

ORDINANCE #71292
Board Bill No. 181

An ordinance pertaining to electric vehicle charging stations, amending **Ordinance #70797** which adopted the 2018 International Existing Building Code, as amended, and codifying said changes in Chapter 25 of the Revised Code of the City of St. Louis; and containing a Severability Clause, Savings Clause and an Effective date.

WHEREAS, the use of vehicles powered by electricity is growing in the United States and should be encouraged for the benefit of the environment and human health, and is consistent with the Sustainability Plan of the City of St. Louis; and

WHEREAS, the air pollution levels in the City of St. Louis have not met the National Ambient Air Quality Standard for ozone for the past twenty-eight (28) years and this harmful pollution forms from vehicle exhaust and other industrial processes, and, according to the American Lung Association, is responsible for respiratory harm, chronic obstructive pulmonary disease (COPD) exacerbations, asthma attacks, heart attacks, strokes, and premature deaths; and

WHEREAS, the report "Environmental Racism in St. Louis" published in 2019 by the Interdisciplinary Environmental Clinic at the School of Law at Washington University in St. Louis highlights that Black, Indigenous People of Color (BIPOC) are exposed to a greater share of the pollution than the rest of St. Louis and that many neighborhoods bordering major highways are majority-Black, increasing exposure to harmful emissions from vehicles; and

WHEREAS, 17% of St. Louis' greenhouse gas emissions are from transportation, and electric vehicles (EVs) in Missouri currently emit 33% fewer greenhouse gases than gasoline vehicles, and we can expect this number to improve as more solar and wind power replace fossil fuel energy on the electric grid; and

WHEREAS, this bill will ensure that electric Vehicle Charging Stations will be installed as set forth herein; and

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

SECTION ONE. Amendments to Chapter One of the 2018 International Existing Building Code, as amended and adopted by **Ordinance 70797**, shall be as follows:

Section 107.2 is amended to read:

107.2 CONSTRUCTION DOCUMENTS. Construction documents shall be in accordance with Sections 107.2.1 - 107.2.10

Section 107.2.10 is added:

107.2.10 INFORMATION FOR ELECTRIC VEHICLE CHARGING STATIONS. Construction documents shall include electric vehicle charging stations with system installation requirements set forth in Section 908.1 and the Electrical Code.

SECTION TWO. Section 202 of Chapter Two is hereby amended by adding the following definitions to the listed definitions.

ELECTRIC VEHICLE READY SPACE: A designated parking space which is provided with one 50 ampere, 208/240 volt dedicated branch circuit for EVSE servicing Electric Vehicles. The circuit shall terminate in a suitable termination point such as a receptacle or junction box and be located in the close proximity to the proposed location of the Electric Vehicle parking space.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE): The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

EVSE INSTALLED SPACE: A designated parking space which is provided with EVSE installed.

SECTION THREE. Chapter Two of the IEBC is amended by adding Section 908, as follows:

SECTION 908

ELECTRIC VEHICLE CHARGING STATIONS

908.1 Electric vehicle charging stations. Electric vehicle charging stations shall be installed in accordance with NFPA 70. Electric vehicle charging system equipment shall be listed and labelled in accordance with UL 2202. Electric vehicle supply equipment shall be listed and labelled in accordance with UL 2594. Accessibility to electric vehicle charging stations shall be provided in accordance with Section 305. Where an EV Ready or EVSE Installed parking space is required, at least one EV Ready or EV Installed parking space shall be installed adjacent to an ADA accessible parking space, when an ADA accessible parking space is also required.

Where the calculation of percent served results in a fractional parking space, it shall be rounded up to the next whole number if the fraction is .5 (1/2) of a parking space or greater. This requirement does not apply to buildings without a designated parking space, nor does this requirement apply to parking spaces located in the public right of way.

For the following Use Groups Level 3 alterations shall require installation of EV Ready Spaces and Electric Vehicle Supply Equipment (EVSE) in accordance with Tables 908.1.1 through Table 908.1.5:

TABLE 908.1.1

NON-RESIDENTIAL USE GROUPS WITH EV READY AND EVSE INSTALLED
REQUIREMENT PER TABLE 908.1.2

Use Group	Applicability
A1	All
A2	Casinos uses only, excluding all other uses within A2
A3	Excluding places of religious worship
A4	All
A5	All
B	All
E	Excluding daycare uses as defined by Section 305.2
I2	Hospital uses only as defined by Section 308.3.1.2, Condition 2
M	All
S2	Parking garages, open or enclosed only, excluding all other uses within S-2

TABLE 908.1.2

EV READY AND EVSE INSTALLED SPACE REQUIREMENTS FOR
NON-RESIDENTIAL USE GROUPS

Total Number of Parking Spaces	Minimum Number of EV Ready Spaces	Minimum Number of EVSE Installed Spaces
10-30 spaces	1 space	0 spaces
31-49 spaces	2 spaces	1 space
50 spaces and greater	5% of total parking spaces	2% of total parking spaces

TABLE 908.1.3

RESIDENTIAL USE GROUPS WITH EV READY AND EVSE INSTALLED
REQUIREMENT PER TABLES 908.1.4 AND 908.1.5

Use Group	Applicability
R1	All
R2	All

TABLE 908.1.4

EV READY AND EVSE INSTALLED SPACE REQUIREMENTS FOR RESIDENTIAL
USE GROUPS, JANUARY 1, 2022 THROUGH DECEMBER 30, 2024.

Total Number of Parking Spaces	Minimum Number of EV Ready Spaces	Minimum Number of EVSE Installed Spaces
5-20 spaces	1 space	0 spaces
21-49 spaces	2 spaces	1 space
50 spaces and greater	5% of total parking spaces	2% of total parking spaces

TABLE 908.1.5

EV READY AND EVSE INSTALLED SPACE REQUIREMENTS FOR RESIDENTIAL
USE GROUPS, JANUARY 1, 2025 AND AFTER

Total Number of Parking Spaces	Minimum Number of EV Ready Spaces	Minimum Number of EVSE Installed Spaces
5-20 spaces	1 spaces	0 spaces
21-49 spaces	2 spaces	1 space
50 spaces and greater	10% of total parking spaces	2% of total parking spaces

SECTION FOUR. Severability. In the event any part or provision of this ordinance is held to be illegal or void, this shall not have the effect of making void or illegal any other parts or provisions thereof, which are determined to be legal; and it shall be presumed that this ordinance would have been passed without such illegal parts or provisions. Any invalid part of this ordinance shall be segregated from the remainder of this ordinance by the court holding such part invalid, and the remainder shall remain effective.

SECTION FIVE. SAVINGS CLAUSE. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending on any court, or any rights acquired, or any cause or causes of action acquired or existing under any current act or ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION SIX. PENALTY CLAUSE. Any person who shall violate a provision of this ordinance or shall fail to comply with any provision thereof, or who shall erect, construct, alter, extend, repair, remove, demolish, use, or occupy any building, structure or premises, or equipment regulated by this code in violation of an approved construction document or directive of the building official or the Board of Building Appeals, or of a permit or certificate issued under the provisions adopted in this ordinance, shall, upon conviction thereof, be punished by a fine or not more than \$500.00, or by imprisonment not exceeding 90 days, or both such a fine and imprisonment. Each day that a violation continues shall constitute a separate and distinct offence.

SECTION SEVEN. EFFECTIVE DATE. After this bill is signed by the Mayor of the City of St. Louis, this ordinance will become effective on January 1st, 2022.

**BOARD BILL NUMBER 181
FISCAL NOTE**

Preparer's Name: **Scott Ogilvie**

Phone Number or Email Address: ogilvies@stlouis-mo.gov

Bill Sponsor: **Alderman Heather Navarro**

Bill Synopsis:	This legislation requires level 3 renovations governed by the International Existing Building Code (Ordinance 70797) to meet a minimum electric vehicle ready requirement, with exemptions and effective dates. The ordinance will be administered in the normal course of plan review by the Building Division.
Type of Impact:	Basic training for building inspectors and is part of the existing plan review process.
Agencies Affected:	Building Division

**SECTION A
Does this bill authorize:**

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? _____ Yes No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget? _____ Yes No.
- A commitment of city funding in the future under certain specified conditions? _____ Yes 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 No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements? _____ Yes No.
- A capital improvement project that increases operating costs over the current adopted city budget? _____ Yes 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 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:

- 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:

- 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:

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

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.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0

- Describe any assumptions used in preparing this fiscal note:
The ordinance will be administered in the normal course of plan review by the Building Division.
- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:
Frank Oswald, City of St. Louis Building Commissioner, has informed the Office of the Mayor through this communication that a fiscal note is not necessary since there is no additional cost to the City of St. Louis, MO upon the passage of this legislation.
- Have the financial estimates of this bill been verified by the City Budget Division? ____ Yes X No.
 - If yes, by whom? _____.

Approved: February 11, 2021

ORDINANCE #71293
Board Bill No. 183
As Amended

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City"), owner and operator of St. Louis Lambert International Airport (the "Airport") to enter into and execute on behalf of the City the OHM Concession Group, LLC, Local Concept Food and Beverage First Amended and Restated Concession Agreement, AL-120 ("Agreement") between the City and OHM Concession Group, LLC. ("Concessionaire") granting to Concessionaire, subject to and in accordance with the terms, covenants and conditions of the Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Article II of the Agreement that was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the OHM Concession Group, LLC, Local Concept Food and Beverage First Amended and Restated Concession Agreement, AL-120 ("Agreement") between the City and OHM Concession Group, LLC, ("Concessionaire"), that was approved by the City's Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"** which is attached hereto and made a part hereof.

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

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the City's Charter and will become effective immediately upon its approval by the City's Mayor.

ORDINANCE #71293
Board Bill No. 183
ATTACHMENT 1
OHM CONCESSION GROUP, LLC
FIRST AMENDED AND RESTATED CONCESSION AGREEMENT
(Is On File in the Register's Office.)

