern Trust Agreement; authorizing the Mayor, the Comptroller, and any other appropriate City officials, if necessary, to execute any other documents related to the Northern Trust Credit Facility; 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; and containing an emergency clause.

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its City Justice Center Leasehold Revenue Improvement Bonds, Series 1996A Bonds (the "Series 1996A Bonds") and its City Justice Center Leasehold Revenue Improvement and Refunding Bonds, Series 1996B (the "Series 1996B Bonds") pursuant to an Indenture of Trust between the Corporation and UMB Bank of St. Louis, N.A., as trustee (the "Trustee"), dated as of August 1, 1996 (the "Master Indenture") and a First Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of August 1, 1996 (the "First Supplemental Indenture") to finance the refunding of certain bonds previously issued by the Corporation, the proceeds of which were used to finance part of the St. Louis Jail Facilities (as defined in the Master Indenture) and completion of the Project (as defined in the Master Indenture and the First Supplemental Indenture), none of which Series 1996A Bonds are currently outstanding, and none of which Series 1996B Bonds are currently outstanding;

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A (the "Series 2000A Bonds") pursuant to the Master Indenture and a Second Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of February 1, 2000 (the "Second Supplemental Indenture") to finance the costs of completion of the City Justice Center (as defined in the Master Indenture), none of which Series 2000A Bonds are currently outstanding;

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2001A, authorized by the City as the Series 2000B Bonds (the "Series 2001A Bonds") pursuant to the Master Indenture and a Third Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of September 1, 2001 (the "Third Supplemental Indenture") to finance the costs of refunding certain Series 1996A Bonds, which Series 2001A Bonds are currently outstanding in the amount of \$55,090,000;

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2005 (the "Series 2005 Bonds") pursuant to the Master Indenture and a Fourth Supplemental Indenture of Trust between the Corporation and the Trustee, dated as of September 1, 2005 (the "Fourth Supplemental Indenture") to finance the costs of refunding certain Series 2000A Bonds, which Series 2005 Bonds are currently outstanding in the amount of \$14,860,000;

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2009 (the "Series 2009 Bonds") pursuant to the First Restatement and Fifth Supplement to Indenture of Trust between the Corporation and the Trustee, dated as of October 1, 2009, supplementing and restating the Master Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, and Fourth Supplemental Indenture (the "First Restatement") to finance the costs of refunding certain Series 1996B Bonds, which Series 2009 Bonds are currently outstanding in the amount of \$8,495,000;

**WHEREAS**, the City and the Corporation have entered in a certain Lease Purchase Agreement dated as of 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 Purchase Agreement dated as of October 1, 2009 (collectively, the "Lease Agreement") pursuant to which the City is obligated to make certain lease payments to be used, in part, by the Trustee to pay the principal of and interest on the Series 2001A Bonds, Series 2005 Bonds, and Series 2009 Bonds (collectively, the "City Justice Center Bonds") and to fund the Debt Service Reserve Fund, as provided therein;

**WHEREAS**, the Master Indenture, as supplemented by the First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, and Fourth Supplemental Indenture, and as supplemented and restated by the First Restatement (collectively, the "Indenture") sets forth certain provisions requiring the deposit and maintenance of funds (the "Debt Service Reserve Fund Requirement") in a debt service reserve fund established under the Indenture (the "Debt Service Reserve Fund") which funds shall be used and applied by the Trustee solely to prevent a default in the event moneys on deposit with the Trustee shall be insufficient to pay the principal of and interest on the City Justice Center Bonds as the same become due;

**WHEREAS**, the Debt Service Reserve Fund Requirement may be satisfied by the deposit of cash or, in partial substitution or in lieu of cash, an insurance policy, letter of credit, line of credit, or surety bond or similar liquidity, or credit facility guaranteeing payments into the Debt Service Reserve Fund in the amount of the Debt Service Reserve Fund Requirement, which facility shall be issued by an entity satisfying certain rating requirements under the Indenture;

**WHEREAS**, the City previously executed a Promissory Note dated June 30, 2009 (the "Note") in the amount of \$9,068,255.43, payable to the Bank and maturing June 29, 2010, pursuant to which the Bank has issued the Bank of America Credit Facility, the proceeds of which were (1) used to pay the costs of obtaining the Bank of America Credit Facility, and (2) deposited with the Trustee to satisfy the Debt Service Reserve Fund Requirement;

**WHEREAS**, the Comptroller of the City has determined that it is in the best interest of the City (i) to repay the Bank of America Credit Facility from moneys of the City available in Fiscal Year 2011, and thus (ii) to renew and extend the Bank of America Credit Facility through and including July 15, 2010, and (iii) to execute the Restated Note; and

**WHEREAS**, the Comptroller of the City has determined that it is in the best interest of the City (i) to obtain the Northern Trust Credit Facility to replace the Bank of America Credit Facility upon its termination, (ii) to execute the Northern Trust Agreement pursuant to which the Northern Trust Credit Facility shall be issued, and (iii) to deposit the Northern Trust Credit Facility with the Trustee in order to satisfy the Debt Service Reserve Fund requirements under the Indenture; and

**WHEREAS**, it is necessary and desirable in connection with the renewing of the Bank of America Credit Facility and the obtaining of the Northern Trust Credit Facility for the City to execute and deliver certain documents and take certain other actions as herein provided.

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

**Section 1. 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 execute the Restated Note;
- (b) to renew the Bank of America Credit Facility in a par amount not to exceed \$9,068,255.43;
- (c) to maintain the proceeds of the Bank of America Credit Facility on deposit in the Debt Service Reserve Fund in order to satisfy the Debt Service Reserve Fund requirements under the Indenture, and the Board of Aldermen hereby appropriates such proceeds of the Bank of America Credit Facility for maintenance of the deposit into the Debt Service Reserve Fund for said purposes;
- (d) to obtain the Northern Trust Credit Facility for the purpose of replacing the Bank of America Credit Facility upon

its termination;

(e) to execute the Northern Trust Agreement, a supplemental lease purchase agreement, if any, and other documents in connection therewith; and

(f) to authorize and direct the Corporation to execute and deliver a supplemental indenture, if any, and a supplemental lease purchase agreement, if any, in connection with the obtaining of the Northern Trust Credit Facility.

**Section 2. Authorization with Respect to Execution and Delivery of City Documents.** The City hereby authorizes and directs the Mayor and the Comptroller of the City to execute and deliver (a) the Restated Note and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the renewal by the Bank of the Bank of America Credit Facility and to carry out and comply with the intent of this Ordinance, and (b) the Northern Trust Agreement and a supplemental lease purchase agreement, if any, in connection therewith, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance by Northern Trust of the Northern Trust Credit Facility and to carry out and comply with the intent of this Ordinance, all in substantially such forms not inconsistent with the provisions of this Ordinance, as the Comptroller shall approve with the advice of Public Financial Management, Inc., the financial advisor to the City with respect to the City Justice Center Bonds, and Armstrong Teasdale LLP, bond counsel, and which the City Counselor shall approve as to form, and the signature of the Comptroller shall be conclusive as to the approval of such changes or modifications by the City. The terms and provisions of the Bank of America Credit Facility shall be as provided for in the Restated Note. The terms and provisions of the Northern Trust Credit Facility shall be as provided for in the Northern Trust Agreement.

**Section 3. Authority and Direction to Execute and Deliver Corporation Documents.** In connection with the obtaining of the Northern Trust Credit Facility, the City hereby authorizes and directs the Corporation to execute and deliver a supplemental indenture, if any, and a supplemental lease purchase agreement, if any, in forms that are consistent with the provisions of this Ordinance, and as such 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 4. Limited Obligation.** The obligations of the City to make payments of principal and interest and to pay other amounts, if any, under the Restated Note and the Northern Trust Agreement are subject to annual appropriation as provided therein. The obligations of the City to make such payments under the Restated Note and the Northern Trust Agreement shall not constitute a debt of the City and shall not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year.

**Section 5. Further Authority.** The Comptroller 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 Bank of America Credit Facility and the Northern Trust Facility.

**Section 6. Emergency Clause.** By making an appropriation for the payment of principal or interest of the public debt or for current expenses of the City government, this Ordinance shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this ordinance shall take effect immediately upon its approval by the Mayor.

**Section 7. 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: June 2, 2010**

**ORDINANCE #68649**  
**Board Bill No. 9**

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a Fifth Supplemental Appropriation in the amount of Three Million Dollars (\$3,000,000) from the Airport's FAA Land Sale Account into the Noise Mitigation Program Ordinance 64192 approved November 17, 1997, as amended by Ordinance 65217 approved June 29, 2001, for the payment of costs authorized therein; and containing an emergency clause.

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

**SECTION ONE.** There is hereby authorized a Fifth Supplemental Appropriation in the amount of Three Million Dollars

(\$3,000,000) from the Airport's FAA Land Sale Account into the Noise Mitigation Program Ordinance 64192 approved November 17, 1997, as amended by Ordinance 65217 approved June 29, 2001, for the payment of costs authorized therein.

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

**Approved: June 2, 2010**

**ORDINANCE #68650**  
**Board Bill No. 10**

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing a First Amendment to Section One of the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, which authorized a multi-year public work and improvement program ("Airport Projects") at Lambert-St. Louis International Airport® ("Airport"), increasing the total estimated cost of the Airport Projects by Sixty Four Million Six Hundred Seventy Six Thousand Dollars (\$64,676,000) to Two Hundred Million Dollars (\$200,000,000); authorizing a Fifth Supplemental Appropriation in the total amount of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, into the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, for the payment of costs for work and services authorized therein; and containing an emergency clause.

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

**SECTION ONE.** Section One of the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, is hereby amended by deleting the following words and figures from the last clause of Section One:

"and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Airport Projects at a total estimated cost of One Hundred Thirty Five Million Three Hundred Twenty Four Thousand Dollars (\$135,324,000)."

and replacing with the following words and figures:

"and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Airport Projects at a total estimated cost of Two Hundred Million Dollars (\$200,000,000)."

**SECTION TWO.** There is hereby authorized a Fifth Supplemental Appropriation in the total amount of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, into the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, for the payment of costs for work and services authorized.

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

**Approved: June 2, 2010**

**ORDINANCE #68651**  
**Board Bill No. 11**

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, making certain findings with respect to the transfer of One Million Seven Hundred Thousand Dollars (\$1,700,000) of excess moneys that The City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), intends to transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) in accordance with Section 509.F of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009 (the "Restated Indenture"); authorizing transfers in the total amount of One Million Seven Hundred Thousand Dollars

(\$1,700,000) from the Airport Development Fund into the Airport Contingency Fund; further authorizing transfers of funds in the total amount not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000) from the Airport Contingency Fund to the Airport Revenue Fund (established under Ordinance 59286, approved October 26, 1984) during the fiscal year beginning July 1, 2010 as are required for the purposes of making funds available for the Air Service Incentive Program for the Airport adopted by Ordinance 68478, approved November 6, 2009; containing a severability clause; and containing an emergency clause.

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

**WHEREAS**, pursuant to Section 509.F of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009 (the "Restated Indenture"), the City may, but if and only to the extent consistent with the "Capital Budget" provided for in Section 816 of the Restated Indenture, transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) any moneys in the Airport Development Fund which are no longer needed for the purposes of moneys on deposit in the Airport Development Fund;

**WHEREAS**, the City, acting in the best interest of the City, the Airport and the traveling public, anticipates that up to One Million Dollars (\$1,700,000) may be required for the purposes of making funds available during the fiscal year beginning July 1, 2010 for the Air Service Incentive Program for the Airport authorized by Ordinance 68478, approved November 6, 2009;

**WHEREAS**, there is a balance in excess of One Million Seven Hundred Thousand Dollars (\$1,700,000) available for transfer from the Airport Development Fund into the Airport Contingency Fund;

**WHEREAS**, it is now in the best interest of the City, the operation of the Airport, and the traveling public to authorize the transfer of funds from the Airport Development Fund into the Airport Contingency Fund in the total amount of One Million Seven Hundred Thousand Dollars (\$1,700,000); and

**WHEREAS**, this Ordinance authorizing the transfer of One Million Seven Hundred Thousand Dollars (\$1,700,000) from the City's Airport Development Fund into the Airport Contingency Fund and then the transfer of One Million Seven Hundred Thousand Dollars (\$1,700,000) from the Airport Contingency Fund into the Airport Revenue Fund (established under Ordinance 59286, Section 13, approved October 26, 1984) are recommended by the City's Airport Commission and the City's Board of Estimate and Apportionment.

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

**SECTION ONE.** The Board of Aldermen for The City of St. Louis hereby adopts and incorporates herein the foregoing recitals as findings and further finds that the One Million Seven Hundred Dollars (\$1,700,000) of excess moneys or funds that the City intends to transfer from the Airport Development Fund into the Airport Contingency Fund is no longer needed for the purposes of moneys on deposit in the Airport Development Fund and that said transfer is consistent with the Airport Capital Budget in accordance with Section 509.F of the Restated Indenture.

**SECTION TWO.** There is hereby authorized a transfer of funds in the total amount of One Million Seven Hundred Thousand Dollars (\$1,700,000) from the Airport Development Fund into the Airport Contingency Fund.

