

**Summary**  
**Board Bill Number 103**  
**Introduced by Alderman Shane Cohn**  
**November 21, 2025**

This Board Bill authorizes and directs the Director of Airports and Comptroller of the City to execute the Second Amendment the WiFi and Distributed Antenna System Operating Agreement (AL-263). This Board Bill contains a severability clause.

**BOARD BILL NUMBER 103 INTRODUCED BY ALDERMAN SHANE COHN**

1           An Ordinance recommended and approved by the Airport Commission, and Board of  
2 Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller  
3 of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter  
4 into and execute the Second Amendment to the WiFi and Distributed Antenna System Operating  
5 Agreement (AL-263), originally authorized by Ordinance Number 69919, between the City and  
6 Concourse Communications Group, LLC; and containing a severability clause.

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

8           **SECTION ONE.**     The Director of Airports and Comptroller of the City of St. Louis (the  
9 "City"), are hereby authorized and directed to enter into and execute on behalf of the City, the "Second  
10 Amendment to WiFi and Distributed Antenna System Operating Agreement (AL-263)," originally  
11 authorized by Ordinance Number 69919, between the City and Concourse Communications Group,  
12 LLC, attached hereto as **Exhibit 'A'** and made a part hereof.

13           **SECTION TWO.**     The terms, covenants, and conditions set forth in this Ordinance are  
14 applicable exclusively to the agreements, documents, and instruments approved or authorized by this  
15 Ordinance and are not applicable to any other existing or future agreements, documents, or  
16 instruments unless specifically authorized by an ordinance enacted after the effective date of this  
17 Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance will  
18 be of no force of effect as to the agreements, documents, or instruments approved or authorized by  
19 this Ordinance.

20           **SECTION THREE.**   The sections or provisions of this Ordinance or portions thereof are

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

**SEE ATTACHED**

**EXHIBIT A**

**SECOND AMENDMENT TO WIFI AND DISTRIBUTED ANTENNA SYSTEM  
OPERATING AGREEMENT**

**AGREEMENT AL-263**



**THE CITY OF ST. LOUIS**

**SECOND AMENDMENT TO**  
**CONCOURSE COMMUNICATIONS GROUP, LLC**

**WI-FI AND DISTRIBUTED ANTENNA SYSTEM OPERATING**  
**AGREEMENT**

**AL - 263**

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT<sup>®</sup>**  
**SECOND AMENDMENT TO OPERATING AGREEMENTAL-263**  
**CONCOURSE COMMUNICATIONS GROUP, LLC**

**THIS SECOND AMENDMENT**, made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2025, by and between The CITY OF ST. LOUIS (“**City**”), a municipal corporation of the State of Missouri and CONCOURSE COMMUNICATIONS GROUP, LLC (“**Operator**”), a limited liability corporation organized and existing under the laws of the State of Delaware, is an amendment to Operating Agreement AL-263 dated February 11, 2015 as amended by the First Amendment dated November 2, 2017 (the “**Agreement**”).

**WHEREAS**, the City is the owner and operator of St. Louis Lambert International Airport;

**WHEREAS**, by this Second Amendment, Operator waives all rights to any and all reimbursements and compensation from the City for the depreciated value of existing System components at the Airport; and

**WHEREAS**, the City and the Operator are parties to the Agreement and desire to amend the Agreement to their mutual benefit by extending the term of the Agreement by one (1) year so that the Agreement will end on November 30, 2026, add a one (1) year Option Term to extend the Agreement to November 30, 2027, and add an additional ADP Option Term to facilitate the move of System related infrastructure should the airport proceed with a contemplated airport development project.

**NOW THEREFORE**, for and in consideration of the promises, the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Operator agree as follows:

**Section 1.**

The “**Effective Date**” of this Second Amendment is January 1, 2026.