BOARD BILL NUMBER 183
AS AMENDED
FISCAL NOTE

Preparer's Name: Rochelle Pruitt

Phone Number or Email Address: (will be available publicly) rapruitt@flystl.com

Bill Sponsor: Alderwoman Marlene Davis

Bill Synopsis:	First Amended and Restated Concession Agreement
Type of Impact:	N/A Revenue Agreement
Agencies Affected:	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 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:

- 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:

- 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:

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

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.

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

- Describe any assumptions used in preparing this fiscal note:

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

- Have the financial estimates of this bill been verified by the City Budget Division? _____ Yes _____ No.
 - If yes, by whom? _____.

Approved: February 11, 2021

ORDINANCE #71294
Board Bill No. 184

Pursuant to **Ordinance 68937**, an ordinance authorizing the honorary street name Dorothy Jackson Johnson Way, which shall begin at the intersection of Carter Avenue and Alice Avenue and run north on Alice Avenue to the intersection of Alice Avenue and West Florissant Avenue.

WHEREAS, Dorothy Jackson Johnson was a pillar of the North St. Louis community for over forty years, and was affectionately known as "Mrs. Jackson" and "Granny" throughout the O'Fallon Neighborhood; and

WHEREAS, in 1980 Dorothy Jackson Johnson opened the Magic Dragon Palace Restaurant in the 21st Ward, which she operated until her passing on October 6, 2020.

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

SECTION ONE. Dorothy Jackson Johnson Way shall begin at the intersection of Carter Avenue and Alice Avenue and run north on Alice Avenue to the Intersection of Alice Avenue and West Florissant Avenue.

SECTION TWO. Pursuant to **Ordinance 68937**, at least sixty percent of all registered voters and / or persons owning a business on Alice Avenue between the intersections of Carter Avenue and Alice Avenue and Alice Avenue and West Florissant Avenue have signed a petition in support of this honorary street name.

SECTION THREE. Upon receipt of payment for manufacturing and installing the honorary street signs, the Director of Streets shall install the honorary street sign, Dorothy Jackson Johnson Way, at the intersection of Carter Avenue and Alice Avenue and, if funds remain, at the intersection of Alice Avenue and West Florissant Avenue.

ORDINANCE #71294
Board Bill No. 184
Petition and Maps
(Is On File in the Register's Office.)

Approved: February 11, 2021

ORDINANCE #71295
Board Bill No. 185

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for The City of St. Louis (the "City") to enter into and execute on behalf of the City a St. Louis Lambert International Airport® ("Airport") "First Amendment" to its Airport Use and Lease Agreement and, when applicable, its Airport Use and Lease Agreement with Cargo Addendum, with a term ending June 30, 2021 (the "Use Agreement"), as authorized by City Ordinance No. 70273 approved May 25, 2016, for the use of the Airport; said First Amendment to the Use Agreement to be between the City and any airline operator listed in **ATTACHMENT "A"**, which is attached hereto and incorporated herein, executing the First Amendment, which First Amendment was approved by the City's Airport Commission, and is attached hereto as **ATTACHMENT "B"** and made a part hereof; providing that the provisions set forth in this Ordinance will be applicable exclusively to the agreements approved or authorized by this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller for the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City of St. Louis a Lambert International Airport® ("Airport") "First Amendment" to the Airport Use and Lease Agreement and, when applicable, its Airport Use and Lease Agreement with Cargo Addendum, with a term ending June 30, 2021 (the "Use Agreement"), as authorized by City Ordinance 70273 approved May 25, 2016, between the City and any airline operator listed in **ATTACHMENT "A"** to this Ordinance, which is attached hereto and incorporated herein, executing the First Amendment to the Use Agreement that was approved by the City's Airport Commission, and which First Amendment is to read in words and figures substantially as set out in **ATTACHMENT B**, which is attached hereto and made a part hereof.

SECTION TWO. The terms, covenants, and conditions set forth in the Ordinance are applicable exclusively to the agreements, documents, and instruments approved or authorized by this Ordinance and are not 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 the City that are in conflict with this Ordinance will be of no force or effect as to the agreements, documents, or instruments approved or authorized by this Ordinance.

SECTION THREE. The sections, conditions, or provisions of this Ordinance or portions thereof are severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections, conditions, or provisions or portion thereof of this Ordinance unless the court making such finding determines that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION FOUR. This being an ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and will become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT "A"

List of Airlines Eligible to Sign the First Amendment to the Airport Use and Lease Agreement.

Air Canada

Air Choice One

Alaska Airlines, Inc.

American Airlines, Inc.

Cape Air

Delta Air Lines, Inc.

Federal Express Corporation

Frontier Airlines

Southwest Airlines Co.

United Air Lines, Inc.

United Parcel Service Co.

ATTACHMENT B

THE CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

FIRST AMENDMENT
TO
AIRPORT USE AND LEASE AGREEMENT

[AIRLINE NAME]
NO. AL-___

TABLE OF CONTENTS

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ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
FIRST AMENDMENT TO AIRPORT USE AND LEASE AGREEMENT
[AIRLINE NAME]

This First Amendment ("First Amendment") to the Airport Use and Lease Agreement ("Agreement") is dated _____, 2020, and is between The City of St. Louis, Missouri ("City"), and _____, a corporation organized and existing under the laws of the State of _____.

RECITALS

WHEREAS, the City owns and operates the St. Louis Lambert International Airport, located in the County of St. Louis, State of Missouri;

WHEREAS, the parties entered into the Agreement as authorized by City Ordinance No. 70273 approved May 25, 2016, which Agreement is set to expire at midnight local time on June 30, 2021;

WHEREAS, the parties desire to amend the Agreement to their mutual benefit, including extending the term of the Agreement in order to provide more time to negotiate the terms of a new agreement, and making corresponding changes to the airline Signatory Commitment; and

WHEREAS, the Agreement provides (at Section 1502) that it "may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties."

The parties, therefore, agree as follows:

Section 1. Extension to the Term of the Agreement

In order to extend the Term by one (1) year and add a one (1) year renewal option, Section 201 "Term" is hereby deleted in its entirety and the following new Section 201 "Term" is substituted in lieu thereof.

"Section 201. Term

The term of this Agreement ("Term") will commence on July 1, 2016 (the "Commencement Date") and will expire at midnight local time on June 30, 2022, unless sooner terminated or extended pursuant to the provisions of this Agreement.

(A) Renewal Option. The Airport Director, on behalf of the City, in the best interest of the City, Airport, and the traveling public, and the Airline, may, upon written notice by Airline provided to the City no less than one hundred twenty (120) days prior to expiration, mutually agree to extend the Term of this Agreement by one (1) year so that the Term

of the Agreement will expire at midnight local time on June 30, 2023 (“Renewal Option”), such renewal to be documented in writing and signed by the Airport Director.

Section 2. Adjustments to Signatory Commitment

In order to accommodate the extension of the Term and adjust the Signatory Commitment, Section 101 “Meanings and Construction” is amended by striking the amount “\$1,000,000”, substituting in lieu thereof “\$1,200,000”. The City and Airline further agree that if the parties hereto extend the Term by exercising the Renewal Option, as provided for in Section 201 “Term” of this Agreement, the definition of Signatory Commitment in Section 101 will be deemed amended by striking the amount “\$1,200,000” and substituting in lieu thereof “\$1,400,000”.

Section 3. Adjustment to Section 501(A) of the Agreement

In order to accommodate the adjustment to the Signatory Commitment, Section 501(A) is hereby amended by deleting Section 501(A) in its entirety and substituting in lieu thereof the following new Section 501(A):

“(A) In consideration for the rights and privileges granted to Airline pursuant to this Agreement, Airline hereby commits to the Signatory Commitment.”

Section 4. All Other Terms

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

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this First Amendment as of date first written above.

THE CITY OF ST. LOUIS, MISSOURI, OWNER & OPERATOR OF ST. LOUIS LAMBERT INTERNATIONAL AIRPORT:

Pursuant to Ordinance _____, approved _____, 2021.

The foregoing First Amendment was approved by the Airport Commission at its meeting on _____, 2020.

BY:

Commission Chairperson Date
and Director of Airports

The foregoing First Amendment was approved by the Board of Estimate and Apportionment at its meeting on _____, 2020.

BY:

Secretary, Board of Estimate & Date
Apportionment

APPROVED AS TO FORM ONLY:

BY: _____
City Counselor Date

COUNTERSIGNED:

BY: _____
Comptroller Date

ATTESTED:

By: _____
Register Date

[AIRLINE NAME]

BY:

Title: Date

ATTESTED TO:

BY:

Title: Date

**BOARD BILL NUMBER 185
FISCAL NOTE**

Preparer's Name: Rochelle Pruitt

Phone Number or Email Address: (will be available publicly) rapruitt@flystl.com

Bill Sponsor: Alderwoman Marlene Davis

Bill Synopsis:	First Amendment to the Airport Use and Lease Agreement
Type of Impact:	N/A Revenue Agreement
Agencies Affected:	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:

- 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:

- 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:

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

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.

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

- Describe any assumptions used in preparing this fiscal note:

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

- Have the financial estimates of this bill been verified by the City Budget Division? ___ Yes ___ No.
 - If yes, by whom? _____.