**SECTION THREE.** There is hereby further authorized transfers as are required of sufficient funds or moneys on deposit in the Airport Contingency Fund in the total amount not to exceed One Million Seven Hundred Thousand Dollars (\$1,700,000) from the Airport Contingency Fund to the Airport Revenue Fund for the purposes of making funds available for the Air Service Incentive Program, adopted by Ordinance 68478, approved November 6, 2009.

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

**SECTION FIVE.** This being an ordinance making an appropriation and providing for payment of current expenses, it is

hereby declared to be an emergency measure as defined in Article IV, Section 20 of the Charter of the City and shall become effective immediately upon its approval by the Mayor of the City.

**Approved: June 2, 2010**

**ORDINANCE #68652**  
**Board Bill No. 12**

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis"), to enter into and execute on behalf of St. Louis the "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "I"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and Hunter Engineering Company, a Missouri corporation ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and **EXHIBIT "A"** of the Agreement and Contract of Sale as well as the relinquishment by St. Louis of St. Louis' rights under that certain Easement Agreement between St. Louis and Buyer as more fully described in Section 3 of the Agreement and Contract of Sale, subject to and in accordance with its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended; providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in **EXHIBIT "C"** to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, its successors and assigns, the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Release and Quit Claim Deed" substantially in the form as set out in **EXHIBIT "B"** to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, conveying, releasing, remising, and forever quit-claiming unto Buyer all of St. Louis' rights, title, and interest to the Easement Area previously granted to St. Louis by the Buyer under the Easement Agreement; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the relinquishing by St. Louis of its rights under the Easement Agreement, c) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Four Hundred Twenty Seven Thousand Three Hundred Twenty Nine Dollars (\$427,329.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and d) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of the Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale, the Release and Quit Claim Deed, and the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

**WHEREAS**, pursuant to certain ordinances of the City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in accordance with any applicable rules and regulations under the Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"), the Passenger Facility Charge ("PFC") Program, and/or any other applicable federal, state, or local laws and regulations, St. Louis, acting through the Airport Authority of St. Louis (the "Airport Authority"), has acquired and St. Louis is the fee owner of approximately 1.4 acres of real property (the "Property") located in St. Louis County, Missouri and is more fully described in Section 1 and **EXHIBIT "A"** to the Agreement and Contract of Sale, which is attached hereto as **ATTACHMENT "I"** and incorporated herein;

**WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby determines that the Property, as well as the relinquishment by St. Louis of St. Louis' rights under the Easement Agreement, as defined and provided for in Section 3 of the Agreement and Contract of Sale, are not necessary or useful in the operation of the Airport and are not needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or transfer the Property and relinquish its right to the Easement Area under the Easement Agreement in order that it may be redeveloped for uses compatible with the Airport's operations;

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

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement and Contract of Sale are acceptable and that the execution, delivery and performance by St. Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of its residents and the traveling public.

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

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

**SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”** which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis International Airport® (“Airport”), which is located in St. Louis County, Missouri, and Hunter Engineering Company, a Missouri corporation (“Buyer”), necessary for the sale by St. Louis to Buyer of certain surplus property (the “Property”) located in St. Louis County that is more fully described in Section 1 and **EXHIBIT “A”** of the Agreement and Contract of Sale as well as the relinquishment by St. Louis of St. Louis’ rights under that certain Easement Agreement between St. Louis and Buyer as more fully described in Section 3 of the Agreement and Contract of Sale, subject to and in accordance with its provisions and to the applicable rules and regulations of the Federal Aviation Administration (“FAA”) and the applicable provisions of the Airport’s Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended.

**SECTION THREE.** Proceeds from the sale of the Property including the relinquishment of St. Louis’ rights under the Easement Agreement as provided for in Section 3 of the Agreement and Contract of Sale shall be held by St. Louis in accordance with applicable FAA rules and regulations for the release and sale or transfer of surplus property.

**SECTION FOUR.** The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in the form as set out in **EXHIBIT “C”** to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, its successors and assigns, the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

**SECTION FIVE.** The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Release and Quit Claim Deed” substantially in the form as set out in **EXHIBIT “B”** to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, conveying, releasing, remising, and forever quit-claiming unto Buyer, its successors and assigns, all of St. Louis’ rights, title, and interest to the Easement Area previously granted to St. Louis by the Buyer under the Easement Agreement, subject to and in accordance with the provisions of the Release and Quit Claim Deed.

**SECTION SIX.** The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA’s prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the relinquishing by St. Louis of its rights under the Easement Agreement, c) the provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price” of Four Hundred Twenty Seven Thousand Three Hundred Twenty Nine Dollars (\$427,329.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and d) any other related matter required to be submitted to and approved by the FAA.

**SECTION SEVEN:** The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis’ best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale, the Quit Claim Deed, and the Release and Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis’ interest, and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein.

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

**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 the 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 peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City of St. Louis' Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

**ATTACHMENT "1"**  
**Is on file in the Register's Office.**

**Approved: June 2, 2010**

**ORDINANCE #68653**  
**Board Bill No. 13**

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis"), to enter into and execute on behalf of St. Louis the "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and David Shupp & Charlene Shupp, a married couple ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and EXHIBIT "A" of the Agreement and Contract of Sale, subject to and in accordance with its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended; providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in EXHIBIT "B" to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, their successors and assigns, the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Eight Thousand Dollars (\$8,000.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and d) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of the Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale, the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

**WHEREAS,** pursuant to certain ordinances of the City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in accordance with any applicable rules and regulations under the Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"), the Passenger Facility Charge ("PFC") Program, and/or any other applicable federal, state, or local laws and regulations, St. Louis, acting through the Airport Authority of St. Louis (the "Airport Authority"), has acquired and St. Louis is the fee owner of approximately 5500 square feet of real property (the "Property") located in St. Louis County, Missouri and is more fully described in Section 1 and EXHIBIT "A" to the Agreement and Contract of Sale, which is attached hereto as **ATTACHMENT "1"** and incorporated herein;

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

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

**WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement and Contract of Sale are acceptable and that the execution, delivery and performance by St. Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of its residents and the traveling public.

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

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

**SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis the "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and David Shupp & Charlene Shupp, a married couple ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and **EXHIBIT "A"** of the Agreement and Contract of Sale, subject to and in accordance with its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended.

**SECTION THREE.** Proceeds from the sale of the Property shall be held by St. Louis in accordance with applicable FAA rules and regulations for the release and sale or transfer of surplus property.

**SECTION FOUR.** The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in **EXHIBIT "B"** to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, their successors and assigns, the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

**SECTION FIVE.** The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Eight Thousand Dollars (\$8,000.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA.

**SECTION SIX:** The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with the advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale, the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest, and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein.

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

**SECTION EIGHT.** 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 the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

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

**ATTACHMENT "1"**  
**Is on file in the Register's Office.**

**Approved: June 2, 2010**

**ORDINANCE #68654**  
**Board Bill No. 39**

An ordinance to repeal Ordinance 63999, codified as Chapter 4.63 of the Revised Code of the City of St. Louis, and in lieu thereof a new Chapter 4.63 is hereby substituted which pertains to the same subject matter but also includes a provision for regulating the reimbursement of personal cellular telephone usage costs for official City of St. Louis business; and containing an emergency clause.

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

**SECTION ONE.** Ordinance 63999, codified as Chapter 4.63 of the Revised Code of the City of Saint Louis is hereby repealed and in lieu thereof a new Chapter 4.63 is hereby enacted to read as follows:

**Chapter 4.63 Cellular Telephones**

**Section 4.63.010 Use of cellular telephones owned or leased by the City.**

No official or employee of the City shall possess or use any cellular telephone owned or leased by the City except for those officials or employees who are specifically designated by resolution of the Board of Aldermen, upon the recommendation of the Board of Estimate and Apportionment. Any such resolution shall clearly identify the person who will use such cellular telephone, the conditions of such use, and shall justify the need for such use.

**Section 4.63.020 Cellular telephone records.**

The Office of the Comptroller shall maintain all records generated by the use of any cellular telephone owned or leased by the City and, with the exception of the telephone number assigned to the city owned or leased cellular telephone, shall make such records available for public inspection upon reasonable notice to inspect. The Comptroller may charge a reasonable fee for the actual cost of preparation and duplication of these records whenever copies of said records are requested.

**4.63.030 Reimbursement of personal cellular telephone usage for official City business.**

No official or employee of the City shall be reimbursed for personal cellular telephone usage costs that pertain to or relate to official City business unless such reimbursement is specifically approved by resolution of the Board of Alderman, upon the recommendation and approval of the Board of Estimate and Apportionment. Any such resolution shall clearly identify the person who used their personal cellular telephone for official City business, the nature of the usage, and the exact cost amount to be reimbursed.

**SECTION TWO.** This ordinance being deemed necessary for the immediate preservation of the public health, welfare, and safety is hereby declared an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

**Approved: June 2, 2010**

**ORDINANCE #68655**  
**Board Bill No. 41**

An Ordinance, recommended by the Board of Public Service of the City of St. Louis (the "Board of Public Service"),

establishing a public works and improvement project for the construction of the South Grand Great Streets Improvements – Phase Two between Arsenal Street and Utah Street (the “South Grand Great Streets Improvements – Phase Two”); and authorizing and directing the City of St. Louis (the “City”), by and through its Board of Public Service, to let contracts and provide for the construction, materials, and equipment for the South Grand Great Streets Improvements – Phase Two, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire real and personal property (by lease, purchase, or condemnation), and to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, and other governmental agencies for the South Grand Great Streets Improvements – Phase Two all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor’s Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefore; directing that all construction contracts let by authority of this Ordinance provide for federal and state prevailing wages requirements including prevailing wage holiday and overtime pay and compliance with all applicable statutes of the State of Missouri, the City Charter and the Revised Code of the City, as amended; requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance provide for compliance with the Mayor’s Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 RSMo., as amended; and appropriating the total estimated cost of the South Grand Great Streets Improvements – Phase Two of One Million, Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) from various sources including the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and the One-Half Cent Ward Capital Improvement Fund; authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this ordinance and to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.) upon the signature and certification of vouchers by the President of the Board of Public Service; and containing a public work emergency clause.

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

**SECTION ONE.** There is hereby authorized a public works and improvement project for the construction of the South Grand Great Streets Improvements – Phase Two between Arsenal Street and Utah Street (the “South Grand Great Streets Improvements – Phase Two”).

**SECTION TWO.** The City of St. Louis (the “City”), by and through its Board of Public Service (the “Board of Public Service”), is hereby authorized and directed to let contracts and provide for the construction, materials, and equipment, for the South Grand Great Streets Improvements – Phase Two, to employ labor and consultants, pay salaries, fees and wages, acquire real and personal property (by lease, purchase, or condemnation) for the South Grand Great Streets Improvements – Phase Two, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, and other governmental agencies, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor’s Executive Orders, and contract advertising statutes.

**SECTION THREE.** The work provided for herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefor.

**SECTION FOUR.** All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 RSMo. 2000, as amended,) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the South Grand Great Streets Improvements – Phase Two. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri and the City Charter and Revised Code of the City, as amended.

**SECTION FIVE.** All specifications approved by the Board of Public Service and contracts let under the authority of this Ordinance shall provide for compliance with the Mayor’s Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

**SECTION SIX.** All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 RSMo. 2000, as amended.

**SECTION SEVEN.** The total estimated cost of the South Grand Great Streets Improvements – Phase Two is One Million, Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) of which the federal share is One Million Dollars (\$1,000,000.00) from the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to be appropriated from the Federal Aid to Urban Program Match Share fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931, and the remaining local match share is Two Hundred and Fifty Thousand Dollars (\$250,000.00) to be appropriated from the One-Half Cent Ward Capital Improvement Fund. Said improvements shall be contracted and executed in parts as funds are accrued in this Match Share Fund and are adequate to pay the City's share of the cost.

**SECTION EIGHT.** The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this ordinance and is further authorized and directed to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.), upon the signature and certification of vouchers by the President of the Board of Public Service. Reimbursement funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund Ordinance 56931.

**SECTION NINE.** The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the South Grand Great Streets Improvements – Phase Two or the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931.

**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, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

**Approved: June 2, 2010**

**ORDINANCE #68656**  
**Board Bill No. 43**

An ordinance making it a violation to not appear before the Municipal Division of the Circuit Court of the City of St. Louis after being lawfully summoned to answer to lawful charges for violations of municipal ordinances.

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

**SECTION ONE.** No person who has been lawfully summoned to appear in the Municipal Division of the Circuit Court of the City of St. Louis to answer to lawful charges for violations of any of the ordinances of the City shall fail to appear on the day and at the hour to which such person has been summoned.

**SECTION TWO.** No person who has been convicted of, pleaded guilty to or been found guilty of any offense in the Municipal Division of the Circuit Court of the City of St. Louis and who has been sentenced to pay any fine or otherwise required by law or cost of court or expenses associated with such offenses shall fail to appear on the day and at the hour of the court date to pay such fine, penalty, costs or reimbursement as required by the Court.