**Section 2.**

Section 101. Definitions of the Agreement is hereby amended by adding the following definitions:

“**Airport Development Project**” or “**ADP**” shall mean the possible development and construction program consisting of a new, consolidated, double-loaded concourse that will replace the Airport’s current terminal complex, and which shall include the ongoing relocation and deletion of the entirety of the Operator’s existing Facilities by the Expiration Date of this Agreement.”

“**ADP Option Term**” shall mean a term extension to March 31, 2031 as stated in Article IV, Section 405 hereof.”

“**Option Term**” shall have the meaning stated in Article IV, Section 404 hereof.”

### **Section 3.**

Section 201. Facilities of the Agreement is hereby amended by adding the following paragraph:

“Operator acknowledges that an airport development project may, if initiated during the ADP Option Term of this Agreement, require the ongoing substitution, addition, and / or deletion of existing Facilities and System components (not including the DAS Head End Room) at the sole cost and expense of the Operator, subject to the ADP Maximum Reinvestment as described in Section 712, below. The Operator shall have the right, but not the obligation, to remove and relocate existing Wi-Fi and DAS System components to ensure a first class service to the traveling public during the ADP Option Term. City and Operator will work collaboratively to ensure that the System continues to provide first class Wi-Fi and DAS service to the traveling public.”

### **Section 4.**

Section 204. Facilities Adjustments of the Agreement is hereby amended by adding the following new paragraphs:

“Beginning upon acceptance of the ADP Option Term (see Section 405, below), the Operator acknowledges that the entirety of the Improvements comprising the Facilities (with the exception of the DAS Head End Room) will be subject to permanent deletion from the Operator’s Facilities on a schedule set out and directed at the sole discretion of the City.

The Operator shall have the right to remove and relocate existing Wi-Fi and DAS System components from the Facilities to relocated and expanded Facilities to ensure a first class service to the traveling public during the ADP Option Term. Notwithstanding the foregoing, the Operator shall have no obligation to demolish System components from any Facilities to be deleted.”

### **Section 5.**

Section 401. Term of the Agreement is deleted in its entirety and substituted with the following:

“Section 401. The “Term” of this Agreement begins on the Commencement Date and expires on the Expiration Date, unless terminated earlier as provided for in this Agreement:

“**Commencement Date**”: March 1, 2015  
“**Expiration Date**”: December 31, 2026”

### **Section 6.**

Article IV of the Agreement is hereby amended by adding the following new Section 404:

“SECTION 404. Option Term. The Director, at his/her sole discretion, may grant one (1) additional one (1) Year Option Term, extending the Term of the Agreement to December 31, 2027 by giving the Operator not less than one (3) months written notice, prior to the Expiration Date. The Operator shall then have thirty (30) days to accept or decline the Option Term.”

#### **Section 7.**

Article IV Term of the Agreement is amended by adding the following new Section 405, entitled “ADP Option Term”:

“SECTION 405. ADP Option Term. At any time after the Effective Date of this Second Amendment but not less than sixty (60) days prior to the expiration date of the Option Term, the Director, at his/her sole discretion, may issue the “ADP Option Term Notice” extending the Term of the Agreement to March 31, 2031. The Operator shall then have thirty (30) days to accept or decline the ADP Option Term.”

#### **Section 8.**

Article VII of the Agreement is hereby amended by adding the following new Section 711:

“Section 711. Wi-Fi Reinvestment In connection with Operator’s performance under this Agreement, Operator warrants, represents, stipulates and agrees that it will expend or cause to be expended for Improvements a reinvestment amount of not less than **Fifty Thousand Dollars (\$50,000.00)** in upgrade and expansion of the Wi-Fi portion of the System to provide System service to the United States Customs and Border Protection portion of the Facilities (the “**Wi-Fi Reinvestment Requirement**”). Operator must complete or cause to be completed these Improvements in accordance with all requirements of this Agreement including this Article VII. Operator also warrants, represents, stipulates and agrees to timely complete these Improvements satisfying the Wi-Fi Reinvestment Requirement **no later than eight (8) months from the Effective Date of this Second Amendment**, unless delayed further at the City’s direction.