Approved: February 11, 2021

ORDINANCE #71296
Board Bill No. 186

An Ordinance recommended by the Planning Commission on December 2, 2020, to change the zoning of property as indicated on the District Map, from the "C" Multiple-Family Dwelling District to the "G" Local Commercial and Office District, in

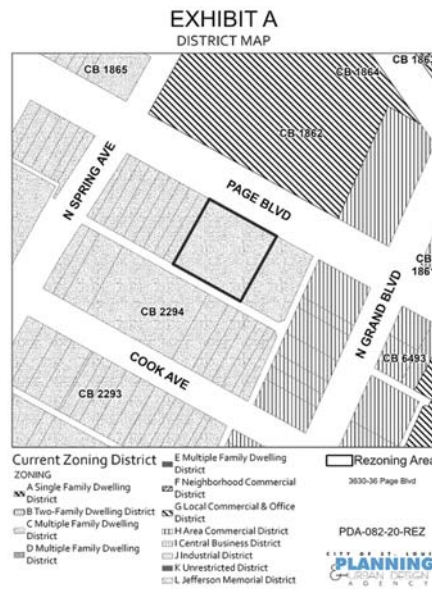
City Block 2294 (3636 Page Blvd.), so as to include the described parcel of land in City Block 2294; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 2294 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described and shown in **Exhibit A** as follows:

The Western 20 feet of Lot 2, all of Lots 3, 4, 5, 6, 7 and 8 of Henry Stagg's Subdivision in block 2294 of the City of St. Louis, together fronting 170 feet on the South line of Page Boulevard by a depth Southwardly of 165 feet to an alley.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: February 11, 2021

ORDINANCE #71297
Board Bill No. 187

An Ordinance recommended by the Planning Commission on December 2, 2020, to change the zoning of property as indicated on the District Map, from the "K" Unrestricted District to the "H" Area Commercial District, in City Block 9097 (4565, 4565R and 4591 McRee Avenue), so as to include the described parcels of land in City Block 9097; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 9097 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in **Exhibit A** as follows:

LOT 1

Address: 4591 McRee Avenue

A tract of land being all of Lot 1 of the Subdivision of Part of Out Lot 97, as recorded in Plat Book 08292019, Page 0003 of the City of St Louis records, being located in parts of U.S. Surveys 3294, 1520 and 1521, City of St. Louis Missouri more particularly described as follows:

Beginning at the southwest corner of said Lot 1, said point also being located on the Northern right-of-way line of McRee Avenue, 60 feet wide, 942.46 feet easterly by record of the East line of Kingshighway Boulevard (160 feet wide) said point also being the southeastern corner of a tract of land as conveyed to Mississippi River Transmission Corporation, by instrument recorded in Book 300M, Page 2092 of the City of St. Louis records; thence along the common lines of said Mississippi River Transmission Corporation and said Lot 1 the following courses and distances: North 09 degrees 17 minutes 48 seconds East, 308.01 feet; North 36 degrees 20 minutes 10 seconds East, 122.18 feet; North 48 degrees 02 minutes 13 seconds East, 108.37 feet; North 41 degrees 57 minutes 47 seconds West, 27.11 feet and South 48 degrees 02 minutes 13 seconds West, 53.74 feet to the southeastern corner of Lot 2 of above said subdivision; thence along the eastern line of Lot 2, North 09 degrees 17 minutes 48 seconds East, 118.44 feet to the southern right-of-way line of the Burlington Northern Railroad Company, said point also being located on a curve to the left having a radius of 5779.65 feet; thence along said curve and last said right-of-way line an arc length of 571.18 feet and a chord which bears South 81 degrees 03 minutes 04 seconds East, 570.95 feet to the northeastern corner of above said Lot 1; thence along eastern line of said Lot 1 the following: South 06 degrees 08 minutes 16 seconds West, 29.00 feet and South 42 degrees 45 minutes 00 seconds West, 669.04 feet to the north right-of-way line of above said McRee Avenue; thence along said right-of-way line, North 83 degrees 03 minutes 00 seconds West, 272.54 feet to the POINT OF BEGINNING.

Containing 254,049 square feet or 5.832 acres, more or less

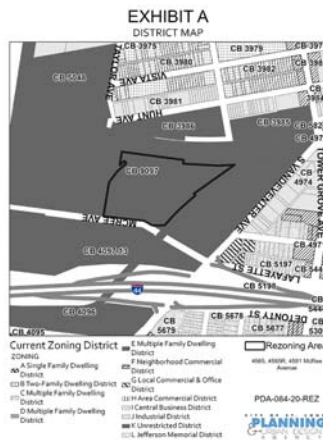
Address: 4565 & 4565R McRee Avenue

A tract of land being part of OUT LOT 97, of the City of St. Louis, Missouri being more particularly described as follows:

Beginning at a found iron pipe at the southwest corner of a tract of land as conveyed to Green Street 4565 McRee Investors, LLC by instrument recorded on June 19, 2019 as Document No. 35, said point also being located on the north right-of-way line of McRee Avenue, 60 feet wide; thence along the northwestern line of said Green Street 4565 McRee Investors, LLC tract, North 42 degrees 45 minutes 00 seconds East, 669.04 feet to a found iron pipe located on the southern right-of-way line of Missouri Pacific Rail Road, variable width, said point also being located on a curve to the left having a radius of 5,808.65 feet; thence along said curve and last said right-of-way line with an arc length of 300.48 feet and a chord which bears South 85 degrees 17 minutes 15 seconds East, 300.45 feet and North 86 degrees 32 minutes 15 seconds East, 138.46 feet to the northwestern right-of-way line of the Missouri Pacific Rail Road, variable width; thence along said right-of-way line, South 55 degrees 02 minutes 15 seconds West, 218.54 feet to the beginning of a non-tangential curve to the left, having a radius of 1,550.00 feet; thence along said curve with an arc length of 149.45 feet and a chord which bears South 52 degrees 17 minutes 00 seconds West, 149.39 feet; thence South 47 degrees 15 minutes 00 seconds East, 22.67 feet to the beginning of a non-tangential curve to the left having a radius of 2284.76 feet; then along said curve with an arc length of 347.24 feet and a chord which bears South 47 degrees 07 minutes 49 seconds West, 346.91 feet; thence South 42 degrees 47 minutes 21 seconds West, 37.70 feet to the north right-of-way line of above said McRee Avenue; thence along said right-of-way line the following courses and distances: North 83 degrees 03 minutes 00 seconds West, 112.87 feet; North 58 degrees 45 minutes 06 seconds West, 72.91 feet and North 83 degrees 03 minutes 00 seconds West, 94.88 feet to the POINT OF BEGINNING.

Containing 184,643 square feet or 4.239 acres, more or less.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: February 11, 2021

ORDINANCE #71298
Board Bill No. 188

An Ordinance recommended by the Planning Commission on December 2, 2020, to change the zoning of property as indicated on the District Map, from the "A" Single-Family Dwelling District to the "C" Multiple-Family Dwelling District, in City Block 4634.05 (6135 Lloyd Avenue and 1515, 1517, 1521 & 1523 West Billon), so as to include the described parcels of land in City Block 4634.05; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 4634.05 is hereby changed to the "C" Multiple-Family Dwelling District, real property being particularly described and shown in **Exhibit A** as follows:

Parcel 1: A Lot in Anthony and Kuhn's Subdivision of Sulphur Spring Tract, and in Block No. 4634-N of the City of St. Louis, fronting 40 feet on the West line of an alley, also known as West Billon Avenue, by a depth Westwardly between parallel lines of 219 feet 9 inches, more or less, to an alley; bounded North by a line 440 feet South of and parallel with the North line of said Subdivision.

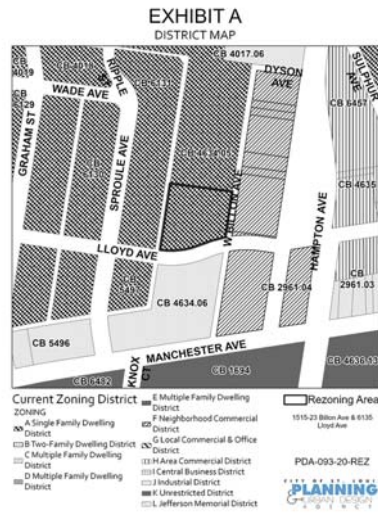
Parcel 2: A lot in Anthony and Kuhn's Subdivision of Lot 3 of D. W. Graham's Subdivision of the Sulphur Spring Tract and in Block 4634-N of the City of St. Louis, beginning at a point in the West line of an alley, 20 feet wide, 416 feet North of the North line of Manchester Avenue, thence Northwardly along the West line of said alley 50 feet, thence Westwardly and parallel with the North line of said Block, 219 feet, more or less, to the West line of said Subdivision, thence Southwardly 50 feet, thence Eastwardly 219 feet, more or less, to the West line of said alley and point of beginning.

Parcel 3: A Lot in Anthony and Kuhn's Subdivision of No. 3 of D.W. Graham's Subdivision of the Sulphur Spring Tract and in Block No. 4634-N, formerly No. 4634 of the City of St. Louis, beginning at a point in the West line of a 20 foot alley, running North and South through said block 359 feet 6 inches North of the North line of Manchester Avenue, said point being also 10 feet 6 inches, more or less, North of the North line of Lloyd Avenue, measured along the West line of said alley; thence North along the West line of said 20 foot alley 50 feet, thence West and parallel with the North line of said Block 219 feet, more or less, to the West line of said Subdivision, or the East line of an alley 16 feet 3 1/2 inches wide; thence South 50 feet; thence East 219 feet, more or less, to the point of beginning.

Parcel 4: A Lot of ground in Anthony & Kuhn's Subdivision of Lot 4 of Graham's Subdivision of the Sulphur Spring Tract and in Block 4634 of the City of St. Louis, beginning at a point in the West line of an alley 20 feet wide, running North and South in said Block, distant 359 feet 6 inches North of the intersection of the North line of Manchester Avenue, with the West line of said alley, thence South 10 feet 6 inches, more or less, to the North line of Lloyd Avenue as established by Ordinance No. 36439 and No. 39343, thence Southwestwardly along the Northwest line of Lloyd Avenue 89 feet 7-1/8 inches, more or less, to a point, thence Westwardly 138 feet, more or less, to a point in the East line of an alley as dedicated in Plat Book 22 page 35, thence North along the East line of said alley 50 feet to a point, thence Eastwardly 200 feet, more or less to the point of beginning.