**SECTION THREE.** Penalty Clause. The penalty for violating this ordinance shall be a fine of not less than one dollar nor more than five hundred dollars.

**SECTION FOUR.** Emergency Clause. The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, an emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter, and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

**Approved: June 2, 2010**

**ORDINANCE #68657**  
**Board Bill No. 44**  
**Committee Substitute**

An Ordinance for regulation and control of Air Pollution within the City of St. Louis: repealing Ordinance 65442, approved March 18, 2002; and Ordinance 65645 approved October 15, 2002, pertaining to the regulation and control of air pollution and enacting in lieu thereof a new ordinance pertaining to the same subject matter, and containing a severability clause, a penalty clause

and an emergency clause.

SECTION ONE: Adoption ..... 3

SECTION TWO: Name ..... 3

SECTION THREE: Policy Statement ..... 3

SECTION FOUR: Statement of Delegated Authority ..... 4

SECTION FIVE: Continuation of Existing Actions ..... 4

SECTION SIX: Definitions ..... 5

SECTION SEVEN: Powers and Duties ..... 9

SECTION EIGHT: Administrative Hearings ..... 14

SECTION NINE: Variances ..... 17

SECTION TEN: Commissioner to Approve Construction and Alteration Plans as well as Occupancy and Demolition Applications ..... 20

SECTION ELEVEN: Source-Specific Emergency Procedures. .... 26

SECTION TWELVE: Asbestos. .... 27

SECTION THIRTEEN: Air Pollution Nuisance Prohibited ..... 43

SECTION FOURTEEN: Motor Vehicle Idling Prohibited ..... 44

SECTION FIFTEEN: Restrictions of Emission of Visible Air Contaminants ..... 45

SECTION SIXTEEN: Open Burning Restrictions ..... 47

SECTION SEVENTEEN: Incinerators ..... 48

SECTION EIGHTEEN: Preventing Particulate Matter from Becoming Airborne at Any Premises or Any Industrial and Commercial Facility ..... 55

SECTION NINETEEN: Abrasive Blasting ..... 58

SECTION TWENTY: Source Registration Permits Required ..... 60

SECTION TWENTY-ONE: Right of Inspection, Disclosure, and Submittal of Requested Information ..... 64

SECTION TWENTY-TWO: Cooperation of Local Governmental Agencies Required ..... 65

SECTION TWENTY-THREE: Enforcement ..... 66

SECTION TWENTY-FOUR: Upset Conditions, Breakdowns or Scheduled Maintenance ..... 72

SECTION TWENTY-FIVE: Performance Based Fee Schedule ..... 74

SECTION TWENTY-SIX: Severability ..... 84

SECTION TWENTY-SEVEN: Penalty Clause ..... 85

SECTION TWENTY-EIGHT: Emergency Clause ..... 85

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

SECTION ONE: Adoption.

The following Ordinances are hereby repealed: Ordinance No. 65442, approved March 18, 2002; and Ordinance 65645 approved October 15, 2002; and in lieu thereof the following Ordinance is hereby adopted.

SECTION TWO: Name

This Ordinance shall be known and may be cited as the Air Pollution Control Ordinance, an Ordinance for regulation and control of air pollution within the City of St. Louis.

SECTION THREE: Policy Statement.

It is hereby declared to be the public policy of the City of St. Louis, for the Department of Health, Air Pollution Control Program, to preserve, protect and improve the air resources of this City, so as to promote health, safety, and welfare; prevent injury to human health, plant and animal life, and property; foster the comfort and convenience of its inhabitants and, to the greatest degree practicable, facilitate the enjoyment of the attractions of the City by residents and visitors.

SECTION FOUR: Statement of Delegated Authority.

In addition to the requirements contained within the Sections of this Ordinance be it hereby known that:

The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control

Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

**SECTION FIVE: Continuation of Existing Actions.**

The repeal of any Ordinance or portion thereof by this Ordinance shall not affect or impair any act done, or right vested or accrued, or any proceeding suit or prosecution, had or commenced in any cause before such repeal takes effect; but every such act done, or right vested, or accrued, or proceeding suit or prosecution had or commenced shall remain in full force and effect to all intents and purposes, as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty, or forfeiture, either civilly, or criminally incurred prior to the time when any such ordinance, or part thereof shall be repealed or altered by this Ordinance, shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties, or forfeitures shall be instituted and proceeded within all respects as if such prior Ordinances or part thereof had not been repealed or altered.

**SECTION SIX: Definitions.**

This Section defines key words and expressions used in this Ordinance. The following definitions are in addition to those contained in State Rule 10 CSR 10-6.020, as amended.

1. Abandon- shall mean the cessation of the use of the equipment, machines, devices, articles, contrivances or facility for a period in excess of one year. If this definition runs contrary to State Rule 10 CSR 10-6.060, as amended, on permitting decisions affected by that rule, the State Rule will take preference.
2. Adjoining- contiguous, lying next to, or in contact with.
3. Adsorption system- A device containing adsorbent material such as: activated carbon, molecular sieves, activated alumina, silica gel; an inlet and outlet for exhaust gases; and a system to regenerate the saturated adsorbent. The adsorption system must provide for the proper disposal or reuse of all VOC adsorbed.
4. Air Pollution Abatement Operation- Any operation which has as its essential purpose a significant reduction in the emission of air contaminants or the effect of such emission.
5. Ash- The incombustible solid matter in coal, wood, oil, refuse or other fuel.
6. BTU- British Thermal Unit(s).
7. CFR- Code of Federal Regulations.
8. CSR- Code of State Regulations.
9. Charge Port- Any opening into any vessel or enclosure through which material is charged into a source operation.
10. Charge Rate- The weight of material introduced into a source operation per hour.
11. Charging Operation- The process of introducing materials into a source operation. The material charged can be solid, liquid, or gas or any combination thereof.

Commissioner- The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

12. Construction Project - The installation or modification of an "Emissions Unit" as defined in 10 CSR 10-6.020, as amended at any facility within the City of St. Louis.
13. Criteria Pollutants- Those pollutants for which National Ambient Air Quality Standards exist.

14. Directly Impinges- As used in this Ordinance shall pertain to an emission directly impacting on adjoining structures not owned or controlled by the source of the emission.
15. Dry Basis- The method of reporting coal analysis with moisture eliminated and remaining constituents to be calculated to total one hundred (100%) percent.
16. Elevated Terrain- Terrain which exceeds the elevation of the Good Engineering Practice Stack Height.
17. Facility- All source operations including activities that result in fugitive emissions, that belong to the same industrial grouping (that have the same two (2)-digit code as described in the Standard Industrial Classification Manual, 1987), and any marine vessels while docked at the facility, located on one (1) or more contiguous or adjacent properties and under the control of the same person (or persons under common control).
18. Fly Ash- Particles of ash carried by the products of combustion.

Inadequate Dispersion- Shall pertain to the visible plume from any exhaust stack, duct, vent, impinging upon adjoining property in such a manner that it directly affects or has the potential as determined by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, to adversely affect the health or well being of individuals on adjoining property.

19. Industrial Process- An independent method or grouping of equipment used for manufacturing a product or products.
20. Like-Kind Replacement- Replacement of equipment with equipment of the same rating or capacity that does not result in an increase of emissions. This definition only applies to the City of St. Louis Ordinances.
21. Open Burning- The burning of any matter in such manner that the products of combustion resulting from the burning are emitted directly into the ambient air without passing through an approved stack, duct, vent or chimney.
22. Performance Based Cost- The total direct and indirect resources allocated to provide services within the Commissioner's Office.
23. Plume- A sensory detectable column or band of smoke and/or odors.
24. Premises- Land, improvements, or the ambient air above such land or improvements.
25. Reasonable Means- The rational application of emission control technology or methods of operation to reduce otherwise uncontrolled pollutant emissions to the ambient air.

Reasonable Time- A period of time to be determined by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations after reviewing all pertinent information, which does not cause undue harm to any concerned persons constrained by said time frame.

26. Refuse- Any combustible waste material containing carbon in a free or combined state, other than liquids or gases.
27. Salvage Operation- Any business, trade, industry or other activity conducted in whole or in part for the purpose of salvaging or reclaiming any product or material including but not limited to metals or chemicals.
28. Sensory Detectable- The level at which an air contaminant can be perceived by the sense of sight or smell.

Significant Number- This shall be a number determined by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, based on a case by case basis of those individuals affected by an alleged violating facility, and taking into consideration such facts as geography, population density, location, and any other relevant data.

29. Soil Vapor Extraction (Vacuum Extraction)-An in situ remedial technology that reduces concentrations of volatile constituents in petroleum products absorbed into the soil. In this technology, a vacuum is applied through wells near the source of contamination in the soil.
30. St. Louis Air Quality Control Region- The geographical area composed of St. Louis, St. Charles, Jefferson and Franklin Counties and the City of St. Louis in Missouri, and St. Clair, Madison, and Monroe Counties in Illinois including any counties added herein by Federal and or State government.
31. Trade Waste- Solid, liquid, or gaseous material resulting from construction or the prosecution of any business, trade or industry, or any demolition operation including but not limited to wood, plastics, cartons, grease, oil, chemicals and cinders.
32. Uncombined Water - The visible condensed water which is not bound, physically or chemically, to any air contaminant.
33. Vegetation- Any representative of the plant kingdom including but not limited to trees, shrubs, grasses, or vegetables, and any anatomical part of these plants including but not limited to leaves, stems, roots, flowers or fruits.
34. Vent-Stack-Chimney-Duct- An enclosure containing one or more passageways connected to a source operation or an air pollution abatement operation, for the purpose of removing air contaminants to the ambient air.

#### SECTION SEVEN: Powers and Duties.

In addition to any other powers vested in the Commissioner by law The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, shall have power to:

- A. Exercise general supervision over the Air Pollution Control Program, and have charge of the enforcement of all ordinances or regulations pertaining to air pollution control and air quality maintenance and initiate prosecutions for the violations thereof.
- B. Investigate complaints of air pollution and air quality maintenance, and make inspections and observations of air pollution conditions within the City.
- C. Hold hearings related to any aspects of, or matters in the administration of this Ordinance.
- D. Issue such orders as may be necessary to implement the purposes of this Ordinance, including but not limited to orders of abatement, stop work orders, and sealing orders. If deemed necessary, can order the facility to set up monitoring and testing at specific locations and enforce the same by all appropriate administrative and judicial proceedings.
- E. Secure necessary scientific, technical, administrative, and operational supplies, materials, equipment and/or services, by contract or otherwise.
- F. Prepare and develop a comprehensive plan or plans for the prevention, abatement, and control of air pollution.
- G. Encourage voluntary cooperation by persons or affected groups to achieve the purposes of this Ordinance.

- H. Encourage and conduct studies, investigations and research, relating to air pollution and its prevention, abatement, and control.
- I. Collect and disseminate information and conduct educational and training programs relating to air pollution.
- J. Advise, consult, and cooperate with other local governmental units, agencies of the state, industries, interstate or regional agencies, and the federal government, and with interested persons and groups.

Appoint such engineers, specialists, technicians, inspectors, stenographers, clerks, and other employees that shall be necessary to perform the duties of The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

- K. Such appointments shall be made in accordance with the provisions of the Charter and Ordinances of the City.
- L. Accept, receive, and administer grants or other funds or gifts from public and private agencies.
- M. Designate testing methods when a particular method is not specified by this Ordinance from among standards of widely recognized methods, including but not limited to methods of the ASTM, ASME, United States Environmental Protection Agency, and any recognized professional publications.
- N. Take all possible action to secure a high standard of air quality throughout the entire St. Louis Metropolitan area which action may include promotion of the passage and enforcement of air pollution control laws in other political subdivisions.

Whenever The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may find that sufficient progress is not being made toward abatement or control of a significant source or sources of air pollution located within that portion of the Air Quality Control Region, with the approval of the Director of Health and the Mayor, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, shall institute efforts to persuade the Governor of the State of Missouri, or the Missouri Air Conservation Commission, to register a formal complaint with the appropriate federal agency as provided by the laws of the United States.

- O. Have a duty with the approval of the Mayor, to initiate or intervene in proceedings before the Missouri Air Conservation Commission, in order to attain standards of air pollution control throughout the Missouri portion of the Air Quality Control Region, which shall be as comprehensive and as restrictive as those created by this Ordinance.

Unless specifically prohibited by law, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may designate department representatives to carry out any or all of these powers and duties.

- P. The Department of Health is encouraged and authorized to carry out these powers and duties of the ordinance set forth herein with the County of St. Louis

SECTION EIGHT: Administrative Hearings.

