

1 **BOARD BILL #90** **INTRODUCED BY ALDERWOMAN APRIL FORD-GRIFFIN**

2 An ordinance recommended by the Board of Estimate and Apportionment authorizing
3 and directing the St. Louis Municipal Finance Corporation (the “Corporation”) to issue and sell
4 one or more series of the Corporation’s City Justice Center Leasehold Revenue Refunding
5 Bonds, Series 2011 (City of St. Louis, Missouri, Lessee) (the “Series 2011 Bonds”) in an
6 aggregate principal amount not to exceed \$70,000,000 in order to refund or redeem, if desirable,
7 all or a portion of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2001A
8 (City of St. Louis, Missouri, Lessee), dated as of September 1, 2001 (the “Series 2001A Bonds”),
9 all or a portion of its City Justice Center Leasehold Refunding Revenue Bonds, Series 2005 (City
10 of St. Louis, Missouri, Lessee), dated as of September 1, 2005 (the “Series 2005 Bonds”), and/or
11 all or a portion of its City Justice Center Leasehold Revenue Refunding Bonds, Series 2009 (City
12 of St. Louis, Missouri, Lessee), dated as of October 13, 2009 (the “Series 2009 Bonds”), for the
13 general welfare, safety and benefit of the citizens of The City of St. Louis, Missouri (the “City”);
14 authorizing and directing the Corporation to execute and deliver the Sixth Supplemental
15 Indenture of Trust, the Fourth Supplemental Base Lease, if any, the Fifth Supplemental Lease
16 Agreement, if any, the Credit Agreement, if any, the Escrow Agreement, if any, the Tax
17 Compliance Agreement, the Bond Purchase Agreement, and the Official Statement; authorizing
18 the City to execute the Fourth Supplemental Base Lease, if any, the Fifth Supplemental Lease
19 Agreement, if any, the Second Supplemental Pledge Agreement, if any, the Credit Agreement, if
20 any, the Escrow Agreement, if any, the Continuing Disclosure Agreement, the Tax Compliance
21 Agreement, the Bond Purchase Agreement, and the Official Statement; authorizing the
22 Corporation and the City to obtain credit enhancement for the Series 2011 Bonds from a Credit
23 Provider, authorizing the payment of any obligations due to a Credit Provider, if any, and

1 authorizing the Comptroller and any other appropriate City officials to execute the Credit
2 Agreement and other documents related thereto, if any; authorizing participation of appropriate
3 City officials in preparing the Official Statement; authorizing the acceptance of the terms of the
4 Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the
5 payment of certain costs of issuance thereof; authorizing and directing the taking of other actions
6 and approval and execution of other documents as necessary or desirable to carry out and comply
7 with the intent hereof; and superseding provisions of prior ordinances of the City to the extent
8 inconsistent with the terms hereof.

9 **WHEREAS**, the Board of Aldermen of the City has previously authorized and directed
10 the issuance by the Corporation of the Series 2001A Bonds pursuant to the herein defined
11 Indenture to refund certain Leasehold Revenue Improvement Bonds, Series 1996A issued by the
12 Corporation to finance, among other things, the costs of the Project (as defined in the Indenture),
13 including the St. Louis Jail Facilities (as defined in the Indenture);

14 **WHEREAS**, the Board of Aldermen of the City has previously authorized and directed
15 the issuance by the Corporation of the Series 2005 Bonds to refund certain Leasehold Revenue
16 Improvement Bonds, Series 2000A (City of St. Louis, Missouri, Lessee) issued by the
17 Corporation to finance, among other things, the completion of the Project;

18 **WHEREAS**, the Board of Aldermen of the City has previously authorized and directed
19 the issuance by the Corporation of the Series 2009 Bonds to refund certain Leasehold Revenue
20 Improvement and Refunding Bonds, Series 1996B issued by the Corporation to finance, among
21 other things, the costs of the Project and to refund certain Leasehold Revenue Improvement and
22 Refunding Revenue Bonds, Series 1992, issued by the Corporation to finance, among other
23 things, part of the St. Louis Jail Facilities;

1 **WHEREAS**, the City has determined that it is in the best interest of the City to authorize
2 and direct the Corporation to issue bonds for the purpose of refunding or redeeming all or a
3 portion of the outstanding Series 2001A Bonds, Series 2005 Bonds, and/or Series 2009
4 (collectively, the “Refunded Bonds”);

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

8 **WHEREAS**, it is necessary and desirable in connection with the issuance of the Series
9 2011 Bonds for the City and/or the Corporation to execute and deliver certain documents and
10 take certain other actions as herein provided.

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

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

16 **“Base Lease”** means the Base Lease, between the City, as lessor, and the Corporation, as
17 lessee, dated as of August 1, 1996, as amended and supplemented by the First Supplemental
18 Base Lease dated as of February 1, 2000, the Second Supplemental Base Lease dated as of
19 September 1, 2005, the Third Supplemental Base Lease dated as of October 1, 2009, and the
20 Fourth Supplemental Base Lease, if any, and as may be further amended and supplement
21 pursuant to the terms thereof, pursuant to which the City has conveyed a leasehold interest in the
22 Property to the Corporation.