Parcel 5: Part of Lot 3 of Anthony N Kuhn's Subdivision of the Sulphur Spring Tract, and in Block 4634-N of the City of St. Louis, beginning at a point in the North line of Lloyd Avenue at its intersection with the East line of the alley 16 feet 3/4 inches wide, dedicated in Plat Book 22 page 35, thence Northwardly along the East line of said alley 34 feet, more or less, to the South line of property, now or formerly of James C. Denison and wife, thence Eastwardly along last mentioned line 138 feet, more or less, to the North line of Lloyd Avenue, thence Westwardly along the North line of Lloyd Avenue 140 feet, more less, to the point of beginning.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: February 11, 2021

ORDINANCE #71299
Board Bill No. 189

An Ordinance recommended by the Planning Commission on December 2, 2020, to change the zoning of property as indicated on the District Map, from the "K" Unrestricted District to the "H" Area Commercial District, in City Block 3918.03 (3700-20 Forest Park Avenue and 3850 Foundry Way), so as to include the described parcels of land in City Block 3918.03; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 3918.03 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in **Exhibit A** as follows:

A tract of land situated in the City of St. Louis and the State of Missouri, lying in part of City Blocks 3918E, and being part of Lot 1 Federal Mogul Century City, a subdivision plat, a subdivision filed for record in Book 07092019, Page 0152 of the Land Records of said City of St. Louis, Missouri, and being more particularly described as follows:

COMMENCING at the intersection of the Southern right-of-way line of said Forest Park Avenue, 150 feet wide, and the Eastern right-of way line of Vandeventer Avenue, 80 feet wide, said intersection being the Northwest corner of said City Block 3918E; thence along said Eastern right-of way line of Vandeventer Avenue, South 14 degrees 41 minutes 43 seconds West a distance of 240.21 feet to a set 1/2 inch iron rod marking the intersection of said Eastern right-of way line of Vandeventer Avenue and the Southern line of a 20 foot wide East-West Alley in the Western part of said City Block 3918E as shown on the plat of Forest Park Boulevard Addition by Kehr and Pitzman, a subdivision filed for record in Plat Book 14 page 27 of the land records of said City of St. Louis; thence leaving said Eastern right-of way line of Vandeventer Avenue along said Southern line of said 20 foot wide East-West Alley, South 75 degrees 18 minutes 19 seconds East a distance of 210.72 feet to a found cut X in concrete set on the Westernmost corner of said 20 foot wide East-West Private Alley; thence leaving said Southern line of said 20 foot wide East-West Alley and along the Westerly line of said 20 foot wide East-West Private Alley, North 14 degrees 37 minutes 46 seconds East a distance of 10.00 feet to a found railroad spike marking the centerline of said 20 foot wide East-West Private Alley; thence along said centerline of 20 foot wide East-West Private Alley, South 75 degrees 18 minutes 19 seconds East a distance of 201.19 feet to a cotton picker spindle in asphalt set on the intersection of said centerline of 20 foot wide East-West Private Alley and the Northerly prolongation of the East line of a tract of land conveyed to St. Louis University as recorded in Book 03012019 page 0045, said intersection being the TRUE POINT OF BEGINNING of the tract herein described; thence leaving said centerline of 20 foot wide East-West Private Alley and along said Northerly prolongation of the East line of the St. Louis University tract, North 14 degrees 44 minutes 08 seconds East a distance of 10.00 feet to a set 1/2 inch iron rod on the Southern line of Lot 11 of Forest Park Boulevard Addition as recorded Plat Book 14 page 27 of said land records of St. Louis City, Missouri; thence leaving said Northerly prolongation of the East line of the St. Louis University Tract, and along said Southern line of Lot 11, North 75 degrees 18 minutes

19 seconds West a distance of 0.92 feet to a set 1/2 inch iron rod marking the Southeast corner of Lot 10 of Forest Park Boulevard Addition, a subdivision filed for record in Plat Book 14 Page 27 of the Land Records of St. Louis City, Missouri; thence leaving said Northern line of 20 foot wide East-West Alley and along the Eastern line of said Lot 10 of Forest Park Boulevard Addition, North 14 degrees 31 minutes 48 seconds East a distance of 220.18 feet to a set 1/2 inch iron rod on said Southern right-of-way line of Forest Park Avenue; thence along said Southern right-of-way line, South 75 degrees 18 minutes 03 seconds East a distance of 875.23 feet to the intersection of said Southern right-of-way line of Forest Park Avenue and the Western right-of-way line of South Spring Avenue, 50 feet wide, from said intersection a found "X" in concrete bears North 89 degrees 51 minutes 44 seconds East a distance of 0.16 feet, said intersection being the Northeast corner of said City Block 3018E; thence leaving said Southern right-of-way line of Forest Park Avenue along said Western right-of-way line of South Spring Avenue and the Southerly prolongation thereof, South 14 degrees 53 minutes 21 seconds West a distance of 483.03 feet to a cut "X" in concrete on the Northern right-of-way line of Interstate Route 64 (U. S. Route 40); thence leaving said Western right-of-way line and Southerly prolongation thereof and along said Northern right-of-way line of Interstate Route 64 (U. S. Route 40) the following courses and distances: North 76 degrees 38 minutes 46 seconds West a distance of 85.57 feet to a cut "X" in concrete; North 75 degrees 18 minutes 23 seconds West a distance of 239.69 feet to a cut "X" in concrete marking a point of curvature; thence 32.31 feet along the arc of a curve to the left, having a radius of 792.98 feet, through a central angle of 02 degrees 20 minutes 04 seconds, with a chord that bears North 76 degrees 28 minutes 25 seconds West a distance of 32.31 feet to a found cut "X" in concrete; thence leaving said Northern right-of-way line of Interstate Route 64 (U. S. Route 40) and along the following courses and distances: South 12 degrees 21 minutes 33 seconds West a distance of 4.54 feet to a found cut "X" in concrete; North 81 degrees 41 minutes 41 seconds West a distance of 103.82 feet to a found cut "X" in concrete; North 85 degrees 56 minutes 55 seconds West a distance of 113.26 feet to a set 5/8 inch iron rod; North 86 degrees 49 minutes 17 seconds West a distance of 91.63 feet to a found Rail Road Spike; North 89 degrees 16 minutes 55 seconds West a distance of 217.11 feet to a found cut "X" in concrete; thence leaving said Northern right-of-way line and along said East line of a tract of land conveyed to St. Louis University as recorded in Book 03012019 page 0045 and in Book 06262019, Page 0072, North 14 degrees 44 minutes 08 seconds East a distance of 363.32 feet to the point of beginning;

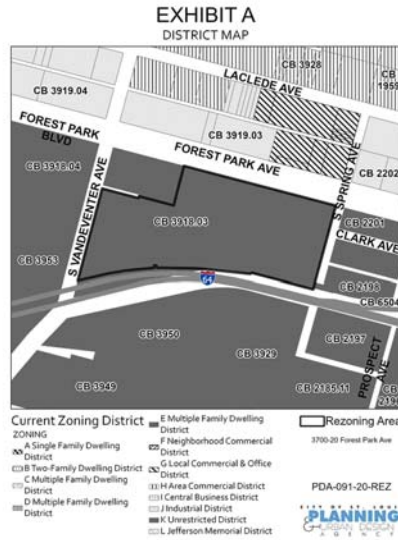
Containing 10.314 Acres, according to survey by Grimes Consulting, Inc. dated May 2019.

A tract of land situated in the City of St. Louis and the State of Missouri, lying in part of City Blocks 3918E, and being all of the tracts of land conveyed to St. Louis University as described in Book 03012019 page 0045 and in Book 06262019 Page 0072 of said land records of City of St. Louis, Missouri, part of a 20 foot wide East-West Private Alley in the Western part of said City Block 3918E, and part of Interstate Route 64 (U. S. Route 40, and being more particularly described as follows:

COMMENCING at the intersection of the Southern right-of-way line of said Forest Park Avenue, 150 feet wide, and the Eastern right-of way line of Vandeventer Avenue, 80 feet wide, said intersection being the Northwest corner of said City Block 3918E; thence along said Eastern right-of way line of Vandeventer Avenue, South 14 degrees 41 minutes 43 seconds West a distance of 240.21 feet to a set 1/2 inch iron rod marking the intersection of said Eastern right-of way line of Vandeventer Avenue and the Southern line of a 20 foot wide East-West Alley in the Western part of said City Block 3918E as shown on the plat of Forest Park Boulevard Addition by Kehr and Pitzman, a subdivision filed for record in Plat Book 14 page 27 of the land records of said City of St. Louis, said intersection being the TRUE POINT OF BEGINNING of the tract herein described; thence leaving said Eastern right-of-way line of Vandeventer Avenue along said Southern line of said 20 foot wide East-West Alley, South 75 degrees 18 minutes 19 seconds East a distance of 210.72 feet to a found cut X in concrete set on the Westernmost corner of said 20 foot wide East-West Private Alley; thence leaving said Southern line of said 20 foot wide East-West Alley and along the Westerly line of said 20 foot wide East-West Private Alley, North 14 degrees 37 minutes 46 seconds East a distance of 10.00 feet to a found railroad spike marking the centerline of said 20 foot wide East-West Private Alley; thence along said centerline of 20 foot wide East-West Private Alley, South 75 degrees 18 minutes 19 seconds East a distance of 201.19 feet to a cotton picker spindle in asphalt set on the intersection of said centerline of 20 foot wide East-West Private Alley and the Northerly prolongation of the East line of said tract of land conveyed to St. Louis University as recorded in Book 03012019 page 0045; thence leaving said centerline of 20 foot wide East-West Private Alley and along said Northerly prolongation of the East line of the St. Louis University tract, South 14 degrees 44 minutes 08 seconds West a distance of 363.32 feet to a set 5/8 inch iron rod on the Northern right-of-way line of Interstate Route 64 (U. S. Route 40); thence along said Northern right-of-way line, North 89 degrees 16 minutes 55 seconds West a distance of 13.18 feet to a found cut "X" in concrete; North 04 degrees 22 minutes 40 seconds West a distance of 13.18 feet to a set 5/8 inch iron rod; South 85 degrees 37 minutes 20 seconds West a distance of 15.00 feet to a set 5/8 inch iron rod; thence South 04 degrees 22 minutes 40 seconds East a distance of 13.46 feet to a found cut "X" in concrete; thence along the arc of a curve to the left 334.59 feet, having a radius of 1769.43 feet, through a central angle of 10 degrees 50 minutes 04 seconds, with a chord that bears South 81 degrees 57 minutes 29 seconds West a distance of 334.09 feet to a set 5/8 inch iron rod; South 76 degrees 28 minutes 26 seconds West a distance of 95.38 feet to a set cut "X" in concrete marking the intersection of said Northern right-of-way line of Interstate Route 64 (U. S. Route 40) and said Eastern right-of-way line of Vandeventer Avenue; thence leaving said Northern right-of-way line and along said Eastern right-of-way line of Vandeventer Avenue, North 14 degrees 41 minutes 43 seconds East a distance of 534.06 feet to the point of beginning;