- A. Any recipient of a notice of violation (NOV) may contest that there was a violation of the code or that he or she is the responsible party by completing a Request for Administrative Hearing petition and returning it to the Department of Health, Air Pollution Control Division, along with a non-refundable filing fee established by Section Twenty-Five of this Ordinance, within thirty (30) days from the date of violation.
- B.
1. A Request for Administrative Hearing petition may be obtained from the Department of Health, Air Pollution Control.
  2. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) working days prior to the date of the hearing.
  3. If the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health or the submits an additional written report concerning the violation to the hearing officer for consideration at the hearing, then a copy of the this report shall also be served on the person requesting the hearing at least five (5) working days prior to the date of the hearing.
1. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, shall act as the hearing officer for the administrative hearing.
2. The administrative hearing shall be set for a date that is not less than fifteen (15) calendar days and not more than ninety (90) calendar days from the date that the request for hearing is filed in accordance with the provisions of this ordinance.
3. At the hearing, the party contesting the violation shall be given the opportunity to testify and to present evidence concerning the violation.
  4. The failure of any recipient of a violation to appear at the administrative hearing shall constitute failure to exhaust their administrative remedies.
  5. The notice of violation and related documentation in the proper form, or a copy thereof, shall be prima facie evidence of the violation. The Air Pollution Control representative who issued the notice of violation need not be present.
  6. The hearing officer may continue the hearing and request additional information from the Air Pollution Control representative or the recipient of the violation prior to issuing a written decision.
- C.
1. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the violation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final.
  2. If the hearing officer determines that the violation should be upheld, the hearing officer shall set forth in the decision a payment schedule for the fine.
  3. If the hearing officer determines that the violation should be canceled and the fine was deposited with the city, then the city shall promptly refund the amount of the deposited fine.
  4. The recipient of the violation shall be served with a copy of the hearing officer's written decision.
- E. Any final decision or disposition of a violation by a hearing officer shall constitute a final determination for purposes of judicial review, subject to review under chapter 536, RSMo. After expiration of the judicial review period under chapter 536, RSMo, unless stayed by a court of competent jurisdiction, the administrative tribunal's decisions, findings, rules, and orders may be enforced in the same manner as judgment entered by a court of competent jurisdiction. Upon being recorded in the manner required by state law or the Uniform Commercial Code, a lien may be imposed on the real or personal property of any defendant entering a plea of nolo contendere, pleading guilty to, or found guilty of a violation in the amount of any debt due the city under this section and enforced in the same manner as a judgment lien under a judgment of a court of competent jurisdiction.

## SECTION NINE: Variances.

A. Any person or organization who owns or is in control of any plant, building, structure, process, or equipment may submit a petition to The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, for a variance from this Ordinance governing the quality, nature, duration or extent of discharges of air pollutants. The petition shall be accompanied by a fee of two-hundred (\$200) dollars and shall include the following information:

1. The name, address, and telephone number of the petitioner, or other person authorized to receive service of notices;
2. The type of business or activity involved in the application and the street address at which it is conducted;
3. A complete comprehensive description of the article, machine, equipment or other contrivance, or process involved in the application and the emissions occurring therefrom;
4. A petition signed by the petitioner or by some person on the petitioner's behalf, and where the person signing is not the petitioner, it shall set forth his authority to sign;
5. The Section, rule or order from which a variance is sought;
6. The facts showing why compliance with the Section, rule or order is unreasonable;
7. For what period of time the variance is sought and why;
8. The damage or harm resulting or which would result to petitioner from compliance with such Section, rule or order;
9. The requirements which petitioner can meet and the date when petitioner can comply with such requirements including the emissions which will result;
10. The advantages and disadvantages to the residents of the city resulting from requiring compliance or resulting from granting a variance;
11. Whether operations under such variance, if granted, would constitute a nuisance as defined in Section Thirteen of this Ordinance;
12. Whether any case involving the same identical equipment or process is pending in any court, civil or criminal;
13. Whether the subject equipment or process is covered by a permit issued by the Commissioner and or his or her designee; and
14. Such other information and data required by rule or regulation of the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health enacted in conformity with the terms, conditions, and limitations of this Ordinance.

B. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, shall promptly investigate such petition.

C. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission

and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may grant such variance if he/she finds that:

1. The emission occurring or proposed to occur, does not constitute a hazard to public health or safety; and
2. Compliance with the terms and limitations of this Ordinance from which variance is sought would result in an arbitrary and unreasonable taking of property, or in the practical closing and eliminating of any lawful business, occupation or activity, in either case without sufficient corresponding benefit or advantage to the people.

D. No variance shall be granted pursuant to this Section except after public hearing on due notice and until the Commissioner has considered the relative interests of the applicant, other owners of property likely to be affected by the discharges, and the general public.

1. Notification will be given to the Missouri Department of Natural Resources Air Pollution Control as required by RSMO 643.140 - of any variance granted by the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health will include copies of all relevant materials. The Missouri Air Pollution Control has thirty (30) days from receipt of said notice to approve or disapprove of the variance or take other action as granted by the Missouri Air Conservation Law. In no case will the variance take effect without the approval of the Missouri Air Pollution Control.
2. No violation of City Ordinance or State Regulation will be allowed to continue during an appeal from the requirements of that Ordinance or Regulation.

E. Variances may be granted for such period of time and under such terms and conditions as shall be specified by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

Variances may be reviewed by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, upon application made at least sixty (60) days prior to the expiration of the term. Renewal application shall be considered in the same manner as the initial petition for variance was considered by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

F. A variance or renewal thereof shall not be a vested right of the applicant or holder thereof.

G. Such a variance may require gradual decrease of the emission during the variance period and the making of periodic reports of the improvement program and on compliance with the terms and conditions attached to the variance, and such a variance may be revoked or modified for failure to comply with the terms and conditions attached thereto, or with any improvement program, or for failure to make a periodic report, if such is required.

SECTION TEN: The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, approve Construction and Alteration Plans as well as occupancy and demolition applications.

The Building Commissioner shall not issue a permit for the demolition, construction, reconstruction, alteration, or occupancy of any

building, structure, or business, unless the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health has been given opportunity to review applications to which this Ordinance might apply, and has given approval.

SECTION ELEVEN: Source-Specific Emergency Procedures.

Notwithstanding the provisions of this Ordinance, or any other provisions of law to the contrary, and without necessity of prior administrative procedures or hearings, or at any time during such proceedings, if The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, after investigation, is of the opinion that any person is discharging or causing to be discharged into the atmosphere any air contaminant, and if The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, determines that the discharge under the atmospheric conditions then prevailing, creates a hazardous emergency which requires immediate action to prevent serious damage to the public health, safety or welfare, and that it therefore appears to be prejudicial to the interests of the people of the City to delay action, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, with the written approval of the Mayor, shall order the person responsible for the emission, in writing, to discontinue immediately the discharge of the contaminants into the atmosphere, whereupon the person shall immediately discontinue the discharge.

In the event that there is a failure to comply with The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, order, then all affected departments of the City government shall take immediate action necessary to protect and preserve the health, safety and welfare of the public. The City Counselor shall be empowered to immediately seek in the Circuit Court or U. S District Court equitable relief to immediately halt the further emission of the air contaminants.

SECTION TWELVE: Asbestos:

- A. Asbestos Definitions - For purposes of this SECTION the following words and definitions shall apply.
1. Adequately wet - Sufficiently mix or penetrate with liquid to prevent the release of particles. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.
  2. Air Pollution Control (APC) – Air Pollution Control
  3. Air sampling technician – An individual who has been trained by an air sampling professional to do air monitoring. That individual conducts air monitoring of an asbestos abatement project before, during and after the project has been completed.
  4. Asbestos – The asbestiform varieties of chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.
  5. Asbestos abatement – The encapsulation, enclosure or removal of asbestos-containing materials, in or from a building, or air contaminant source; or preparation of friable asbestos-containing material prior to demolition.

6. Asbestos abatement contactor – Any person, registered with the Missouri Department of Natural Resources (MODNR), who by agreement, contractual or otherwise, conducts asbestos abatement projects at a location other than his/her own place of business.
7. Asbestos abatement project - An activity undertaken to encapsulate, enclose, or remove 10 square ft and/or 16 linear ft or more of friable asbestos containing materials from buildings and other air contaminant sources containing 10 square ft and/or 16 linear ft or more.
8. Asbestos abatement supervisor – An individual, certified by MODNR, who directs, controls or supervises others in asbestos abatement projects.
9. Asbestos-containing material (ACM) – Any material or product which contains more than one percent (1%) asbestos, by weight.
10. Asbestos project - An activity undertaken to remove or encapsulate 160 square ft and/or 260 linear ft or more of friable asbestos containing materials or demolition of any structure or building or a part of it containing the previously mentioned quantities of asbestos-containing materials.
11. Asbestos removal project – An asbestos abatement project consisting of activities that involve, and are required, to take out friable asbestos-containing materials from any facility. This definition includes, but is not limited to, activities associated with the cleanup of loose friable asbestos-containing debris or refuse, or both, from floors and other surfaces.
12. Building – Any structure excluding single-family, owner-occupied dwellings, and vacant public or privately owned residential structures of four (4) dwelling units or less being demolished for the sole purpose of public health, safety or welfare. Excluded structures must be geographically dispersed, demolished pursuant to a public safety determination, and must pose a threat to public safety.
13. Category I non-friable asbestos-containing material (ACM) - Asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos by weight.
14. Category II non-friable ACM - Any material, excluding Category I non-friable ACM, containing more than 1% asbestos by weight, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
15. Commercial or public project - The demolition of one or more houses as part of an urban renewal project, a highway construction project, or a project to develop a shopping mall, industrial facility, or other private development.
16. Containment – The area where an asbestos abatement project is conducted. The area must be enclosed either by a glove bag or plastic sheeting barriers.
17. Demolition - The wrecking, razing, burning or removing of any load-supporting structural member or portion of a structure together with any related handling operation.
18. Emergency asbestos abatement project – An asbestos abatement project that must be undertaken immediately to prevent imminent severe human exposure or to restore essential facility operation.
19. Facility - Any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding individual residential buildings having four or fewer dwelling units that do not meet the requirement of an installation and are not part of a commercial or public project); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this Section is not excluded, regardless of its current use or function.
20. Friable ACM - Any material containing more than 1% asbestos by weight, that when dry can be crumbled, pulverized, or reduced to powder by hand pressure.

21. Glove Bag – A manufactured or fabricated device, typically constructed of six (6) mil transparent polyethylene or polyvinyl chloride plastic. This device consists of two (2) inward projecting long sleeves, an internal tool pouch and an attached, labeled receptacle for asbestos waste. The bags are especially designed to contain sections of pipe for the purpose of removing a short length of damaged asbestos containing material without releasing fibers into the air.
  22. Installation - Any building or structure or multiple (more than one) buildings or structures at a single demolition or renovation site under the control of the same owner or operator (or owner or operator under common control) that is demolished or renovated within a 12-month period.
  23. Inspector – An individual, under AHERA, who collects and assimilates information used to determine whether asbestos-containing material is present in a building or other air contaminant sources.
  24. Leak-tight - Solids or liquids cannot escape or spill out. It also means dust-tight.
  25. Non-friable ACM - Any material containing more than 1% asbestos that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
  26. Owner or operator of a demolition or renovation activity - Any person, who owns, leases, operates, controls, or supervises the a facility being demolished or renovated, or any person who owns, leases, operates, controls, or supervises the a demolition or renovation operation, or both.
  27. Regulated asbestos-containing material (RACM) - (a) friable asbestos containing material; (b) category I non-friable ACM that has become friable; © category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading; or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this rule.
  28. Site - A site is generally expected to be a city block.
- B. Application - This Rule shall apply to:
1. All persons that authorize, design, conduct and work in asbestos abatement projects and asbestos removal projects;
  2. All persons that monitor air-borne asbestos or dispose of asbestos waste as a result of asbestos abatement projects;
  3. All persons who inspect buildings to determine the presence or absence of ACM;
  4. All owners or operators of a demolition or renovation activity; and
  5. Business entities that qualify for exemption status are not subject to the notification requirements for asbestos abatement projects of a size less than 160 square feet, 260 linear feet, or 35 cubic feet. These business entities are exempt from post-notification requirements, but shall keep records of waste disposal for department inspection.
- C. Asbestos Abatement Procedures and Practices
1. All asbestos abatement contractors prior to engaging in asbestos abatement projects and asbestos removal projects shall:
    - a. Use only those individuals that have been certified or trained in accordance with sections 643.225 to 643.250 of the Revised Statutes of Missouri, and
    - b. Comply with Asbestos, NESHAP, and AHERA rules in (Code of Federal Regulations) 29 CFR 1926.1101, 40 CFR Part 61, and 40 CFR Part 763; the standards for worker protection promulgated by the United States Occupational Safety and Health Administration (OSHA)

in 29 CFR 1910.1001, 1910.1200, and 1926.58; the provisions of section 643.225 to 643.250, RSMO (as amended); the Ordinance of the City; rules and regulations and orders of the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health by and for the implementation of this Ordinance.

2. At each asbestos abatement project and asbestos removal project site, the person shall provide the following information for inspection by APC:
  - a. Proof of current departmental registration;
  - b. Proof of current departmental occupational certification for those individuals on the project;
  - c. Most recent available air sampling results;
  - d. Current photo identification for all applicable individuals engaged in the project; and
  - e. Proof of passage of the training course for the air sampling technicians and photo identifications for air sampling technicians.