Operator will furnish the Director with satisfactory proof of Build-Out Costs for the Improvements satisfying the Wi-Fi Reinvestment Requirement within one hundred eighty (180) days following completion of Improvements to the Facilities. This proof of the Build-Out Costs must include, at a minimum, an itemized account of all included costs, supported by paid invoices (copies to be provided only if specifically requested by the Director) and certified as accurate by an officer of Operator. Upon completion of the Improvements that satisfy the Wi-Fi Reinvestment Requirement, the Operator will have the total Build-Out Costs for these Improvements certified by an Independent Certified Public Accountant and will supply the resulting audit report to the Director. Operator will provide to the Director any other proof requested by the Director.

Operator is encouraged by City to productively expend the entire amount obligated to Build-Out Costs for Improvements necessary to satisfy the Wi-Fi Reinvestment Requirement, but in the event Operator’s actual expenditures for these Build-Out Costs are less than the total of **Fifty Thousand Dollars (\$50,000.00)**, the entirety of the difference or short-fall will be reallocated and an amount

equal to the difference or short-fall shall be added to the Operator's ADP Maximum Reinvestment under Section 712, below."

#### **Section 9.**

Article VII Term of the Agreement is amended by adding the following new Section 712, entitled "ADP Maximum Reinvestment":

"SECTION 712. ADP Maximum Reinvestment. In the event that the City issues the ADP Option Term Notice (see Section 405, above), and should the Operator elect to accept such notice, Operator warrants, represents, stipulates and agrees that it will expend or cause to be expended for relocation of the DAS Head End Room to a location to be determined by the City, and sufficiently extend the System into the C Concourse Extension and D Concourse to ensure adequate provision of a first class and seamless wi-fi and cellular experience in those locations, including any and all utilities, cabling, and infrastructure of any kind whatsoever, an ADP maximum reinvestment amount not to exceed **One Million Two Hundred Thousand Dollars (\$1,200,000.00)** (the "**ADP Maximum Reinvestment Requirement**"). Operator must complete or cause to be completed these Improvements in accordance with all requirements of this Agreement including Article VII. Operator also warrants, represents, stipulates and agrees to timely complete these Improvements satisfying the ADP Maximum Reinvestment requirement **no later than one (1) years from the ADP Option Term Notice**, unless delayed further at the City's direction.

#### **Section 10.**

Exhibit A of the Agreement, entitled "Facilities," is hereby amended by adding the following new location: the Airport's International Arrivals areas and entitled "**United States Customs and Border Protection**" as shown on the attached Exhibit A-1.

#### **Section 11.**

Upon acceptance of the ADP Option Term (see Section 405, above), Exhibit A of the Agreement, entitled "Facilities," is hereby amended by adding the following new locations, which shall then be subject to future removal from the Facilities on a schedule set out and directed at the sole discretion of the City:

- a. the end of the public areas of the C Concourse entitled "**C Concourse Extension**" as shown on Exhibit A-2;
- b. the D Concourse between the Airport C Concourse Security Checkpoint and Terminal 2, entitled "**D Concourse**" as shown on Exhibit A-2; and
- c. a relocated DAS Head End Room as described in Section 201 above.

#### **Section 12.**

Section 1531. FAA Non-Discrimination of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1531:

“SECTION 1531. FAA NON-DISCRIMINATION.

- A. Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Operator transfers its obligation to another, the transferee is obligated in the same manner as Operator. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.
- B. During the performance of this contract, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places

of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. During the performance of this Agreement, Operator, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Operator (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Operator, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of a Operator's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Operator under the contract until the Operator complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. **Incorporation of Provisions:** The Operator will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.
- D. The Operator for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- E. With respect to Permits, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the Permit and to enter or re-enter and repossess said land and the facilities."