Containing 4.150 Acres, according to survey by Grimes Consulting, Inc. dated May 2019.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: February 11, 2021

ORDINANCE #71300
Board Bill No. 190

An ordinance, recommended by the Board of Estimate & Apportionment, authorizing and directing the Mayor and Comptroller of the City of St. Louis, on behalf of the City, to enter into and execute an agreement or agreements with the United State Department of Housing and Urban Development ("HUD") Office of Healthy Homes and Lead Hazard Control being offered pursuant to a Federal Fiscal Year 2020 Notice of Funding Availability (the "NOFA") for the Lead Hazard Reduction Demonstration Grant (LHRD) Program; and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

WHEREAS, HUD published a NOFA for the LHRD Program on July 22, 2020; and

WHEREAS, the Community Development Administration (CDA) submitted an application in behalf of the City of St. Louis to HUD on August 24, 2020; and

WHEREAS, the grant funds will be used to help prevention of lead poisoning in children before it occurs and will further continuing City efforts in which lead poisoning of children in the City has decreased on average by 3.5% annually since 2010; and

WHEREAS, on September 25, 2020, Ben Carson, Secretary of HUD, announced that the City of St. Louis was awarded a competitive LHRD Grant in the amount of Two Million, Five Hundred and Twenty Thousand Dollars (\$2,520,000) to conduct lead hazard reduction in residential housing units; and

WHEREAS, the HUD funds, combined with City Funds through the Building Division's Lead Remediation Fund will be used to remediate at least 210 housing units of lead hazards by July 3, 2024; and

WHEREAS, in order to receive these funds, the City of St. Louis must enter into and execute an agreement or agreements with HUD; and

WHEREAS, the City desires to appropriate the Lead Hazard Reduction Demonstration Grant funds, according to the contents of its application and HUD rules.

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

Section One. The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and directed to enter into and execute an agreement or agreements with HUD for the receipt of Lead Hazard Reduction Demonstration Grant Funding.

Section Two. There is hereby appropriated Two Million, Five Hundred and Twenty Thousand Dollars (\$2,520,000) which the City has been awarded in a Lead Hazard Reduction Demonstration Grant to remediate lead hazards in housing units throughout the City for the purposes described in **Exhibit A** incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents, including disbursing agreements and/or other agreements associated with eligible Lead Hazard Reduction activities, which are necessary to carry out the program, and to expend said funds for the purposes identified in the City's application to HUD;

Section Three. The Comptroller is authorized and directed to issue warrants upon the City Treasury for payments thereon. The Director of CDA is further authorized and directed to transfer funds among the purposes described in the application to HUD, upon HUD approval and with the approval of the Board of Estimate and Apportionment.

Section Four. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and making appropriations for the payment of principal and interest on public debt and for the current expenses of the City government, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A			
HUD LEAD GRANT—BUDGET			
GRANT PARTNERS	GRANT AMOUNT	MATCH AMOUNT	TOTAL AMOUNT
LHRD Grant Administration Program <i>Community Development Administration</i>	\$518,414	\$100,002	\$618,416
LHRD Grant Inspection and Remediation Program <i>Building Division</i>	\$1,830,866	\$837,396	\$2,668,262
LHRD Education and Outreach Program <i>Department of Health</i>	\$119,860		\$119,860
Section 3 Employment Training Program <i>Employment Connection</i>	\$23,000		\$23,000
Lead-Safe Housing Registry & Marketing <i>Emphasys, FKA Socialserve.com</i>	\$22,860		\$22,860
Website design and marketing materials <i>TBD</i>	\$5,000		\$5,000
TOTAL AMOUNT	\$2,520,000	\$937,398	\$3,457,398

Approved: February 11, 2021

ORDINANCE #71301
Board Bill No. 191

An Ordinance recommended by the Planning Commission on December 2, 2020, to change the zoning of property as indicated on the District Map, from the "K" Unrestricted District to the "H" Area Commercial District, in City Block 320 (2000-06 & 2020 N Broadway and 2001-21 N 2nd Street), so as to include the described parcels of land in City Block 320; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 320 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in **Exhibit A** as follows:

Parcel 1:

A tract of land in Block 30 of North St. Louis, and in Block 320 of the City of St. Louis, Missouri, and being more particularly described as follows: Beginning at the intersection of the northerly line of Chambers St., 60 feet wide, with the easterly line of N. Broadway, 80 feet wide; thence along said easterly line, North 15 degrees 21 minutes 32 seconds West 79.90 feet to the southerly line of a parcel described In deed to Atlas Enameling Co. recorded in Book 5860 page 251 In the Office of the Recorder of Deeds for the City of St. Louis; thence along said southerly line, and along the north wall of a four story brick building and it's

easterly prolongation, North 74 degrees 39 minutes 24 seconds East 231.49 feet to the west face of a one-story brick addition; thence along said west face, South 15 degrees 09 minutes 35 seconds East 20.19 feet to another north wall of said four story brick building; thence along said north wall, North 74 degrees 56 minutes 07 seconds East 9.75 feet to the center of a party wall dividing said four story brick building with a five story brick building; thence along the center of said party wall, South 15 degrees 32 minutes 28 seconds East 59.32 feet to the northerly line of said Chambers Street, distant 58.67 feet west of the westerly line of N. 2nd Street, 80 feet wide; thence along said northerly line, South 74 degrees 34 minutes 30 seconds West 241.36 feet to the point of beginning, according to Survey No. 0618-75 executed by Topos Surveying Corp. In July, 2018.

Parcel 2:

A tract of land in Block 30 of North St. Louis, and in Block 320 of the City of St. Louis, Missouri, and being more particularly described as follows: Beginning at the northwesterly corner of a parcel described In deed to The Owen Company, Inc., recorded In Book 7668 Page 555 in the Office of the Recorder of Deeds for the City of St. Louis, on the southerly line of Madison Street, 60 feet wide, distant 163.36 feet east of the easterly line of N. Broadway, 80 feet wide; thence along the easterly line of a parcel described in deed to C.A. Owen recorded In Book 6208 Page 540 of said City Records, South 14 degrees 35 minutes 55 seconds East 160.54 feet to the southeast corner of said C.A. Owen parcel; thence along the easterly prolongation of the north wall of a four story brick building and along the easterly prolongation of the southerly line of a parcel described In deed to Atlas Enameling Co. recorded in Book 5860 Page 251 of said City Records, North 74 degrees 39 minutes 24 seconds East 70.26 feet to the west face of a one-story brick addition; thence along said west face, South 15 degrees 09 minutes 35 seconds East 20.19 feet to another north wall of said four story brick building; thence along said north wall, North 74 degrees 56 minutes 07 seconds East 9.75 feet to the center of a party wall dividing said four story brick building with a five story brick building; thence along the center of said party wall, South 15 degrees 32 minutes 28 seconds East 59.32 feet to the northerly line of said Chambers Street, distant 58.67 feet west of the westerly line of N. 2nd Street, 80 feet wide; thence along said northerly line North 74 degrees 34 minutes 30 seconds East 58.67 feet to the westerly line of N. 2nd Street, 80 feet wide; thence along said westerly line, North 15 degrees 22 minutes 37 seconds West 240.10 feet to the southerly line of said Madison St.; thence along said southerly line, South 74 degrees 36 minutes 40 seconds West 136.59 feet to the point of beginning, according to Survey No. 0618-75 executed by Topos Surveying Corp. in July, 2018.

Parcel 3:

A parcel of ground in Block No. 30 of North St. Louis, and in Block No. 320 of the City of St. Louis, beginning at the point of intersection of the Eastern line of Broadway with the Southern line of Madison Street; thence running Eastwardly along the South line of Madison Street, 163.36 feet to a point; thence Southwardly 160 feet 7-1/2 inches to a point in the Northern face of a row of brick pilasters In the North wall of a four-story brick building; thence Westwardly and along the North face of said pilasters, 161 feet 2-3/4 Inches to a point in the Eastern line of Broadway; thence Northwardly along the Eastern line of Broadway, 160 feet 5-1/2 inches to the point of beginning.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: February 11, 2021

ORDINANCE #71302
Board Bill No. 196

An Ordinance authorizing the execution of a new Lease Agreement between The City of St. Louis, Missouri (the "City") and United Fruit & Produce Company, ("United"), a Missouri Corporation, for certain land at or near 2226 N. 1st Street in the City (the "Property") for a period of five (5) years with four (4) five (5) year mutual options for the purpose of vehicle and trailer parking and storage at an annual base rent \$1000 with a 2% annual escalator for the first five (5) years and containing a severability clause.