D. Notification Requirements

- 1a. Any person undertaking a demolition project shall submit a notification to APC for review at least ten (10) working days prior to the start of the project.
- 1b. Any person undertaking an asbestos abatement project or asbestos removal project shall submit a notification to APC for review at least ten (10) working days prior to the start of the project. Business entities with state-approved exemption status are exempt from notification except for those projects for which notification is required by the EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP). APC may waive the ten (10) working day review period upon request for good cause. To apply for this waiver, the person shall complete the appropriate sections of the notification form provided by APC. The person who applies for the ten (10) working day waiver must obtain approval from APC before the project can begin.
2. The person shall submit the notification form provided by APC.
3. If an amendment to the abatement project notification is necessary, the person shall notify APC immediately by telephone or fax. APC must receive the written amendment within five (5) working days following the verbal or fax agreement.
4. Asbestos abatement project notifications shall state actual dates and times of the project, the on-site asbestos abatement supervisor and a description of work practices. If the person must revise the dates and times of the project, the person shall notify our office at least twenty-four (24) hours in advance of the change by telephone or fax and then immediately follow-up with a written amendment stating the change. APC must receive the written amendment within five (5) working days of the phone or fax message.
5. An inspector shall thoroughly inspect the facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II non-friable ACM. This includes garages and add-on structures.
6. A representative number of samples must be taken of all suspect ACM before you an inspector can report state "no ACM present". All sampling should be done in accordance with AHERA requirements. If the facility contains no RACM or the facility contains RACM, but in an amount less than 10 square feet and/or 16 linear feet, a demolition/renovation notification form must be submitted to APC with the Building Division demolition application ten working days prior to demolition. APC will approve the demolition after verification.
7. A complete inspection report, including samples and results, must be submitted to APC.

- a. If the inspection determines that there are amounts of RACM in excess of 10 square feet and/or 16 linear feet, but less than 160 square feet, 260 linear feet, and/or 35 cubic feet, an asbestos abatement contractor must submit a notification to APC ten (10) working days prior to the date asbestos abatement activity is scheduled to begin.
  - b. If the inspection determines that there are amounts of RACM equal to or in excess of 160 square feet, 260 linear feet, and/or 35 cubic feet, an asbestos abatement contractor must submit a notification to APC, along with the applicable notification fee, ten (10) working days prior to the date asbestos abatement activity is scheduled to begin.
  - c. Work practices and procedures must be fully described, including but not limited to the methods of removal and containment.
  - d. Asbestos abatement contractors shall not begin any asbestos abatement activity without an approval letter from APC. When notification is approved, the asbestos abatement contractor must remove all RACM from the facility in accordance with the notification and asbestos rules and regulations.
  - e. If the structure will be demolished following asbestos abatement, a completion letter or post-notification must be submitted to APC prior to receiving a demolition sign-off from APC. (A COMPLETION LETTER IS NOT A POST-NOTIFICATION). A post-notification must still be submitted within 60 days of project completion.
8. If the facilities meet the definition of an installation and/or a commercial or public project, notifications may be submitted in groups by city block when the structures combined contain RACM equal to or in excess of 160 square feet, 260 linear feet, and/or 35 cubic feet. Any single structure that has RACM equal to or in excess of 160 square feet, 260 linear feet and/or 35 cubic feet shall be notified separately.
  9. Only a certified asbestos inspector can deem a structure unsafe to enter. If it is unsafe to make an inspection prior to demolition, and the facility's regulated asbestos content cannot be determined, the presence of asbestos must be assumed unless sampling proves to be negative. If the asbestos abatement contractor wants to segregate ACM from general debris, an inspector must be on site until the structure has been made safe enough to conduct a thorough inspection. An asbestos abatement supervisor must be on site during the demolition and proof of hire must be submitted with the demolition notification.
  10. If the facility is being demolished under an order of a state or local government agency, issued because the facility is structurally unsound and in danger of imminent collapse, submit a notification shall be submitted to APC as early as possible before, but not later than the following work day after demolition has begun. The name, title, and authority of the state or local government representative who has ordered the demolition, the date that the order was issued, and the date on which the demolition was ordered to begin shall be attached to the notification. APC will sign-off on the demolition notification when all notification requirements have been satisfied. An inspector must be on site during the demolition to observe for suspect materials that were not accessible in collapsed or unsafe buildings. An asbestos abatement supervisor must be on site at all times and proof of hire must be submitted with notification. Destructive sampling should be conducted in areas such as pipe chases. All interior spaces should be inspected.

E. Emergency Project

Any person undertaking an emergency asbestos abatement project shall notify APC by telephone and must receive approval of emergency status. The person must notify APC within twenty-four (24) hours of the onset of the emergency. Business entities with state-approved exemption status are exempt from emergency notification for state-approved projects that are part of a NESHAPS planned renovation annual notification. If the emergency occurs after normal working hours or weekend, the person shall contact APC on the following work day. The notice shall provide:

1. A description of the nature and scope of the emergency;

2. A description of the measures immediately used to mitigate the emergency; and
3. A schedule for removal. Following the emergency notice, the person shall provide APC a notification on the form provided by APC and the person shall submit it within seven (7) days of the onset of the emergency. The amendment requirements for notification found in subsection D, 3 and 4 of this section are applicable to emergency projects.

F. Procedures for Asbestos Emission Control

Each owner or operator of a demolition or renovation that contains regulated asbestos in excess of 10 square feet and/or 16 linear feet shall comply with the following procedures:

1. Remove all RACM from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal. RACM does not have to be removed before demolition if:
  - a. It is Category I non-friable ACM that is not in poor condition and is not friable.
  - b. It is a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition.
  - c. It is not accessible for testing and was, therefore, not discovered until after demolition began and, as a result of the demolition, the material cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos-contaminated debris must be treated as asbestos-containing waste material and remain adequately wet at all times until disposed of.
  - d. It is Category II non-friable asbestos containing material and the probability is low that the materials will become crumbled, pulverized, or reduced to powder during demolition.
2. When a facility component that contains, is covered with, or is coated with RACM is being taken out of the facility as a unit or in sections:
  - a. Adequately wet all RACM exposed during cutting or disjoining operations.
  - b. Carefully lower each unit or section to the floor and to ground level, not dropping, throwing, sliding, or otherwise damaging or disturbing the RACM.
3. When RACM is stripped from a facility component while it remains in place in the facility, adequately wet the RACM during the stripping operation.
  - a. In renovation operations, wetting is not required if a local exhaust ventilation and collection system is used, a glove-bag system is used, or a leak-tight wrapping system is used.
4. After a facility component covered with, coated with, or containing RACM has been taken out of the facility as a unit or in sections, it shall be contained in leak-tight wrapping.
5. For large facility components such as reactor vessels, large tanks, and steam generators, the RACM is not required to be stripped if the following requirements are met:
  - a. The component is removed, transported, stored, disposed of, or reused without disturbing or damaging the RACM;
  - b. The component is encased in a leak-tight wrapping; and
  - c. The leak tight wrapping is labeled during all loading and unloading operations and during storage.
6. For all RACM, including material that has been removed or stripped:

- a. Adequately wet the material and ensure that it remains wet until collected and contained or treated in preparation for disposal.
  - b. Carefully lower the material to the ground and floor, not dropping, throwing, sliding, or otherwise damaging or disturbing the material.
  - c. Transport the material to the ground via leak-tight chutes or containers if it has been removed or stripped more than 50 feet above ground level and was not removed as units or in sections.
7. Third party continuous monitoring is required during removal of all ACM if the building is occupied. (Monitoring is not required for demolitions). Final air clearance is required after ACM removal if the building is occupied or will be occupied at a later date. (Final air clearance is not required for demolitions).
8. The person who conducts the demolition of unsafe buildings or parts of buildings containing asbestos may proceed with the demolition until it is safe for the asbestos abatement contractor to take representative samples of debris. It must be assumed that the debris contains regulated asbestos unless it can be proven through sampling that the debris or parts of the debris have asbestos content of 1% by weight or less. If parts of the debris contain 1% or less, and other parts contain greater than 1%, and the various debris can be safely separated, then only those area of debris which contain greater than 1% regulated asbestos must be specially handled. The following procedures on those portions of the buildings that pose imminent danger to public health or safety, or both, may be used:
- a. The person shall ensure that the debris is wet at all times and stays wet until disposed. The person shall ensure that the project activities generate no visible emissions.
  - b. The person shall ensure that on site at all times during the demolition is an individual who is trained in asbestos removal techniques and who is certified as an asbestos abatement supervisor.
9. For emergency demolitions being conducted under an order of a state or local government agency:
- a. Adequately wet the portion of the facility that contains RACM during the wrecking operation.
  - b. In all such cases where there is uncertainty as to the regulated asbestos in the facility, it should be assumed that it contains regulated asbestos until such time that representative samples can be taken of the debris to ascertain if greater than 1% regulated asbestos content is present.
  - c. An asbestos abatement supervisor must be on site at all times.
- G. Post Notification
1. Any person undertaking an asbestos abatement project or asbestos removal project that requires notification according to subsection D of this section shall, on the APC provided form, notify APC within sixty (60) days of the completion of the project. This notice shall include a signed and dated receipt for the asbestos waste generated by the project issued by the landfill named on the notification. This notice shall include any final clearance air monitoring results. The air sampling technician performing the analysis shall sign and date all reports of analysis.
  2. Business entities that qualify for exemption status are exempt from post-notification requirement, but shall keep records of waste disposal for department inspection.

#### SECTION THIRTEEN: Air Pollution Nuisance Prohibited.

The emission or escape into the ambient (outside) air within the City from any source or sources whatsoever of smoke, ashes, dust, soot, cinders, dirt, grime, acids, fumes, gases, vapors, odors, or any other substances or elements in such amounts as are detrimental

to, or endanger the health, comfort, safety, welfare, property, or the normal conduct of business shall constitute a public nuisance, and it is considered unlawful for any person to cause, permit, or maintain any such public nuisance. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may give additional consideration to the presence of emissions that cause severe annoyance or discomfort, or are offensive and objectionable to a significant number of citizens as determined by the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health.

SECTION FOURTEEN: Motor Vehicle Idling Prohibited.

- A. No person shall cause or permit the engine of a motor vehicle to operate in idle for longer than five (5) minutes in any hour while parking, standing or stopped as defined by St. Louis City Revised Code Title 17, Vehicles and Traffic. When ambient temperatures are below thirty-two (32) degrees Fahrenheit, a motor vehicle may not operate in idle for longer than ten (10) minutes in any hour.
- B. Exceptions
  - 1. Emergency vehicles.
  - 2. Vehicles transporting disabled or special needs persons.
  - 3. Vehicles that provide power for auxiliary purposes.
  - 4. When operators of a motor vehicle are forced to remain motionless because of traffic or adverse weather conditions affecting the safe operation of the vehicle.
  - 5. Vehicles that are being repaired or undergoing diagnostics tests.
  - 6. Vehicles engaged in the delivery of goods, wares, or merchandise.
- C. Enforcement

Section Fourteen, Subsection A of this ordinance and Ordinance 68137 shall be enforced by a police officer or any law enforcement officer who is authorized to enforce traffic laws as a non-moving violation.
- D. Penalty for violation

Any person who violates the provisions in Section Fourteen, Subsection A of this ordinance and Section Two, Subsection D of Ordinance 68137 shall be subject to a fine as established by Section Four of Ordinance 68137.

SECTION FIFTEEN: Restrictions of Emission of Visible Air Contaminants.

- A. Test Method - Visible Emissions shall be determined in accordance with 40 CFR, Part 60, Appendix A - Reference Methods, "Method 9 - Visual Determination of the Opacity of Emissions from Stationary Sources." Any facility required to use this test method to demonstrate compliance shall utilize a Qualified Observer of Visible Opacity (QOVO) certified according to the requirements in 40 CFR Part 60 Appendix A. The QOVO may be an employee of the facility or a contractor/consultant. Alternatively, a facility may use a continuous emissions monitoring system (CEMS) to demonstrate compliance with opacity limits if approved by the Commissioner and required by air pollution control regulations or permits. The CEMS must be operated and tested for accuracy in accordance with good engineering practices and any regulatory or permit requirements.
- B. Restrictions Applicable to All Facilities.
- C. No person shall discharge into the atmosphere from any source of emission whatsoever any air contaminant greater than 20% visible opacity as determined by Test Method described in subsection A, for a period in excess of six (6) minutes in any consecutive sixty (60) minute period.