**Section 13.**

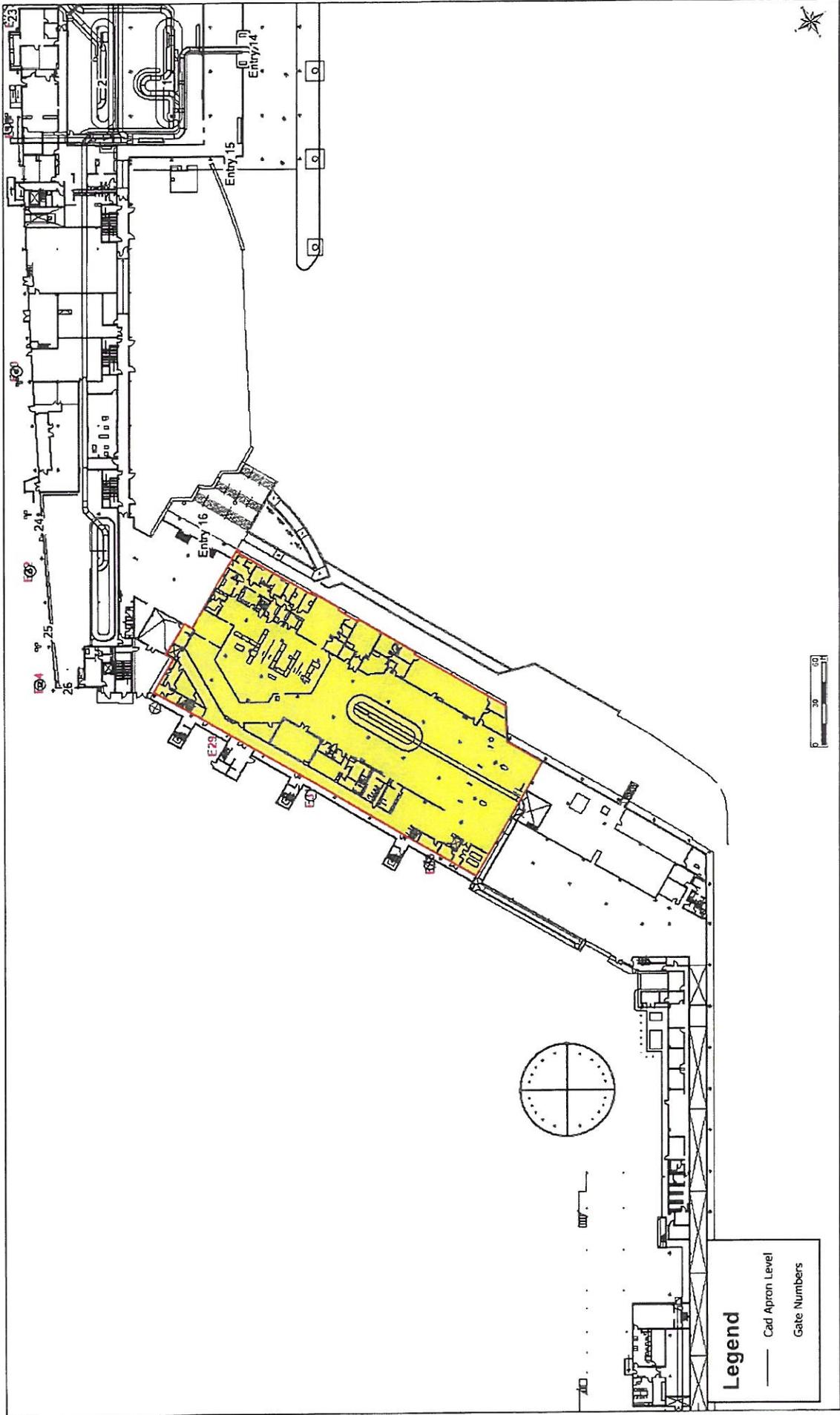
All other terms, covenants and conditions of the Agreement not inconsistent with this Second Amendment are unchanged and are hereby ratified and approved and remain in full force and effect.