WHEREAS, the City and United desire to enter into a new Lease Agreement under certain terms and conditions described below for a period of five (5) years with four (4) five (5) years mutual options for the purpose of parking United's vehicles; and

WHEREAS, United is willing to lease the Property for a period of five (5) years with four (4) five (5) year mutual options at an annual base rent \$1000 with a 2% annual escalator for the first five (5) years.

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

SECTION ONE. The Board of Aldermen hereby approves, and the Mayor and Comptroller are hereby authorized to execute, on behalf of the City, a new Lease Agreement with certain terms and conditions with United, which shall read in words and figures substantially as attached hereto as **Exhibit A**. Any permit issued to United for the Property shall terminate on the execution of this Lease Agreement.

SECTION TWO. The Mayor and Comptroller or their designated representatives are hereby authorized to take any and all actions, and to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments, as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and Comptroller or their designated representatives.

SECTION THREE. The Mayor and Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and the Port Commission, are hereby further authorized to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes.

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. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over her veto.

EXHIBIT A
LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of January, 2021 ("Effective Date"), by and among The City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter, the Constitution and laws of the State of Missouri (hereinafter "Lessor"), and United Fruit & Produce Company, a Missouri corporation ("hereinafter Lessee").

1. **Leasehold.** That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to Lessor, and the mutual covenants and agreements herein contained, Lessor hereby leases and lets to Lessee the northwest corner of the following described real property located in the City of St. Louis, Parcel Number 21420000300, commonly known as 2226 N. 1st Street (also known as 5 Clinton Street) ("Land") and other improvements on the Land as more particularly depicted as outlined in red and titled "Subject Property" on Exhibit A attached hereto (collectively, the "Leased Premises").

2. Term. The term of this Lease ("Term") shall be for a period of five (5) Lease Years (as hereinafter defined), beginning on the Effective Date ("Commencement Date") and terminating on 11:59 p.m. on the date that is five (5) Lease Years after the Commencement Date, unless sooner terminated or extended as provided herein. In the event the Commencement Date is a date other than the first day of a calendar month, then (i) the first month of the Term shall consist of the partial month in which the Commencement Date occurs plus the first full calendar month immediately following such partial month, and (ii) the base rent for such partial month shall be pro-rated based on the number of days in such month. For purposes of this Lease, the first "Lease Year" of the Term shall mean the period beginning on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Commencement Date and, with respect to each Lease Year thereafter, "Lease Year" means each successive 12-month period following the first Lease Year. As used herein, "Lease Term", "Term" and "the term of this Lease" shall have the same meaning and shall include any properly exercised and mutually agreed upon Option Period (as hereinafter defined).

3. Rent. Lessee shall pay Lessor, at the address of Lessor indicated herein (or at such other place as Lessor may designate in writing), without demand, deduction or setoff, annual base rental (such rent, as the same may be adjusted from time to time as specifically set forth in this Lease, is herein referred to as the "Base Rent") in advance commencing on the Commencement Date and continuing on the first (1st) day of each Lease Year during the Term. Base Rent or any other payments due under this Lease (collectively, "Rent") shall be made payable to Lessor and mailed or hand delivered to 1520 Market, Street, Suite 2000, St. Louis, Missouri 63103, Attention: Charlie Hahn, Controller, or to such other person or to such other place as directed from time to time by written notice to Lessee from Lessor.

Period	Annual Base Rent
Lease Year 1	\$1,000.00
Lease Year 2	\$1,020.00
Lease Year 3	\$1,040.40
Lease Year 4	\$1,061.21
Lease Year 5	\$1,082.43

4. Option Periods. Lessee shall have the option to extend the Term of the Lease for four (4) additional five (5) year periods (each an "Option Period") subject to the mutual consent of Lessee and Lessor's Port Authority Commission and Board of Public Service, which consent may be withheld for any reason or no reason at all. Lessee must give written notice to Lessor ("Option Notice") of its desire to exercise an option to extend the Term for an Option Period at least nine (9) months, but no more than twelve (12) months, prior to the expiration of the initial Term or any prior Option Period, as the case may be. Lessor shall have sixty (60) days after receipt of Lessee's Option Notice to notify Lessee in writing if Lessor will terminate the Lease at the expiration of the initial Term or current Option Period, as the case may be, or agree to extend the Term for an additional Option Period in accordance with the terms of this Lease and at a Base Rent mutually acceptable to Lessor and Lessee. If Lessor fails to agree upon a mutually agreeable Base Rent for the Option Period, the Lease will terminate at the expiration of the initial Term or current Option Period, as the case may be.

5. Intentionally Deleted.

6. Maintenance and Repair. Lessee shall, at its sole cost and expense, maintain the Leased Premises during the Term in a safe condition in compliance with all laws and ordinances, including, but not limited to, all pavement, gravel and curbs and other improvements located thereon, removal of snow, ice, debris and rubbish and trimming weeds and brush. Lessee may not drive or park trucks, vehicles or trailers or store equipment, containers, cargo or heavy items on any sidewalks and shall be responsible for all damage, repairs and maintenance to any sidewalks, underground utility lines and pipes located under sidewalks and the Leased Premises caused by Lessee or its employees, agents, licensees, invitees, and contractors.

Lessee shall not store, or allow the storage of, any garbage or trash on the Leased Premises. Further, Lessee shall ensure that Lessee, Lessee's customers, and employees and/or guests of Lessee do not throw trash or any articles or materials of any sort whatsoever onto any portion of the Leased Premises. Lessee shall be responsible for enforcing this prohibition. Lessee shall also be responsible for ensuring that the Leased Premises are at all times free of all trash, rubble and debris regardless of whether or not such trash, rubble or debris was deposited by Lessee. Lessee's failure to abide by the provisions of this Section shall be considered a breach of this Lease. Lessee shall periodically trim weeds and brush to keep the Leased Premises in a neat and orderly condition.

7. Permitted Use. The Leased Premises shall be used by Lessee only for the purpose of parking Lessee's vehicles. Lessee shall keep, operate and maintain the Leased Premises, including all structures and improvements located thereon, in full compliance with all federal, state and local environmental, health and/or safety laws, ordinances, rules, regulations, codes, orders, directives, guidelines, permits or permit conditions currently existing and as amended, enacted, issued or adopted in the future which are applicable to the Leased Premises. Lessee shall provide copies of all permits to Lessor.

8. Equal Opportunity and Nondiscrimination Guidelines. Lessee will not exclude or discriminate against any person solely because of race, color, or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of the Leased Premises. Further, the Americans with Disability Act (ADA) prohibits discrimination based on disability. Lessee covenants to comply with the provisions of the ADA and provide necessary documentation of their compliance efforts as required by the Commissioner of the Office on the Disabled.

9. Surrender. Lessee shall repair any and all damage to the Leased Premises resulting from Lessee's equipment and operations. Upon the expiration or earlier termination of this Lease, Lessee shall quit and peacefully surrender the Premises to Lessor in the same condition in which the Leased Premises was at the commencement of this Lease, except as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease. Upon such surrender, Lessee shall (a) remove from the Leased Premises all property which is owned by Lessee or third parties other than the Lessor and (b) repair any damage caused by such removal. Lessee further agrees and warrants that, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Premises to the Lessor free of any and all hazardous material, infectious waste, solid waste, pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises by Lessee, or of any of its agents, contractors, employees, invitees or licensees, sublessees or other occupants.

10. Utilities. Lessee shall pay for all utilities and services used on the Leased Premises during the Term. Additionally, Lessee shall not store anything over the existing sewers of MSD (the "MSD Sewers") that would impair the structural integrity or operation of the MSD Sewers or prevent MSD from accessing the MSD Sewers.

11. No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

12. Insurance, Liability and Indemnity. Lessee, at its sole cost and expense, shall procure and maintain throughout the Term of this Lease for the benefit of Lessor and Lessee of the types of insurance listed below and such other coverages as Lessee or Lessor may deem advisable:

A. Workers Compensation- Worker's Compensation limits shall be statutory and coverage shall be in compliance with the laws of the applicable state and federal laws.

B. Commercial General Liability - Minimum policy limit of USD \$1,000,000.00 per occurrence and USD \$2,000,000.00 aggregate applicable to liabilities assumed hereunder and the use or occupancy of the Leased Premises by Lessee or any of Lessee's agents, employees, licensees, customer, invitees or contractors.

C. Automobile Liability - Minimum policy limit of USD \$2,000,000.00 combined single limit per occurrence or accident for bodily injury and property damage. Policy shall be applicable to and cover all owned, non-owned, hired and/or rented autos for bodily injury and/or property damage.

D. Excess Liability Insurance in an amount no less than USD \$5,000,000.00 with coverage with terms and conditions no less broad than the primary.

E. Property damage insurance covering the Leased Premises and all of Lessee's leasehold improvements, including trade fixtures and personal property from time to time in, on or upon the Leased Premises, including any alterations, improvements, additions or changes made by Lessee thereto in an amount not less than USD \$1,000,000.00, providing protection against perils included within the special form of fire and extended coverage insurance policy, vandalism and malicious mischief. Any policy proceeds from such insurance payable for the physical damage to improvements within the Leased Premises, so long as this Lease shall remain in effect, shall be applied first for the repair, reconstruction, restoration or replacement of the improvements damaged or destroyed.