1 **“Bond Purchase Agreement”** means the Bond Purchase Agreement or Bond Purchase
2 Agreements related to the issuance and sale of the Series 2011 Bonds.

3 **“Bonds”** means the Refunded Bonds, the Series 2011 Bonds, and any and all other bonds
4 issued by the Corporation pursuant to and under the Indenture.

5 **“City Documents”** means the Fourth Supplemental Base Lease, if any, the Fifth
6 Supplemental Lease Agreement, if any, the Second Supplemental Pledge Agreement, if any, the
7 Credit Agreement, if any, the Escrow Agreement, if any, the Continuing Disclosure Agreement,
8 the Tax Compliance Agreement, the Bond Purchase Agreement, and such other documents,
9 certificates, and instruments as may be necessary or desirable to facilitate the issuance of the
10 Series 2011 Bonds and to carry out and comply with the intent of this Ordinance.

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

18 **“Corporation Documents”** means the Sixth Supplemental Indenture, the Fourth
19 Supplemental Base Lease, if any, the Fifth Supplemental Lease Agreement, if any, the Credit
20 Agreement, if any, the Escrow Agreement, if any, the Tax Compliance Agreement, the Bond
21 Purchase Agreement, and such other documents, certificates, and instruments as may be
22 necessary or desirable to facilitate the issuance of the Series 2011 Bonds and to carry out and
23 comply with the intent of this Ordinance.

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

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

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

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

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

13 **“Financial Advisor”** means Public Financial Management, Inc., the financial advisor to
14 the City with respect to the Series 2011 Bonds.

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

17 **“Indenture”** means the Indenture of Trust between the Corporation and the Trustee,
18 dated as of August 1, 1996, as amended and supplemented by (i) the First Supplemental
19 Indenture of Trust dated as of August 1, 1996, (ii) the Second Supplemental Indenture of Trust
20 dated as of February 1, 2000, (iii) the Third Supplemental Indenture of Trust dated as of
21 September 1, 2001, (iv) the Fourth Supplemental Indenture of Trust dated as of September 1,
22 2005, (v) the First Restatement and Fifth Supplement to Indenture of Trust dated as of October 1,
23 2009, (vi) the First Supplement to First Restatement and Fifth Supplement to Indenture of Trust

1 dated as of July 1, 2010, (vii) the Sixth Supplemental Indenture, and as may be further amended
2 pursuant to the terms thereof.

3 **“Lease Agreement”** means the Lease Purchase Agreement between the Corporation, as
4 lessor, and the City, as lessee, dated as of the August 1, 1996, as amended and supplemented by
5 (i) the First Supplemental Lease Agreement dated as of February 1, 2000, (ii) the Second
6 Supplemental Lease Agreement dated as of September 1, 2005, (iii) the Third Supplemental
7 Lease Agreement dated as of October 1, 2009, (iv) the Fourth Supplemental Lease Purchase
8 Agreement dated as of July 1, 2010, and (v) the Fifth Supplemental Lease Purchase Agreement,
9 if any, as may be further amended pursuant to the terms thereof, and pursuant to which the
10 Corporation has conveyed a leasehold interest in the Property to the City and the City has leased
11 the Property together with any improvements thereon from the Corporation and has agreed to
12 pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal and
13 interest due on the Bonds.

14 **“Official Statement”** means the Preliminary Official Statement or Statements, and the
15 final Official Statement or Statements, prepared in connection with the issuance, sale, and
16 delivery of the Series 2011 Bonds.

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

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

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

1 **“Refunded Bonds”** means all or a portion of the outstanding Series 2001A Bonds, Series
2 2005 Bonds, and/or Series 2009 Bonds refunded or redeemed from the proceeds of the Series
3 2011 Bonds, as more particularly described in the Indenture.

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

6 **“Series 2001A Bonds”** means the City Justice Center Leasehold Revenue Refunding
7 Bonds, Series 2001A (City of St. Louis, Missouri, Lessee), dated as of September 1, 2001, issued
8 by the Corporation.

9 **“Series 2005 Bonds”** means the City Justice Center Leasehold Refunding Revenue
10 Bonds, Series 2005 (City of St. Louis, Missouri, Lessee), dated as of September 1, 2005, issued
11 by the Corporation.

12 **“Series 2009 Bonds”** means the City Justice Center Leasehold Revenue Refunding
13 Bonds, Series 2009 (City of St. Louis, Missouri, Lessee), dated as of October 13, 2009 issued by
14 the Corporation.

15 **“Series 2011 Bonds”** means the Series 2011 Bonds authorized and issued in one or more
16 series pursuant to the Indenture.

17 **“Sixth Supplemental Indenture”** means the Second Restatement and Sixth
18 Supplemental Indenture of Trust between the Corporation and the Trustee, securing the Series
19 2011 Bonds.

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

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

3 **“Underwriters”** means the underwriters with respect to the Series 2011 Bonds.