**EXHIBIT "A-1"**

**FACILITIES**

**UNITED STATES CUSTOMS AND BORDER PROTECTION**



<p><b>STL</b> ST. LOUIS LAMBERT INTERNATIONAL AIRPORT.</p>	<p><b>St. Louis Lambert International Airport US Customs</b></p>	<p><b>Coordinate System:</b>        UTM Plane Coordinate, Meridian East Zone        North American Datum 1983 (Survey Feet)</p>	<p>Prepared By: STLAM        Date: 10/27/2025        Review and Approval By:        Date:</p>
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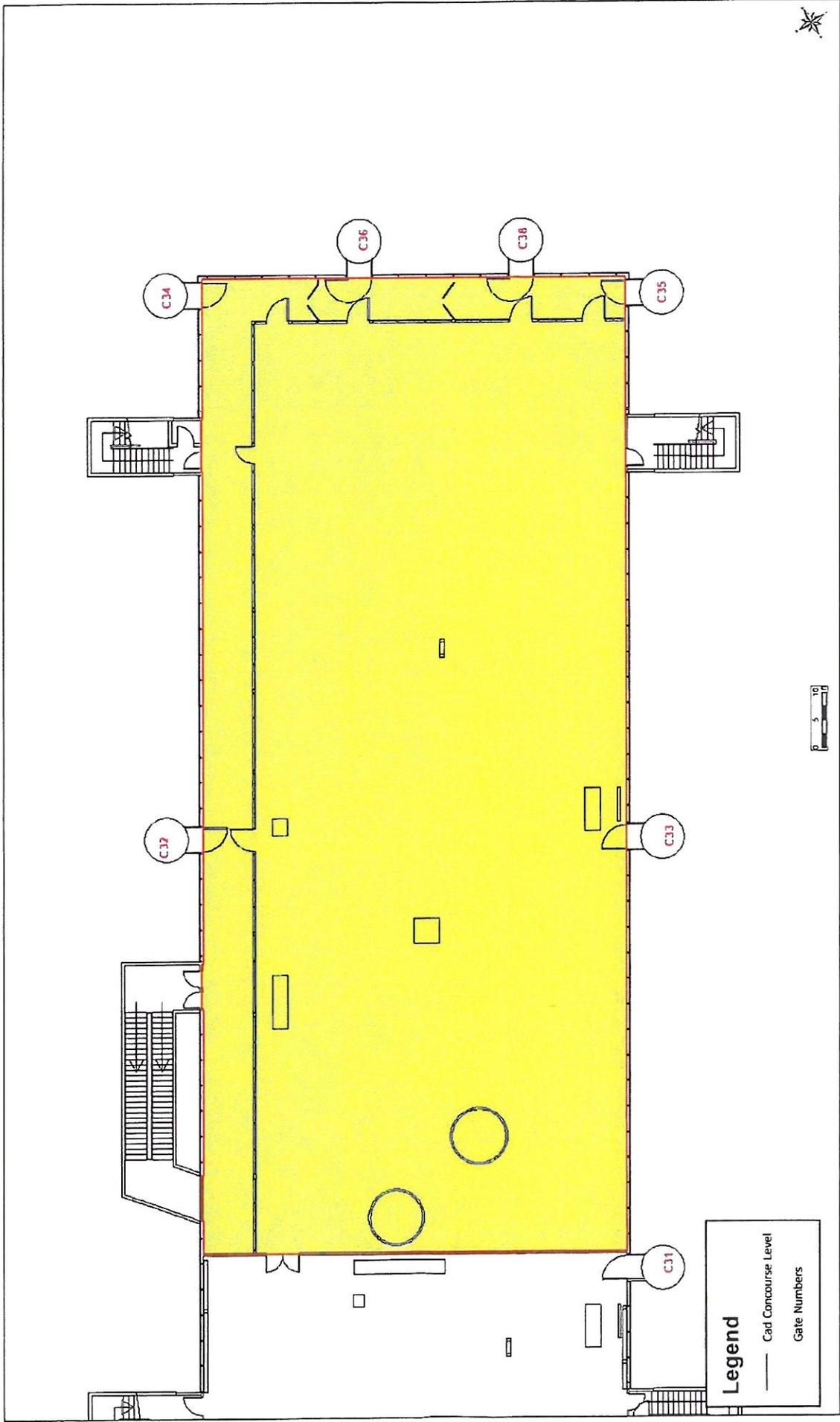
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**EXHIBIT "A-2"**