F. Where allowable by law, Lessee shall obtain from each of its insurers a waiver of subrogation on all required coverage of the Lessee in favor of Lessor and the Port Authority and, with the exception of Workers' Compensation, name Lessor and the Port Authority as additional insureds in each insurance policy required of Lessee set forth above. With respect to the property coverage required, Lessor and the Port Authority shall be named as a loss payee as their interest may appear. No "other insurance"

provision shall be applicable to Lessor by virtue of having been named an additional insured or loss payee under any policy of insurance and Lessee's insurance shall be primary and non-contributory with respect to Lessor. Lessee shall ensure that any endorsement naming Lessor and the Port Authority as an additional insured shall not exclude from coverage the sole negligence of the additional insureds. Lessee shall be responsible for payment of all deductibles, premiums, and retentions in connection with the insurance required of Lessee hereunder, and for payment for all expenditures incurred under any "sue and labor" provision under any policy. The foregoing insurance policies shall each provide that there shall be no recourse against Lessor for payment of premiums, commissions, club calls, assessments, or advances.

G. All policies referred to above shall: (i) be taken out with insurers licensed to do business in Missouri having an A.M. Best's rating of A-, Class IX, or better, or otherwise approved in advance by Lessor, such approval not to be unreasonably withheld; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Lessor; (iii) [intentionally deleted]; and (iv) provide for thirty (30) days' prior written notice of material changes and ten (10) days' prior written notice shall be provided in the event of cancellation due to the non-payment of premium. Lessee shall provide certificates of insurance to Lessor on or before the Commencement Date and thereafter at times of renewal or changes in coverage or insurer and upon request by Lessor.

H. Lessee hereby agrees to indemnify, defend and hold City of St. Louis, Board of Public Service, and City of St. Louis Port Authority free and harmless from and against any and all damages, losses, claims, demands, costs, liabilities, expenses, demands, obligations, actions, causes of action of any kind or nature whatsoever (including any claim for damage to property or injury to or death of any persons and including attorney's fees and costs) to the extent arising out of or caused by actions of Lessee or its employees, agents, invitees, and contractors in their use of the Leased Premises. This section will not require Lessee to indemnify or hold harmless Lessor for any losses, claims, damages, and expenses arising out of the sole negligence of Lessor.

I. Lessee agrees to use and occupy the Leased Premises at Lessee's own risk. Lessee agrees that Lessor shall not be responsible or liable to Lessee, or its employees, agents, invitees, and contractors, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any part of the Leased Premises or otherwise. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE SUSTAINED TO LESSEE'S VEHICLES OR ANY PERSONAL PROPERTY WITHIN LESSEE'S VEHICLES WHILE IN THE LEASED PREMISES, WHETHER OCCASIONED BY FIRE, THEFT, OR ANY OTHER CAUSE OF ANY KIND OR NATURE.

J. WAIVER AND RELEASE. LESSEE, FOR ITSELF AND ALL OF EMPLOYEES, AGENTS, INVITEES AND CONTRACTORS ("LESSEE REPRESENTATIVES"), HEREBY WAIVES AND RELEASES CITY OF ST. LOUIS, BOARD OF PUBLIC SERVICE OF THE CITY OF ST. LOUIS AND CITY OF ST. LOUIS PORT AUTHORITY FROM ALL CLAIMS RESULTING DIRECTLY OR INDIRECTLY FROM ACCESS TO, ENTRANCE UPON, OR INSPECTION OF THE LEASED PREMISES BY LESSEE OR ANY OF LESSEE REPRESENTATIVES, EXCEPT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OF CITY OF ST. LOUIS, BOARD OF PUBLIC SERVICE OF THE CITY OF ST. LOUIS AND CITY OF ST. LOUIS PORT AUTHORITY OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR CONTRACTORS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

K. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed to broaden the liability of the Lessor beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri, as amended, or abolish or waive any defense at law that might otherwise be available to the Lessor or its officers, agents and employees.

L. Lessee shall require all licensees, sublessees or other occupants of the Leased Premises to provide insurance consistent with the terms and conditions set forth above and furnish to Lessor reasonable satisfactory evidence that such insurance is in effect.

13. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Lessee:

A. The failure by Lessee to make any payment of Rent or other amounts owed hereunder within five (5) days after written notice from Lessor that said payment is due and unpaid.

B. The failure by Lessee to maintain the insurance required under this Lease, where such failure shall continue for a period of five (5) days after written notice hereof from Lessor to Lessee, unless Lessee's insurance shall have lapsed in which event no such notice shall be required.

C. The failure by Lessee to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in Sections (A) and (B) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee, provided that if it reasonably takes longer than thirty (30)

days to cure the default, Lessee shall have such longer period as it reasonably takes to cure the default, provided Lessee commences the cure within such thirty (30) days and is working diligently to cure the default.

14. Remedies. Upon an Event of Default by Lessee, Lessor shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law, with or without further notice or demand:

A. Terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises to Lessor, and Lessor shall have the right to regain possession of the Leased Premises by any lawful means should Lessee fail to surrender the same.

B. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Missouri or in equity.

15. Late Charge. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after notice that such amount is due and has not been paid, Lessee shall pay to Lessor a late charge equal to the lesser of (i) five percent (5%) of such overdue amount, or (ii) One Thousand Dollars (\$1,000.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. In addition, any payment due pursuant to this Lease which is not timely paid shall be delinquent and shall bear interest from the date due at the rate of twelve percent (12%) per annum.

16. No Constructive Waiver. No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this Lease; nor shall any consent by Lessor to any assignment or subletting of said Leased Premises, or any part thereof, be held to waive or release any assignee or sub-lessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sub-lessee shall be expressly subject thereof.

17. Assignment and Sublease.

(a) Lessee shall not assign, sell, lease, sublease, convey or in any way transfer, mortgage or encumber this Lease, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, without the express prior written consent of Lessor, Board of Public Service of the City of St. Louis and the Port Commission of the City of St. Louis, which consent shall not be unreasonably withheld, conditioned or delayed. All parts of this Lease are binding on any permitted sublessee, assignee, or new or modified corporate entity and Lessee shall not be released therefrom.

18. Successors. Whenever the word "Lessor" is used herein it shall be construed to include the successors, assigns or legal representatives of Lessor; and the word "Lessee" shall include the successors, assigns or legal representatives of Lessee and the words Lessor and Lessee shall include single and plural, individual or corporation, subject always to the restrictions herein contained, as to subletting or assignment of this Lease.

19. Lessor's Access. Lessor has the right, but not the obligation, to inspect the Leased Premises at any time to determine whether the Leased Premises are in the condition required under this Lease, whether Lessee is complying with its obligations under this Lease, and to evaluate all maintenance and repairs of the Leased Premises. Lessor and its representatives, contractors, agents and other governmental authorities and entities, may enter upon the Leased Premises at any time for the purpose of exercising any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Lessee's use or possession and without being liable in any manner to Lessee. Lessor assumes no obligation to enter the Leased Premises or to make any inspections thereof.

20. Holdover. If Lessee remains in possession of any part of the Leased Premises after the expiration or sooner termination of the Term, without the express consent of Lessor and if Lessor elects to accept Rent thereafter, Lessee's occupancy shall be deemed a month-to-month tenancy upon the same terms and conditions set forth in this Lease, except that Monthly Base Rent shall increase to one hundred fifty percent (150%) of the Monthly Base Rent in effect just prior to the switch to a month-to-month tenancy. Such month-to-month tenancy may not continue for more than one year. Any such month-to-month tenancy may be terminated by Lessor at any time.

21. Approval of City. This Lease is subject to the approval of the City's Board of Estimate and Apportionment under the Authorizing Ordinance and is not final until it has been approved. Should this Board, in its discretion, not approve this transaction, this Lease shall be null and void.

22. No Personal Liability. No member, official, or employee of the City, Port Authority, or Lessee shall be personally liable to the other party or any successor in interest or assign of the other party, in the event of any default or breach by such party, successor or assign of any of the obligations of this Lease.

23. Notices. All notices, demands, consents, approvals, certificates and other communications required by this Lease to be given by either party hereunder shall be in writing and may be given by (i) United States Certified Mail, Return Receipt Requested, postage prepaid, (ii) hand delivery, or (iii) overnight courier (such as UPS or Fed Ex), addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices may also be sent via email to the email addresses set forth below (which may be changed by notice to the other parties), provided an email notice shall not be effective unless its receipt was acknowledged by the recipient, or unless the email notice is followed by a copy sent via one of the other authorized methods of sending notice. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent electronically, such notice shall be deemed given at the time and on the date of electronic transmittal if the sending party receives a written send verification and forwards a copy thereof with its mailed or courier delivered notice or communication.

In the case of Lessor, to:

The Port Authority Commission of the City of St. Louis
1520 Market, Street, Suite 2000
St. Louis, Missouri 63103
Attention: Otis Williams, Executive Director
Email: WilliamsOT@stlouis-mo.gov

With copies to:

City of St. Louis
City Counselor
City Hall
1200 Market Street, Room 314
St. Louis, Missouri 63103
Attention: City Counselor
Email: GarvinM@stlouis-mo.gov

and

The Port Authority Commission of the City of St. Louis
1520 Market, Street, Suite 2000
St. Louis, Missouri 63103
Attention: Susan Taylor, Director
Email: taylor@stlouis-mo.gov

In the case of Lessee, to:

United Fruit & Produce Company
55 Produce Row
Attention: Marc McLemore
office phone: 314.259.4943
cell phone: 314.803.9299
Email: mmclemore@unitedmo.com

24. As Is; Where Is. Lessee acknowledges that Lessor has made no representations, warranties, express or implied, or statements regarding the condition of the Leased Premises, and improvements thereon. Lessor has made no representations or warranties, express or implied, and explicitly disclaims the same, concerning the absence of any pollution, contamination, hazardous material, infectious waste, solid waste, underground storage tanks, or hazardous building materials in, on or about the Leased Premises or its improvements. Lessee acknowledges and agrees that it has had an opportunity to inspect the Leased Premises and that it is leasing the Leased Premises in its "as-is, where-is" condition and Lessor shall not be required to furnish any services or

facilities or to make any repairs, replacements or alterations in, about or to the Subject Property or any improvements now or hereafter erected thereon

25. Choice of Laws. This Lease shall be construed and enforced in accordance with the internal laws of the State of Missouri applicable to contracts performed wholly therein without reference to its conflict of laws principles. The parties shall comply with the City Charter and ordinances of the City, including Chapter 21 of the Revised Code of the City, and relevant Mayor's Executive Orders.