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

6 (a) to authorize and direct the Corporation to issue, if market conditions warrant, the
7 Series 2011 Bonds (i) to refund or redeem all or a portion of the Refunded Bonds, (ii) to provide
8 for a debt service reserve fund and/or Credit Enhancement for the Bonds, and (ii) to pay
9 reasonable expenses incurred by the Corporation and the City in connection with the issuance
10 and sale of the Series 2011 Bonds; and

11 (b) to authorize and direct the Corporation to enter into a negotiated sale of the Series
12 2011 Bonds to the Underwriters.

13 **Section 3. Authority and Direction to Issue the Series 2011 Bonds.** The City
14 hereby authorizes and directs the Corporation, if market conditions warrant, to issue the Series
15 2011 Bonds in an aggregate principal amount not to exceed \$70,000,000 on behalf of the City for
16 the purposes set forth in Section 2(a) hereof. The Series 2011 Bonds (i) shall have a final
17 maturity not more than 30 years from their date of issuance, (ii) shall bear a fixed rate of interest
18 of not more than 10%, and (iii) may be sold at a premium or at a discount with such discount not
19 to exceed the maximum discount allowable under Missouri law. The terms and provisions of the
20 Series 2011 Bonds shall be as provided in the Indenture.

21 **Section 4. Limited Obligations.** The Series 2011 Bonds and the interest thereon
22 shall be limited obligations payable by the Corporation solely from (i) proceeds of the Series
23 2011 Bonds, (ii) Pledged Revenues, (iii) Rentals and Additional Rentals received from the City

1 by the Corporation, or by the Trustee on behalf of the Corporation, and reasonably expected to
2 be used to pay debt service on the Series 2011 Bonds pursuant to the Pledge Agreement and the
3 Lease Agreement, (iv) amounts available in the debt service reserve fund, if any, and
4 (v) amounts payable by any Credit Provider in connection with the Credit Enhancement on the
5 Series 2011 Bonds. The Bonds and the interest thereon do not and shall not constitute an
6 indebtedness of the City or the State of Missouri within the meaning of any constitutional or
7 statutory debt limitation or restriction. The obligation of the City to make payments of Rentals
8 and Additional Rentals and other amounts under the Lease Agreement is subject to annual
9 appropriation as provided therein. Neither the obligation of the City to make such payments
10 under the Lease Agreement nor the Bonds does or shall constitute a debt of the City. The
11 issuance of the Series 2011 Bonds will not directly or contingently obligate the City to make any
12 payments beyond those appropriated for its then-current fiscal year.

13 **Section 5. Authority and Direction to Execute and Deliver Corporation**
14 **Documents.** In connection with the issuance of the Series 2011 Bonds, the City hereby
15 authorizes and directs the Corporation to execute and deliver the Corporation Documents, in
16 forms that are consistent with the provisions of this Ordinance, and as such Corporation
17 Documents are approved by the City Counselor and the appropriate officers of the Corporation
18 executing such documents, with the respective signatures of such officers thereon to be evidence
19 of the approval of the Corporation.

20 **Section 6. Authority and Direction to Sell the Series 2011 Bonds in a Negotiated**
21 **Sale.** In connection with the issuance of the Series 2011 Bonds, the City hereby authorizes and
22 directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the
23 provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to

1 prepare, at the request of the Underwriters, the Official Statement; to execute and deliver the
2 final Official Statement; and to execute and deliver the Bond Purchase Agreement, all in
3 connection with such negotiated sale of the Series 2011 Bonds.

4 **Section 7. Authority and Direction to Obtain Credit Enhancement.** The City
5 hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Bonds from
6 a Credit Provider with such credit rating that, in the opinion of the Underwriters and the
7 Financial Advisor, will achieve an economic benefit for the City if the Series 2011 Bonds are
8 secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith
9 may pledge Pledged Revenues, Rentals, and Additional Rentals on a parity basis to payment of
10 (i) debt service on the Bonds, and (ii) any amounts due and owing to the Credit Provider under
11 the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any such
12 Credit Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof,
13 is hereby authorized and directed to execute such Credit Agreement and other documents in
14 connection therewith as required to obtain the Credit Enhancement.

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

1 **Section 9. Authorization with Respect to Sale of the Series 2011 Bonds.** The
2 Mayor, the Comptroller, and other appropriate officials, agents, and employees of the City are
3 hereby authorized and directed to participate with the Corporation in the preparation of the
4 Official Statement; the Mayor and the Comptroller are hereby authorized and directed to execute
5 and deliver the final Official Statement in a form that is consistent with the provisions of this
6 Ordinance, as is approved by the Mayor and the Comptroller with the advice of the Underwriters
7 and the Financial Advisor, and as is approved as to form by the City Counselor, with the
8 respective signatures of the Mayor and the Comptroller thereon to be evidence of the approval of
9 the City.

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

16 **Section 11. Superseding of Inconsistent Provisions.** The provisions of this
17 Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms
18 hereof, but only to the extent of such inconsistency.