**FACILITIES**

**C CONCOURSE EXTENSION**

**D CONCOURSE**



Prepared By: STAA  
 Date: 10/1/2023  
 Reviewed and Approved By:  
 Date:

**Coordinate System:**  
 State Plane Coordinate, Missouri East Zone  
 Norm American Datum 1983 Survey Feet  
 DAK:

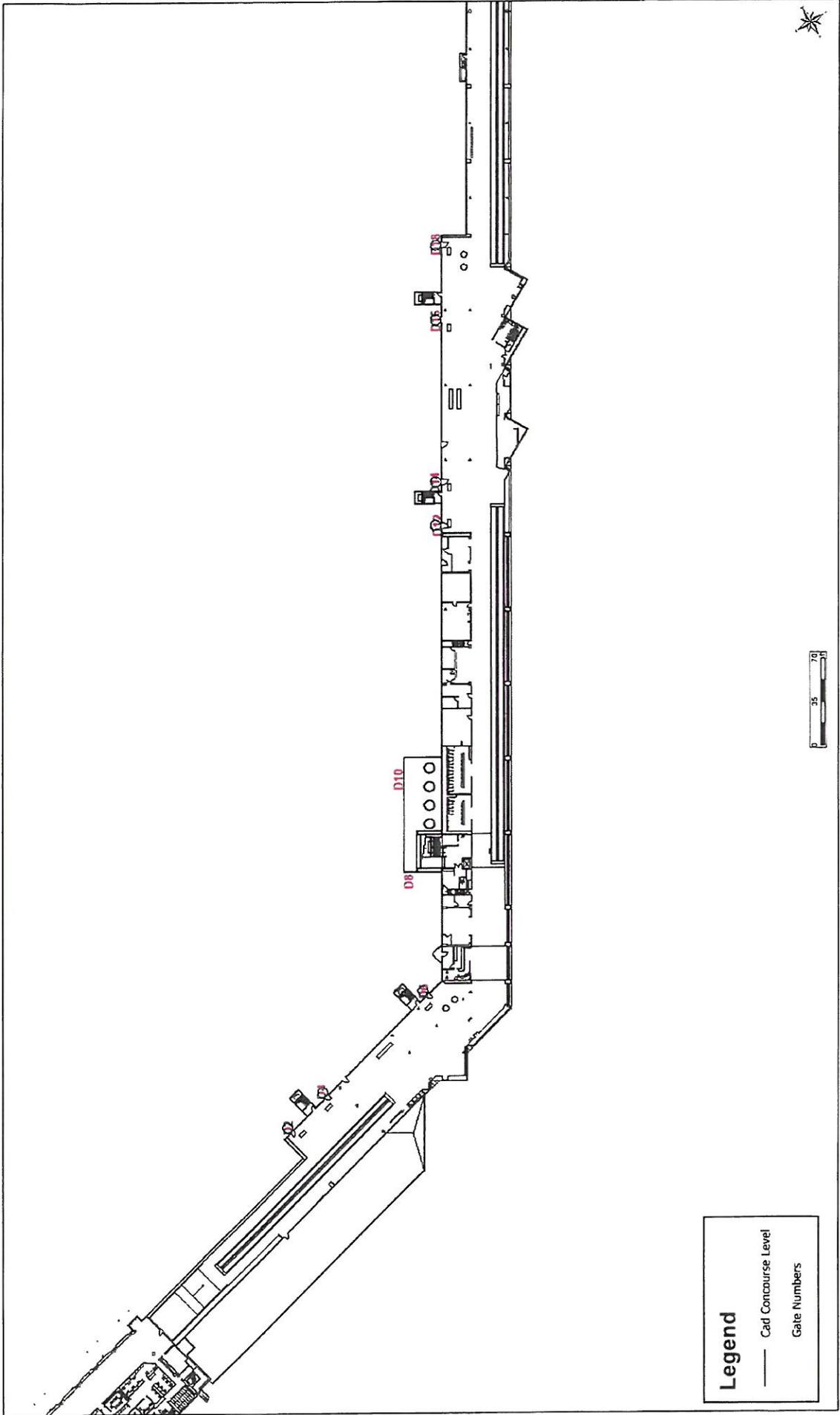
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**St. Louis Lambert International Airport**  
**C Concourse Extension**