- D. Any emissions from portable, stationary, or motor vehicle sources in excess of 40% opacity, regardless of length of time, are considered excessive emissions.
- E. Exceptions to Subsection B of this Section of this Ordinance.
  - 1. Visible emissions from a fire set by or under the supervision of a public officer to prevent or abate a fire hazard.
  - 2. Visible emissions from a fire set for the purpose of instructing persons in fire fighting techniques, as long as the requirements of Article 3, of the BOCA National Fire Code for Open Burning are adhered to.
  - 3. Visible emissions (smoke) generated for the purpose of instructing persons in the proper method for determining the opacity of those emissions.
  - 4. Visible emissions (smoke) emitted by equipment being operated for the control of insects.
  - 5. Visible emissions from residential, organizational, institutional, or commercially operated food preparation is exempt from the opacity requirements of this Section and may only be addressed for enforcement as a nuisance under Section 13.
  - 6. Visible emissions from recreational fires, and fires in proper containers for occupational warmth using only untreated wood, charcoal, propane or natural gas as fuel, will be exempt from complying with the opacity limitations of this Section as long as the requirements of The Fire Code, as amended, are adhered to.
  - 7. Special Case Exceptions allowing visible emissions in excess of those allowed in this Section may be granted by the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health upon written request, given the determination that the emissions will not substantially affect the ambient air quality and are in the best interest of public health or welfare.
  - 8. Public fireworks displays as permitted by the local authority.
  - 9. When the presence of uncombined water is the only cause for an emission exceeding the requirements of this Section.
  - 10. The start-up of internal combustion engines.
  - 11. Natural gas fired boilers rated less than 10MMBtu/hr or subject to 10CSR10-6.070 New Source Performance Standards.
  - 12. Internal combustion engines used for electric generator sets, used only for emergency services, provided that the maximum annual operating hours shall not exceed five hundred (500) hours. Emergency generators are exempt only if their sole function is to provide back-up power when electric power from the local utility is interrupted. This exemption only applies if the emergency generators are operated only during emergency situations and for short periods of time to perform maintenance and operational readiness testing.

SECTION SIXTEEN: Open Burning Restrictions.

- A. No person shall cause, suffer, allow or permit the open burning of refuse.
- B. No person shall conduct, cause or permit the conduct of a salvage operation by open burning.
- C. No person shall conduct, cause or permit the disposal of trade waste by open burning.
- D. No person shall cause or permit the open burning of leaves, trees or the byproducts therefrom, grass, or other vegetation.
- E. It shall be prima-facie evidence that the person who owns or controls property on which open burning occurs,

has caused or permitted said open burning.

SECTION SEVENTEEN: Incinerators.

A. A. Definitions specific to this Section.

Definitions for key words used in this Subsection may be found in Section Six of this Ordinance and State Rule 10 CSR 10-6.020, as amended. Additional definitions specific to this section are as follows.

1. Ambient Air: All space outside of buildings, stacks or exterior ducts.
2. Batch Incinerator: Is an incinerator designed that neither waste charging nor ash removal can occur during combustion.

Best Available Control Technology (BACT): An emission limitation, including a visible emissions limit, based on the maximum degree of reduction for each pollutant which would be emitted from any proposed installation or major modification which the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health on a case-by-case basis, taking into account energy, environmental and economic impacts and other costs, determines is achievable for such installation or major modification through application of production processes or available methods, systems and techniques, including fuel cleaning or treatment or innovative fuel combustion techniques for control of the pollutant. In no event shall application of best available control technology result in emission of any pollutant which would exceed the emissions allowed by any applicable emission control regulation, including new source performance standards established in 40 CFR Part 60 and National Emissions Standards for Hazardous Pollutants established in 40 CFR Part 61. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, determines that technological or economic limitations on the application of measurement methodology to a particular source operation would make the imposition of an emission limitation infeasible, a design, equipment, work practice, or operational standard, or combination thereof, may be prescribed instead to require the application of best available control technology. Such standard shall, to the degree possible, set forth the emission reduction achievable by implementation of such design, equipment, work practice or operation, and shall provide for compliance by means which achieve equivalent results.

3. Combustion Chamber: The discrete equipment, chamber or space of an incinerator in which the products of pyrolysis are combusted in the presence of excess air so that carbon is burned to carbon dioxide. Combustion chamber does not include breaching or stacks of the incinerator.
4. Human or Animal Crematory: An apparatus of multi-chamber design for the sole purpose of cremating human or animal remains.
5. Incinerator: Any article, machine, equipment, contrivance, structure or part of a structure used to burn refuse or to process refuse material by burning other than by open burning.
6. Maximum Refuse Burning Capacity: Is the sum of the Refuse Burning Capacities of all the incinerator units at the facility subject to this Subsection.
7. Multiple Chamber Incinerator: Any incinerator consisting of three or more refractory-lined combustion furnaces in series, physically separated by refractory walls, interconnected by passage ports or ducts and employing adequate design parameters necessary for maximum combustion of the material to be burned, the refractories have a pyrometric cone equivalent of 31, tested according to the method described in the ASTM Method C-24-56, or other method approved by the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health.
8. PPMV: Is the abbreviation for parts per million by volume (dry) corrected to seven (7%) percent oxygen.
9. Refuse Burning Capacity: Is the manufacturer's or designer's refuse heat input rate in British Thermal Units (BTUs) per hour.

10. Secondary Combustion Chamber: Means the discrete equipment component chamber or space, in which the products of pyrolysis are combusted in the presence of excess air, so that essentially all carbon is combusted and emitted as carbon dioxide. This component does not include breaches or stacks.
  11. Smoke: Small gas-borne particles resulting from combustion, consisting of carbon, ash and other material.
- B. NSPS and State Regulations
1. Any incinerator governed under State Rule 10 CSR 10-6.070 New Source Performance Regulations, as amended, shall be required to meet the regulatory standards contained therein, in addition to meeting standards within this Section. Where standards may conflict, the most restrictive standard shall be utilized.
  2. Any incinerator governed specifically under a State Rule, contained in 10 CSR 10 Chapters 5 and 6, as amended, shall be required to meet the regulatory standards contained therein, in addition to meeting standards within this Section. Where standards may conflict, the most restrictive standard shall be utilized.
- C. Emission restrictions
1. General provisions

Design requirements - No incinerator shall be used for the burning of refuse unless such incinerator is a multiple chamber incinerator. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health may approve any alteration or modification to an existing incinerator if such be found by the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, to be equally effective for the purpose of air pollution control as would result from the operation of a multiple chamber incinerator. All new incinerators shall be multiple chamber incinerators, provided that The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may approve any other kind of incinerator if found in advance of construction or installation that such other kind of incinerator is equally effective for purposes of air pollution control as an approved multiple chamber incinerator. Exception: Human or animal crematories, or surface coating burn-off ovens, are not subject to the Design Requirements provided the owner or operator submits test results showing compliance with the Particulate Limitations set forth in this Section.

Burning Capacity - The burning capacity of individual incinerators shall be the manufacturer's or designer's refuse heat input rate (British Thermal Units (BTUs) per hour) or such other rate as may be determined by the in The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, in accordance with good engineering practice. In case of conflict, the findings of The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, shall govern.

2. Limitations

No person shall cause or permit emissions from the chimney, stack or vent of any incinerator to exceed limitations established in Table B:

Table B. Limitations

Particulate Limit grains/dscf*	Opacity Limit (%)	Specific Pollutant Limit	Source
<0.09	<10%	**	new or modified human and animal crematories and surface coating burn-off ovens;
<0.08	<20% or permit level	**	new or modified sewage sludge incinerators;
<0.03	<10%	**	new or modified commercial and industrial waste incinerators;
<0.015	<10%	**	new or modified medical waste incinerators and municipal waste incinerators;
<0.015	<10%	**	new or modified non-specified incinerators;
<0.20	<10%	**	existing incinerators, except as otherwise established by permit

\* dscf = Dry Standard Cubic Foot

\*\*A source of a new or modified incinerator shall demonstrate that emissions by hydrogen chloride, mercury, dioxins, and furans are controlled to a level of stringency at least equal to the application of Best Available Control Technology (BACT).

### 3. Odor Control

All incinerators shall be designed and operated so that all gases, vapors and entrained effluents shall, while passing through the final combustion chamber, be maintained at a temperature adequate to prevent the emission of objectionable odors. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health may approve alternative method(s) of odor control which are determined equally effective.

### D. Performance testing

When required - A performance test may be required on any incinerator, and shall be required for each new incinerator. The initial performance test shall be performed at the expense of the vendor or operator by an independent testing organization or by any other qualified person subject to approval of The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

The performance test shall be observed by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

1. Test Schedule - Within 30 days after the date of which installation or construction of an incinerator is completed, the installer shall file a request with the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health to schedule a performance test provided in this Section. If the results of the performance test indicate that the incinerator is not operating in compliance with subsection C of this Section, no person may cause or permit further operation of the

incinerator, except for additional testing, until approval is received from the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health.

2. Representative sample - Refuse burned in conjunction with the performance test specified in this subsection shall be a representative sample of the refuse normally generated by the operation which the incinerator is intended to serve.
3. Procedure - Emissions shall be measured when the incinerator is operating at ninety-five percent or greater of the burning capacity as defined in subsection C.1.b, of this Section. Testing methods shall be those outlined in 10 CSR 10-6.030, as amended, or in CFR Chapter 40, Part 60 Appendix A, as amended. If performance testing demonstrates that the refuse charge rate must be less than the manufacturer's design charge rate to comply with this Section, then the burning capacity also shall be based on the charge rate required to comply.
4. Compliance - A performance test to determine compliance with the particulate matter and/or opacity requirements specified in subsection C.2. and C.3., of this Section, shall be observed by the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health, of each new incinerator and each existing, modified or rebuilt incinerator.
5. If performance testing demonstrates that the refuse charge rate must be less than the manufacturer's design charge rate to comply with this Section, then the burning capacity also shall be based on the charge rate required to comply.
6. Other performance tests may be required by the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health in order to determine compliance with any part of this Section.

**SECTION EIGHTEEN: Preventing Particulate Matter from Becoming Airborne at Any Premises or Any Industrial or Commercial Facility.**

- A. No person shall cause or permit any activity in exterior or interior locations, which allows or may allow reasonably preventable amounts of particulate matter to be emitted to the ambient air. Any direct or fugitive emission of visually detectable particulates to the ambient air from any interior or exterior operations at any industrial or commercial facility or any premises, may be considered unreasonable and a violation of this Ordinance if our investigation determines that the emission was preventable.
- B. No person shall cause or permit a building or its appurtenance, or a road, driveway, or an open area to be constructed, used, repaired or demolished, without applying all such reasonable measures as may be required to prevent particulate matter from becoming airborne.

Except for areas whereon motor vehicles are routinely driven, parked or stored, all such reasonable measures shall include, but not be limited to, the application of dust free surfaces; application of effective dust suppressant materials; application of water; planting and maintaining vegetative ground cover, or any other procedure designed for and effective in reducing the airborne particulate matter.

From roadways, driveways, and any area upon which motor vehicles are routinely driven, parked or stored, these measures shall be limited to either:

1. Having the surface paved with concrete, bituminous, or other hard surface which can be swept, flushed, or otherwise cleaned as needed and free of loose material to prevent accumulated particulate matter from becoming airborne or,
2. Having the unpaved surface treated with a solution containing at least forty (40%) percent emulsifiable asphalt and water, or an equally efficient dust suppressant and repeating such treatment as required to maintain reasonable dust control.

Whenever particulate matter escapes from windows, doors, or other openings of a building in such a manner and amount as to violate any provisions of this Ordinance, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental

Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may order that the building or buildings in which the processing, handling and storage are done, be tightly closed and ventilated in such a way, that all air and air contaminants leaving the building are treated by effective means for removal of these air contaminants before discharge to the ambient air. Particulate emissions, resulting from any activity, that have been deposited outside the building in which the activity occurred, shall be removed from the adjacent streets, sidewalks, alleys, parking lots, and other property.

- C. The following activities are exemptions to Subsection A of this Section of this Ordinance.
1. A fire set by or under the supervision of a public officer to prevent or abate a fire hazard.
  2. A fire set for the purpose of instructing persons in fire fighting techniques, as long as the requirements of Article 3, of the BOCA National Fire Code for Open Burning are adhered to.
  3. Instructing persons in the proper method for determining the opacity of emissions.
  4. The operation of equipment for the control of insects.
  5. The preparation of food for residential, organizational, institutional, or commercial use.
  6. Recreational fires and fires in proper containers for occupational warmth using only untreated wood, charcoal, propane or natural gas as fuel.
  7. Public fireworks displays as permitted by the local authority.

SECTION NINETEEN: Abrasive Blasting.

- A. No person shall cause or permit the abrasive blasting of the interior of any building without first submitting an application for a permit to abrasive blast to the Commissioner. Such application shall include the building address and location within the building where such blasting will be done, the date and expected duration of such blasting, and what measures will be taken to ensure particulate matter does not escape from the interior of the building. The application must be submitted at least twenty-one (21) days prior to the planned start of the abrasive blasting activities. Please refer to Subsection D of this Section for special application requirements for abrasive blasting of surfaces contaminated with lead.
- B. No person shall cause or permit the abrasive blasting of the exterior of any building, tank, structure, or part or appurtenance thereof, without first submitting an application for a permit to abrasive blast to the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health. Such application shall include the proposed dates and times when such blasting will be done, the location and description of the surface to be blasted, the reason that abrasive blasting rather than some alternative method of surface preparation is necessary, the method of blasting to be used, the steps that will be taken to limit the amount of particulate matter becoming airborne, and the steps that will be taken to remove resultant particulate matter from adjacent streets, alleys, and property, to prevent it from being re-entrained in the air. The application must be submitted at least twenty-one (21) days prior to the planned start of the abrasive blasting activities. Please refer to Subsection D of this Section for special application requirements for abrasive blasting of surfaces contaminated with lead.
- C. Abrasive blasting may be approved in consideration of the following conditions:
1. Whenever practical, some other method of surface preparation or cleaning, such as steam cleaning, water blasting, or power wire brushing, will be used instead of abrasive blasting;
  2. If abrasive blasting is necessary and whenever possible, the wet blasting method, wherein water from a circular nozzle forms a cone of water spray around the abrasive blast stream, will be used;
  3. If wet blasting is not possible in a particular application, the area to be dry blasted shall be protected so far as is reasonably practical, to limit the amount of particulates becoming airborne and the distance the particulates travel;

4. Any exterior abrasive blasting in the area of the City between the Mississippi River and Jefferson Avenue, Chouteau Avenue to Cole Street, shall be done at times other than 7:30 to 9:00 A.M., 11:30 A.M. to 1:30 P.M., and 4:00 to 6:00 P.M., Monday through Friday;
5. At the end of each day's operation, all abrasive material and dust resulting from the operations shall be removed from the adjacent streets, sidewalks, alleys, parking lots and other property.

Abrasive blasting of surfaces coated with paints contaminated with lead will not be approved unless it is demonstrated that no other option is feasible and all available control techniques will be employed to prevent emission of lead dust to the ambient air. Any person or organization intending to abrasive blast surfaces contaminated with lead must submit an application for a permit to abrasive blast at least ninety (90) days prior to the intended start of blasting activities. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, reserves the right to deny any application to abrasive blast any surface contaminated with lead.

SECTION TWENTY: Source Registration Permits Required.

A. Applicability

1. A construction project, which results in an actual emissions increase greater than two hundred (200) pounds per year of any regulated air pollutant, not subject to 10 CSR 10-6.060, as amended, is required to obtain a source registration permit. Once a source is determined to be applicable to this Subsection (20.A.1.), it shall remain subject to this section even if actual emissions drop below the applicability level.
2. All parts washers using a nonaqueous solvent to clean and remove soils from metal parts, and subject to 10 CSR 10-5.300 *Control of Emissions from Solvent Metal Cleaning*, are required to obtain a source registration permit.
3. Abrasive Blasting: All exterior abrasive blasting operations are required to obtain a source registration permit. All interior abrasive blasting operations that are not conducted inside a sealed blast cabinet with filtered exhaust are required to obtain a source registration permit. Blast cabinets and other surface preparation equipment are subject to the actual emissions applicability threshold in Subsection A.1. of this section.
4. A construction project, for which air pollution control measures are not required, may require a source registration permit.
5. No person shall operate any equipment or process that has been idle for 5 years or longer, and would be subject to Section 21. A. of this ordinance if installed new, without obtaining a new source registration permit.
6. Construction must commence on any project within two (2) years of the effective date of a source registration permit issued for the project. If construction on a permitted project does not commence within two (2) years, the permit expires and a new permit application must be submitted.

Notwithstanding any exceptions or exclusions mentioned in this section, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may determine that the requirements of this section apply to any activities that involve the following concerning the emission of any regulated air pollutant:

- a. Any appreciable change in the quality or nature, or

- b. Any increase in the allowable emissions, or
- c. A negative effect on air quality, or
- d. A negative neighborhood impact.

For public safety reasons, any source operation may be deemed by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, to be governed by this Section as an emissions unit, and may be required to obtain a source registration permit.

B. General Requirements

- 1. No construction project shall commence unless preventive measures are applied to limit the emission of regulated air pollutant(s) to levels which do not endanger the ambient air quality, and the health, safety, welfare or enjoyment of life for our citizens.
- 2. Permits shall contain conditions which limit the air pollution from any emissions unit. The conditions shall seek the lowest level consistent with actual operations.
- 3. In cases where conditions are placed into permits which set limits of any kind on the operation of an emissions unit, appropriate monitoring and record keeping requirements shall also be placed into the permit to allow verification of compliance.
- 4. Permit applications must be submitted at least thirty (30) days prior to the planned start of construction for any project subject to this Section.

C. Exceptions to Subsection A of this Section

The following emission sources are not required to obtain source registration permits:

- 1. Any combustion equipment using exclusively natural or liquefied petroleum gas or combination of these with a capacity of less than ten (10) million British thermal units (BTUs) per hour heat input, or any other combustion equipment with a capacity of less than one (1) million BTUs per hour heat input.
- 2. Equipment used for any mode of transportation.
- 3. Any equipment used in the preparation of food for direct sale to the public or for personal consumption.
- 4. Stacks or vents to prevent the escape of sewer gases through plumbing traps for systems handling domestic sewage only.
- 5. Wood burning stoves and fireplaces in all locations.
- 6. Surface coating operations that are a part of janitorial, building and facility maintenance operations; or non-commercial surface coating operations that occur at hobby shops and residential properties.
- 7. Surface coating operations using exclusively aerosol cans.
- 8. Laboratory equipment used exclusively for chemical and physical analysis or experimentation, except equipment used for controlling radioactive air contaminants.
- 9. Emergency generators installed at residential properties containing four (4) or fewer separate residential units with no commercial activity on site. The generator must serve only a single residential property including the residences and attached or separate garages, storage buildings and outdoor fixtures on the same property.

D. Excluded Activities

The requirements of this Section do not apply to the following activities:

1. Routine maintenance, parts replacement or relocation of sources of emissions within the same facility; or
2. Changes in a process or process equipment which do not involve installing, constructing or reconstructing a source of emissions or associated air cleaning devices; or
3. Replacement of like-kind emissions units; or
4. A project that does not require a permit for a reason other than the emission of air pollutants that are regulated as Greenhouse Gases by the U.S. Environmental Protection Agency (EPA); or
5. Other similar activities.

SECTION TWENTY-ONE: Right of Inspection, Disclosure, and Submittal of Requested Information.

- A. In the performance of their duties, the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health may enter any premises where they have reason to believe that air contaminants have been or are being emitted, or equipment operations, or processes exist or are being constructed, which they have reason to believe are or will be an air contaminant source, or which are required to be registered as sources of air pollution, or for any facility for which a permit is required.

No person shall refuse entry or access to The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, nor shall any person obstruct, hamper, or interfere with any such inspection.

Should the above right of entry be denied, then The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may present the evidence to the City Counselor and request that the Counselor prosecute said action in Municipal Court or present evidence to the Circuit Attorney for prosecution in Circuit Court. Anytime entry is sought using a search warrant The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may involve the aid of the Police Department to gain entry to make such inspection as authorized herein.

Any person responsible for the emission of air contaminants within the City of St. Louis shall when requested by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, supply this office with any requested information in an easily understandable format or on the forms supplied, in any manner or format specifically requested by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

**SECTION TWENTY-TWO: Cooperation of Local Governmental Agencies Required.**

The assistance and cooperation of the St. Louis Metropolitan Police Department, the Division of Fire and Fire Prevention, the Building Division and all other Municipal Officials shall be available to the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health as required in the performance of their duties.

**SECTION TWENTY-THREE: Enforcement.**

Whenever The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, determines that any of the terms or conditions of this Ordinance have been or are being violated, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may cause to be instituted any or all of the following enforcement actions.

Upon becoming aware that an emission is occurring from any facility, premises, emissions unit, emission point, or source operation which is greater than permitted by any provision of this Ordinance, the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health may cause to be issued to the person responsible for the emission a "Notice of Excessive Emissions." This notice may be personally served by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, sent by registered or certified mail to the last known address of the responsible person. It shall include a reference to the section of the permit, the Section of the Ordinance, or the Section of the State or Federal Regulation limiting the emissions, the date and time of the excessive emissions, a brief description of the excessive emissions and a request that the person responsible answer the notice within ten (10) working days. The person responsible for the emission shall answer this notice, in writing, setting forth the reasons for the excessive emissions, and the steps that have been taken or will be taken to abate the excessive emissions, and to prevent it from recurring in the future.

In the event the responsible person fails to answer the notice within the prescribed time, or if, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, the reasons set forth for the excessive emissions having occurred, or the steps that have been taken or will be taken to prevent recurrence of the excessive emissions are not adequate, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may cause to be issued a "Notice of Violation" as prescribed herein citing the same date and time in this notice as was previously cited in the "Notice of Excessive Emissions."

As prescribed above, or at any other time that The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, becomes aware that any of the provisions of this Ordinance have been or are being violated, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority

contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may cause to be issued a "Notice of Violation" to the person responsible for the violation. This notice may be personally served by a representative The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, sent by registered or certified mail to the last known address of the responsible person. This notice shall cite the section of the permit, Section of City Ordinance, or Section of State or Federal Regulation violated, the date and time the violation occurred, and a brief description of the violation. It shall require that the responsible person abate the violation by a date specified in the notice. Within 14 calendar days of the date of abatement specified in the notice, the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health shall re-inspect the premise and/or file to determine compliance with the permit, regulation, or Ordinance, of which this is a part. This re-inspection shall be known as a "NOV Inspection." If no abatement date is specified in the NOV, the responsible person who has received the NOV shall be exempt from the "NOV Inspection" process. If the NOV is not complied with, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, shall have the authority to issue an administrative citation to any person responsible for the violation.

1. Administrative Citation Fine

- a. The administrative citation fine amount for a first violation shall be established under the provisions of this Ordinance in Section Twenty-Five.
- b. The administrative citation fine for repeat violations of the same Ordinance provision and/or state regulation by the same person at the same property within twelve (12) months from the date of the first administrative citation shall be established under the provisions of this Ordinance in Section Twenty-Five.
- c. Any administrative citation fine which is not paid on or before its due date shall be liable for the payment of any applicable late payment charges set forth in the schedule of late payment filing fees.
- d. The fine shall be paid to the city within thirty (30) days from the date of the administrative citation.
- e. Any administrative citation fine paid pursuant to Subsection 3 of this Section shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.

In the event the responsible person fails to abate the violation by the date specified, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may take other enforcement actions as specified within this Section, citing the same date and time of violation in these other actions that were set forth in the "Notice of Violation."

The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations:

- a. The person is taking all reasonable means available to him to comply with the time limitations and that such compliance is not possible;
  - b. The delay is caused by conditions beyond the jurisdiction and control of such person; and
  - c. The imposition of the time limitation will cause an undue hardship, then the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health may grant such additional extensions of time as determined to be necessary and reasonable to achieve compliance.
- A. In the event that it becomes necessary and is legally proper, the City Counselor is hereby empowered to institute proceedings in the Circuit Court in the name of the City in order to enforce the terms and conditions of this Ordinance.
- C. 1. Upon notice of The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, that work on the installation of a machine, contrivance, equipment, device, process, or operation that may cause the emission of air contaminants, is being conducted without a permit where such a permit is required, or without having been registered where such registration is required, or not in accordance with plans or specifications or data submitted with the application for such permit or such registration, or is contrary to any order of The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, such work shall be immediately stopped. The failure of a facility to possess a valid State Operating Permit may subject the entire facility to be ordered to stop work. The stop work order shall be in writing and shall be served to the person responsible for the premises on which the work is occurring or upon the person doing the work and shall cite the conditions under which the work may be resumed.
2. Any person who shall continue any work in or about such machine, contrivance, device, process, or operation after having been served with a stop order except which work he is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as set forth in Section 27 (Penalty Clause) of this Ordinance.
- D. 1. After any owner, agent, occupant, manager or lessee of any premise containing an emission source has been notified of two or more violations of this Ordinance within any consecutive twelve (12) month period after the effective date of this Ordinance, or at any time the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health has evidence that an emission source is adversely affecting the ambient air quality, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may order such person to appear at a hearing, to be held before the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health not more than ten (10) working days after such order and show cause why the equipment causing such violations and/or adversely affecting the ambient air quality should not be sealed.
2. Upon such hearing, unless the Commissioner of Health and or his or her designee within the City of St. Louis Department of Health finds that circumstances beyond the control of the responsible person(s) has caused the violations and/or affected the ambient air quality, the violating emission source(s) will be sealed. If The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, determines that circumstances beyond the control of the responsible person(s) have caused the problems, then a further investigation by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of

Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, will be ordered before any further action is initiated, and the source(s) in question will be allowed to continue normal operation.

3. The person responsible for the violating equipment may appeal such seal order to the Air Pollution Control by requesting an Administrative Hearing

E. It shall be unlawful for any person to break a seal that has been duly affixed by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, unless such breaking is authorized The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations.

#### SECTION TWENTY-FOUR: Upset Conditions, Breakdowns or Scheduled Maintenance.

A. In the event that there are emissions to the ambient air exceeding any of the limits established by this Ordinance as a direct result of unavoidable upset conditions in the nature of the process, or unavoidable and unforeseeable breakdown of any air pollution equipment or related operating equipment, or as a direct result of shutdown of such equipment for necessary scheduled maintenance, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may withhold enforcement action provided the following requirements are met:

Such excess emissions in the case of unavoidable upset in or breakdown of equipment shall have been reported to the The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, as soon as reasonably possible, but no later than the next business day after the occurrence. In addition, a full report of the incident, as outlined in subsection B of this Section, must be submitted to this The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, within ten (10) working days.