**ST. LOUIS LAMBERT**  
**INTERNATIONAL AIRPORT**

**Legend**  
 — Cad Concourse Level  
 Gate Numbers





**Legend**

- Cad Concourse Level
- Gate Numbers

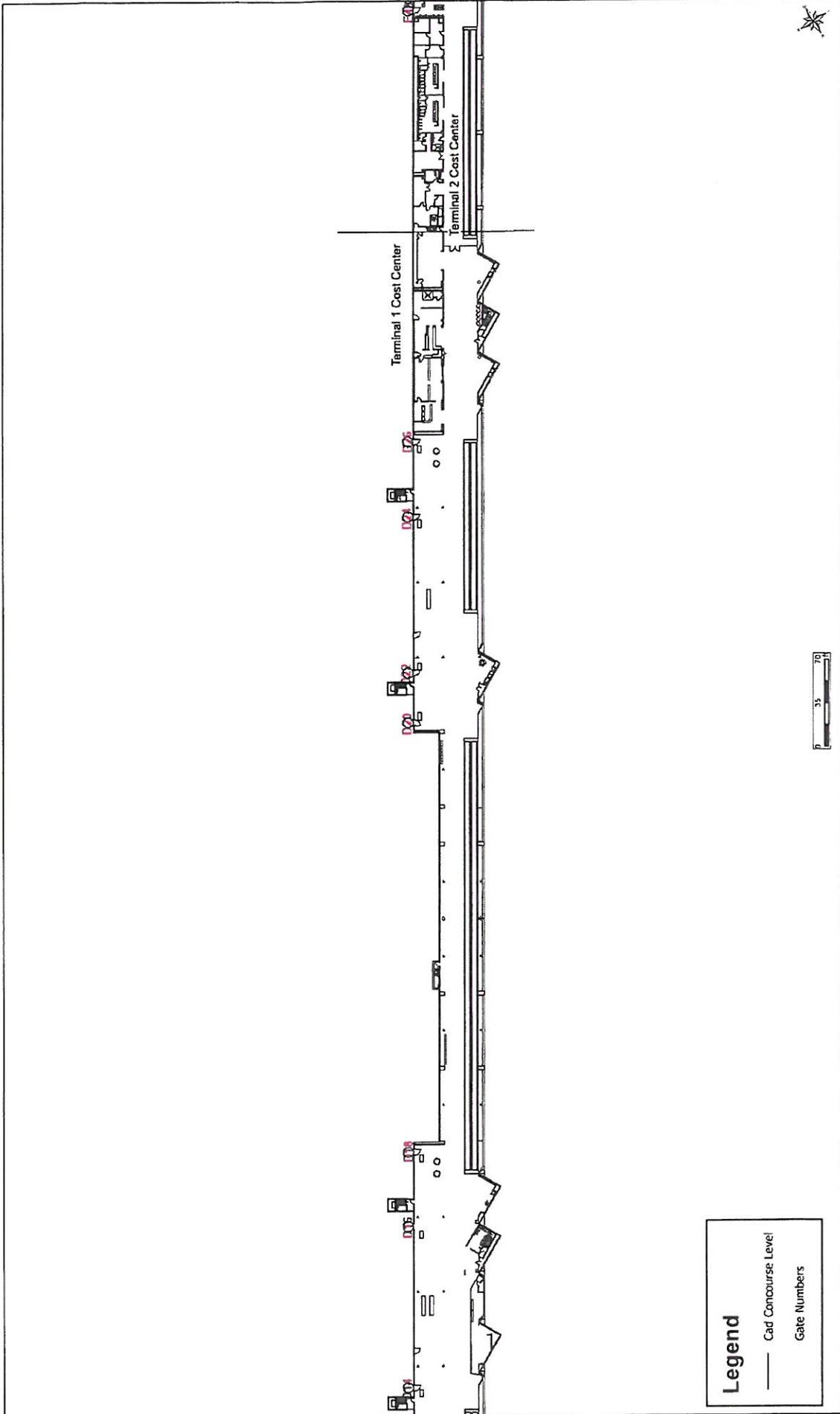


**St. Louis Lambert International Airport  
D Concourse (a)**

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**Coordinate System:**  
State Plane: Central, Missouri East Zone  
North American Datum 1983 Survey Foot

**Prepared By:** STLA  
**Date:** 10/21/02  
**Reviewed and Approved By:**  
**Date:**



**Legend**

— Cad Concourse Level

Gate Numbers



**St. Louis Lambert International Airport**  
**D Concourse (b)**

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**Coordinate System:**  
 State Plane, Colorado, Meridian East, Zone North American Datum 1983 Survey Feet

Prepared By: STAA  
 Date: 02/17/20  
 Reviewed and Approved By:  
 Date:

**BOARD BILL NUMBER 103**  
**FISCAL NOTE**

Preparer’s Name Robert Salarano

Phone Number or Email Address (will be available publicly) [rcsalarano@flystl.com](mailto:rcsalarano@flystl.com)

Bill Sponsor Alderman Shane Cohn

<b>Bill Synopsis:</b>	Concourse Communications, LLC Second Amendment – WiFi and Data Antenna Services Operating Agreement
<b>Type of Impact:</b>	N/A Revenue Agreement
<b>Agencies Affected:</b>	Airport Authority

**SECTION A**

**Does this bill authorize:**

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? \_\_\_ Yes \_\_\_ X No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? \_\_\_ Yes \_\_\_ X No
- A commitment of city funding in the future under certain specified conditions? \_\_\_ Yes \_\_\_ X No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? \_\_\_ Yes \_\_\_ X No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? \_\_\_ Yes \_\_\_ X No
- A capital improvement project that increases operating costs over the current adopted city budget? \_\_\_ Yes \_\_\_ X No