If the excess emissions result from the scheduled maintenance on any component of a production process or associated control equipment during which the process continued operating, a "Notice of Violation" will be issued, unless The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, agreed prior to the maintenance that shutting down the process would be unreasonable. The intention to proceed with on-line maintenance and the possibility of excess emission must be reported to The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law

so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, agreed at least forty eight (48) hours in advance. It should be in writing and include the reason that this type of maintenance is necessary. Written approval must be given by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, agreed before on-line maintenance may begin. If excess emissions occur, the responsible facility person must submit a full report as detailed in subsection B of this Section within ten (10) days.

- B. The person responsible for any excess emission shall submit a full report covering:
1. Name and location of facility;
  2. Name and telephone number of person responsible for the facility;
  3. The identity of the equipment causing the excess emissions;
  4. The time and duration of the period of excess emissions;
  5. The cause of the excess emissions;
  6. The type of air contaminant(s) involved;
  7. A best estimate of the magnitude of the excess emissions expressed in the units of any applicable emission control regulation and the operating data and calculations used in estimating the magnitude;
  8. The measures taken to mitigate the extent and duration of the excess emissions; and
  9. The measures taken to remedy the situation which caused the excess emissions and the measures taken or planned to prevent the recurrence of such situations.

SECTION TWENTY-FIVE: Performance-Based Fee Schedule.

A. Authorization.

The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, agreed is hereby authorized to collect the following fees based on the costs incurred to provide the services of air pollution control. Said fees are the maximum allowable under this ordinance. Said fees shall be calculated in whole or in part and based on the yearly contractual amount by the Federal and or State funding authority. All references to actual emissions are based upon emissions reported in an annual emissions inventory questionnaire (EIQ) when received by the Missouri Department of Natural Resources for the facility's previous calendar year of operations. For a new facility, the Commissioner shall determine the potential to emit in lieu of the actual EIQ emissions for any construction project occurring within the first year of operations to use for this fee schedule. Any facility not required to submit an EIQ by 10 CSR 10-6.110 may be considered a de minimis source for the purposes of this section.

B. Definitions.

For the purposes of this section, the following definitions apply:

1. A "subject source" is any source subject to the provisions of Section 21 of this ordinance not otherwise classified below.
2. An "EIQ source" is any source required to file an EIQ per 10 CSR 10-6.110 Submission of Emission Data, Emission Fees and Process Information.

3. A “de minimis source” is a source with actual emissions of regulated pollutants less than the levels listed in Table 1 of 10 CSR 10-6.020 (3)(A).
4. A “minor source” means any source with actual emissions greater than a de minimis source but less than 100 tons per year of criteria pollutants, 10 tons per year of a single hazardous air pollutant (HAP) and 25 tons per year of all HAP combined.
5. A “major source” is any source with emissions greater than a minor source.
6. A “special project” is a construction or modification project at a major source where:
  - a. the project will increase the installation’s potential to emit one or more pollutants that contribute to atmospheric levels of pollution for which the St. Louis Metropolitan Area is classified as non-attainment at rates above the insignificance levels listed in 10 CSR 10-6.061 Construction Permit Exemptions section (3)(A)3.A. Table 1,
  - b. the project will construct or modify equipment that is subject to 10 CSR 10-6.070 New Source Performance Regulations (NSPS),
  - c. the project will construct or modify equipment that is subject to 10 CSR 10-6.075 Maximum Achievable Control Technology Regulations (MACT),
  - d. the project will construct or modify equipment that is subject to 10 CSR 10-6.080 Emission Standards for Hazardous Air Pollutants, or
  - e. the project is subject to 10 CSR 10-6.060 Section (7), (8) or (9).
7. An “emissions unit” is any activity, equipment, process or part of an installation that emits or has the potential to emit any regulated air pollutant or any pollutant listed under section 112(b) of the Clean Air Act.
8. An “insignificant source” is any emission point with actual emissions below reporting thresholds for the Emission Inventory Questionnaire.
9. An “emission point” is an emissions unit or group of emissions units that will be used to determine the compliance inspection fee.
  - a. For installations required to submit an Emission Inventory Questionnaire, emissions units may be grouped and considered a single emission point for the purposes of determining inspection fees if the group of emissions units, source activities or equipment are reported as a single emission point on the installation’s Emission Inventory Questionnaire (i.e. all emissions are reported in aggregate) AND one or more of the following applies:
    - I. the emissions units are connected to a single stack or air pollution control device,
    - ii. the emissions units are sources that are similar in nature and all are contained within, and vented within, a single building (such as groups of process tanks, grinders, flour mills, etc.)
    - iii. the emissions units are fugitive emission sources that are similar in nature and exposed to the ambient air (such as groups of material storage piles, haul roads, liquid storage tanks, etc.)
  - b. For installations not required to submit an Emission Inventory Questionnaire, emissions units may be grouped as described in the list above.
  - c. Emissions units that are listed as “emission units without limitations” on an installation’s Intermediate or Part 70 Operating Permit AND are considered insignificant sources shall not be included when determining the number of emission points for the purposes of

determining inspection fees.

C. Fees Non-Refundable.

All fees described in this section are non-refundable. Even if the project is cancelled by the facility, it is determined that a permit is not required, or if a permit is denied or issued with undesirable conditions the fees will not be refunded.

D. Fee Descriptions.

1. Asbestos Fees:

- a. Asbestos Abatement Project Notification Fees. Fees for notification of "Asbestos Projects" as defined in Section 12.A of this ordinance. Fee: \$320 per notification of asbestos projects with 160-1,000 square feet or 260-1,500 linear feet. Fee: \$480 per notification of asbestos projects with 1,001-5,000 square feet or 1,501-5,500 linear feet. Fee: \$640 per notification of asbestos projects with >5,000 square feet or 5,500 linear feet.
- b. Asbestos Abatement Project Inspection Fee. A fee for inspection of an "Asbestos Abatement Project" as defined in Section 12.A of this ordinance.

Fee: \$100 per inspection. Regardless of the number of inspections made, The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, may only charge for up to (3) individual, separate inspections of the same "Asbestos Abatement Project."

2. Vapor Recovery Fees:

- a. Stage II Construction Permit Notifications. Fee: \$1965 per facility, per notification covered by 10 CSR 10-5.220, as amended
- b. Stage II Operating Permit Notifications. Fee: \$300 per emission point (per nozzle and tank) per notification covered by 10 CSR 10-5.220, as amended
- c. Vapor Recovery Notice of Violation (NOV) Fee. Fee: \$300 shall be assessed on each hose, line, pump, equipment and device that is found to be in substandard condition and emitting pollutants.

3. Compliance Inspection Fees:

- a. Fees for inspection of facilities subject to 10 CSR 10-6.060 or 10 CSR 10-6.065 shall be as follows:

De Minimis Source Inspection Fee:	\$345
Minor Source Inspection Fee:	\$3415
Major Source Inspection Fee:	\$10245
Dry Cleaner Inspection Fee:	\$70 per dry cleaning machine

The fees listed as "per emission point" for each facility shall apply to at least one (1) emission point and no more than thirty (30) emission points for each compliance inspection. No installation shall be required to pay the emission point fee for greater than thirty (30) emission points for a single compliance inspection.

- b. NOV Inspection Fee.

Fee: \$450 for each NOV inspection.

## 4. Permit and Source Registration Filing and Processing Fees:

## a. Abrasive Blasting Source Registration Permit Fee.

Fee: \$300 for each exterior abrasive blasting job site subject to Section 20. A. 3.

## b. Construction Permit Filing Fees.

The fee that shall accompany an application for authority to construct for projects subject to 10 CSR 10-6.060 shall be as follows:

De minimis source	\$1965
Minor source	\$4500
Major Source	\$6550
Major source (special project)	\$16380

If a process is to be installed or altered which has a number of emission points, a separate filing fee shall be paid for each emission point. The Commissioner will make the final decision when separate permit filing fees are necessary, on a case-by-case basis.

## c. Construction Permit Amendment Fees.

Requests to amend final construction permits issued in accordance with 10 CSR 10-6.060, as amended:

- I. If the changes result in increased emissions, air quality impact or increment consumption, the fee shall be equivalent to the appropriate construction permit filing fee (Section 26 D.4.b. above) for the equipment that will undergo modification or a change in the method of operation.
- ii. If the changes do not result in increased emissions, air quality impact, or increment consumption, an administrative processing fee of \$1000 must be submitted with the request.

## d. Source Registration Permit Filing Fees.

The fee that shall accompany an application for a Source Registration Permit for projects subject to Section 20 of this ordinance but not subject to 10 CSR 10-6.060 shall be as follows:

Subject Source Fee	\$300
EIQ Source Fee	\$800

If a process is to be installed or altered which has a number of emission points, a separate fee shall be paid for each emission point. The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, will make the final decision when separate permit filing fees are necessary, on a case-by-case basis.

## e. Source Registration Permit Amendment Fees.

Fees for requests to amend a final source registration permit issued under Section 20 of this Ordinance:

- I. If the changes result in increased emissions, air quality impact or increment consumption, the fee shall be equivalent to the appropriate source registration permit filing fee (Section 26 D. 4.d. above) for the equipment that will undergo

modification or a change in the method of operation.

- ii. If the changes do not result in increased emissions, air quality impact, or increment consumption, an administrative processing fee of \$150 must be submitted with the request.

f. Permit Penalty Fees.

Any individual or company that has commenced construction of or begun operation of any device, emission unit, or source operation, prior to payment of the normal fee as stated in this Section shall pay a penalty fee as follows:

Subject source	\$300
EIQ source	\$800

Commencing construction or operation of any source equipment prior to payment of actual fees and receipt of a final permit could be a violation of applicable laws and subject to enforcement action including civil and/or criminal penalties.

5. Source Test Oversight Fees:

- a. Filing Fee: \$800 per emission point tested.

For each source test proposal, an initial, non-refundable filing fee must accompany the source test proposal. For source tests scheduled for two or more emission points with one test proposal, a separate filing fee shall be paid for each emission point tested.

- b. Review Fee: \$500 per test method performed during the test. Upon submission of the source test report for review, an additional review fee must be submitted.

6. Visible Opacity Certification:

- a. Visible Opacity Certification (Original).

Fee: \$750

Includes EPA Test Method 9 instructional class time and opacity observation field training. Government employees are exempt from this fee. This is a non-refundable fee and is charged regardless of whether the student passes or fails certification criteria.

- b. Visible Opacity Re-Certification.

Fee: \$250

No instructional class time is included or required. Only opacity observation field training is included. Government employees are exempt from this fee. This is a non-refundable fee and is charged regardless of whether the student passes or fails re-certification criteria.

7. Administrative Fines and Fees:

- a. Administrative Citation Fines.

For an administrative citation imposed as a result of the recipient of a Notice of Violation (NOV) not abating the violation, as described in Section Twenty-three of this Ordinance:

First Violation: The administrative citation fine amount for a first violation under the provisions of this ordinance shall be \$25.00. Repeat Violations: The administrative citation

fine for repeat violations of the same ordinance provision and/or state regulation by the same person at the same property within twelve (12) months from the date of the first administrative citation shall be \$50.00.

b. Application for Variance and Request for Administrative Hearing petition.

Variance Fee: \$200

Administrative Hearing Fee: \$150

Record request pursuant to Chapter 610 R.S. MO

Fee retrieval as allowable under chapter 610 R.S. MO

Fee: as allowable under Chapter 610 R.S. MO per page copied

c. Late Payment Fees.

All fees incurred based on the provisions of this Ordinance must be submitted to The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, agreed on or before the due date specified on the invoice. Any person, company, installation, or other organization that fails to submit payment in full by the due date shall be subject to the following late fees in addition to the initial fee:

Fee: 5% of original fee if 30-60 days late  
 10% of original fee if 61-90 days late  
 20% of original fee if more than 90 days late

The expenses incurred in the processing of any type of permit which requires public notice or participation for approval, or the request for a public hearing by a facility under the jurisdiction of The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, will be the responsibility of the applicant. All billings received by The Commissioner of Health and or his or her designee within the City of St. Louis Department of Health operating as Delegated Agents of the State of Missouri, Department of Natural Resources, Division of Environmental Quality, Air Pollution Control Program, under authority contained within the Air Conservation Law and granted by the Missouri Air Conservation Commission and conditions contained within the State/Local Agreement, may enforce any provision of State Air Conservation Law so delegated, or specific rules contained within Chapters 5 and 6 of Division 10 of Title 10 of the Code of State Regulations, agreed for all such expenses will be forwarded to the applicant for payment. Final permit issuance is dependent upon the applicant's payment in full of all expenses incurred.

SECTION TWENTY-SIX: Severability.

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

SECTION TWENTY-SEVEN: Penalty Clause.

Every person convicted of a violation of any Section of this Ordinance shall be punished by a fine of not less than one (\$1) dollar, nor more than five hundred (\$500) dollars, or by imprisonment for not more than ninety (90) days, or by both such fine and imprisonment. Each day that any violation shall continue, it shall constitute a separate offense.

SECTION TWENTY-EIGHT: Emergency Clause.

The passage of this Ordinance being deemed necessary for the immediate preservation of the public health, safety and welfare is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

**Approved: June 2, 2010**