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? \_\_\_ Yes \_\_\_ X No

**If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.**

**SECTION B**

- Does the bill require the construction of any new physical facilities?  Yes  No

- If yes, describe the facilities and provide the estimated cost:

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- Is the bill estimated to have a direct fiscal impact on any city department or office?  Yes  No

- If yes, explain the impact and the estimated cost:

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- Does the bill create a program or administrative subdivision?  Yes  No

- If yes, then is there a similar existing program or administrative subdivision?

- Yes  No

- If yes, explain the how the proposed programs or administrative subdivisions may overlap:

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- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

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Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

<b>Financial Estimate of Impact on General Fund</b>			
<b>Fiscal Impact</b>	<b><u>Year 1 (current)</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
<b>Additional Expenditures</b>	NA	`NA	NA
<b>Additional Revenue</b>	NA	`NA	NA
<b>Net</b>	NA	`NA	NA
<b>Financial Estimate of Impact on Special Funds</b>			
<b>Fiscal Impact</b>	<b><u>Year 1 (current)</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
<b>Additional Expenditures</b>	NA	`NA	NA
<b>Additional Revenue</b>	NA	`NA	NA
<b>Net</b>	NA	`NA	NA

- Describe any assumptions used in preparing this fiscal note:

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- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

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- Have the financial estimates of this bill been verified by the City Budget Division?  Yes  No

○ If yes, by whom? \_\_\_\_\_ .