26. WAIVER OF JURY TRIAL AND VENUE. THE PARTIES VOLUNTARILY, KNOWINGLY, AND IRREVOCABLE WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN THE EVENT OF LITIGATION CONCERNING ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS LEASE, THE PARTIES' PERFORMANCE HEREUNDER OR ANY OTHER RELATED INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith; WHETHER NOW EXISTING OR HEREAFTER ARISING, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH OF LESSOR AND LESSEE HEREBY CONSENTS AND AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A TRIAL COURT WITHOUT A JURY, AND THAT EITHER PARTY TO THIS LEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY HEREOF WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF LESSOR AND LESSEE TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. LESSOR AND LESSEE EACH ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE OTHER ENTERING INTO THIS LEASE. THE PARTIES AGREE THAT ANY ACTION AT LAW OR IN EQUITY RELATING TO THIS LEASE SHALL BE BROUGHT IN THE CIRCUIT COURT FOR THE CITY OF ST. LOUIS, STATE OF MISSOURI OR IN THE UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MISSOURI, AND THAT NO PARTY SHALL OBJECT TO THE FOREGOING VENUES AS AN INCONVENIENT FORUM.

27. Intentionally Deleted.

28. Headings. The headings of the Sections of this Lease are inserted for convenience only and shall not affect the meaning or interpretation of this Lease or any provisions hereof.

29. Representations of Lessee. Lessee hereby represents and warrants to Lessor as of the date hereof:

A. Lessee is a corporation duly created and existing under the laws of the State of Missouri and is authorized to do business in the State of Missouri.

B. Lessee has full power and authority to enter into this Lease and to carry out its obligations under this Lease and, by proper actions of its operating agreement, has been duly authorized to execute and deliver this Lease.

C. This Lease is and, when executed and delivered, will be, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

D. There is no litigation or other proceedings pending or threatened against Lessee affecting the right of Lessee to execute or deliver this Lease or the ability of Lessee to comply with its obligations under this Lease.

E. Additionally, Lessee represents that Lessee has not dealt with any real estate broker, sales person, or finder in connection with this Lease, and no such broker, salesperson or finder initiated or participated in the negotiation of this Lease on behalf of Lessee, or showed the Leased Premises to Lessee, and Lessee hereby agrees to indemnify, protect, defend and hold Lessor harmless from and against any and all liabilities and claims for commissions and fees arising out of a breach of its foregoing representation.

F. Lessee has carefully and fully inspected and performed its due diligence with respect to the Leased Premises, including the physical condition, quality, quantity, state of repair of the Leased Premises and all improvements located thereon in all respects, and has reviewed all applicable laws, ordinances, rules and governmental regulations affecting the development, use, occupancy or enjoyment of the Leased Premises, and has determined that the same are satisfactory to Lessee for Lessee's use and obligations under this Lease.

30. Severability. Any clause, covenant, paragraph or provision herein if declared fully or partially invalid or unenforceable, the remaining clauses, covenants, paragraphs and provisions shall remain enforceable and valid to the fullest extent allowed by law.

31. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

32. Entire Agreement. This is the entire agreement and no amendment or modification may be made without the express written consent of the parties hereto.

33. Municipal Purpose. The Lessor reserves the right to modify, amend, or cancel this Lease in the event any portion of the Leased Premises is needed for any municipal purpose, which shall include, but is not limited to, right of way, sewer, floodwall construction or repair, any other necessary or reasonable municipal purposes or use, and/or economic development in the Port District as defined by the Lessor in Lessor's sole discretion.

In the event that any portion of the Leased Premises shall be needed for any municipal purpose as set forth in this section, the Lessor shall have the right to modify, amend, or cancel this Lease upon one (1) year's written notice thereof to Lessee (or, in the case of an emergency, the existence of which shall be determined in Lessor's reasonable discretion, upon no less than thirty (30) days' notice) and to eliminate from the Leased Premises such portion of the Leased Premises as shall be needed for such purpose, which portion may include all of such Leased Premises. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such termination or modification, other than as set forth below.

If this Lease is amended or modified under the provisions of this section, the current Rent shall be adjusted in direct proportion to the change made in the Leased Premises. Lessee shall have the right to terminate this Lease without penalty by written notice within thirty (30) days after Lessor sends the notice to amend provided in this section if Lessee determines, in Lessee's sole discretion, that the portion of the Leased Premises which will remain after the elimination of the portion to be used for municipal purposes is not suitable to the Lessee. Lessee hereby acknowledges and agrees all other provisions of this Lease shall remain in effect for the duration of the Term for that remaining portion of the Leased Premises not used for municipal purposes under this section. Lessee hereby acknowledges and agrees that the Lease shall be deemed terminated with respect to the portion of the Leased Premises eliminated pursuant to the notice referenced in this section on the one-year anniversary of the date of the notice referenced above, provided, however, that in the case of an emergency as described above, the Lease shall be deemed terminated on the date specified in the notice.

34. Non-appropriation. Notwithstanding anything contained herein to the contrary, the parties agree that Lessor, being a governmental entity, has the limitation of appropriation on its financial obligations herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

LESSEE:

United Fruit & Produce Company,
a Missouri corporation

By: _____
Name: _____
Title: _____

LESSOR:

City of St. Louis, Missouri

By: _____
Mayor

By: _____
Comptroller

Approved as to form only:

By: _____
City Counselor

Attest:

By: _____
City Register

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

On this ___ day of _____, 2021, before me personally appeared _____ and _____ to me personally known or satisfactory proven, who, being by me duly sworn did say that they are the Mayor and the Comptroller of the City of St. Louis and that they are authorized to execute this lease agreement on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledged said instrument to be the free act and deed of the City of St. Louis

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

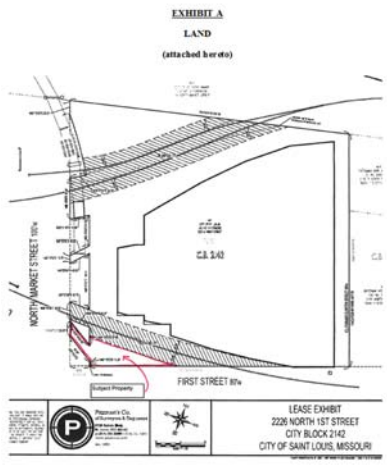
STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ___ day of _____, 2021, before me appeared _____, to me personally known or satisfactorily proven, who, being by me duly sworn did say that he is the _____ of United Fruit & Produce Company, a Missouri corporation, and that said instrument was signed in behalf of said corporation by authority of its _____; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____



BOARD BILL NUMBER 196
FISCAL NOTE

Preparer's Name: Roland Comfort
Contact Information: SLDC (Port Authority) 657-3744, comfortr@stlouis-mo.gov
Bill Sponsor: Alderwoman Elicia Middlebrook

Table with 2 columns: Question/Category and Answer. Rows include Bill Synopsis, Type of Impact, and Agencies Affected.

SECTION A
Does this bill authorize:

- List of seven questions regarding bill authorization with Yes/No options and checkboxes.

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

- Three questions regarding bill requirements (construction, fiscal impact, administrative subdivision) with Yes/No options and checkboxes.

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

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

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.

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

- Describe any assumptions used in preparing this fiscal note:

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

- Have the financial estimates of this bill been verified by the City Budget Division? _____ Yes _____ No.
 - If yes, by whom? _____.

Approved: February 11, 2021

ORDINANCE #71303
Board Bill No. 197

An Ordinance repealing **Ordinance #59043**, approved on February 10, 1984, which closed Swan, Norfolk, and Vista Avenues at the east line of Taylor Avenue. The ordinance authorizes and directs the Director of Streets to reopen Norfolk and Vista Avenues, but to keep Swan Avenue closed; and containing an emergency clause.

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

SECTION ONE. Ordinance #59043, approved February 10, 1984, is hereby repealed.

SECTION TWO. The Director of Streets is hereby authorized and directed to open the currently dead-end Vista and Norfolk Avenues, but to keep Swan Avenue closed.

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

Approved: February 11, 2021

ORDINANCE #71304
Board Bill No. 198

An ordinance authorizing and directing the Acting Director of the City of St. Louis Department of Health (DOH) to accept a Two Hundred Thousand Dollar (\$200,000) grant from the National Foundation for the Centers for Disease Control and Prevention, Inc. (CDC Foundation), with a Project Name of *COVID-19 Care Kits for Faith-Based Communities* and known as Project #1085, to develop messaging and COVID-19 packages for distribution to Communities of Faith, as well as community assessments of the impact of COVID-19 resources and faith based messaging, primarily for persons of color and in those communities hardest hit by the COVID-19 pandemic, upon approval by the Board of Estimate and Apportionment, and to expend funds by entering into contracts or otherwise for the grant purposes and containing an emergency clause.

WHEREAS, the City of St. Louis Department of Health has been working with a collaboration, known as the Clergy Advisory Board (CAB), composed of some 17 faith leaders from faith traditions that include Baptist, Islamic, Ecumenical, Buddhist, Jewish, Christian Methodist Episcopal (CME), African Methodist Episcopal, Non-Denominational, and Church of God in Christ (COGIC), as well as connectors to the community in the Bridges to Care & Recovery Program, Ethical Society, Hope House STL, and the St. Louis Mental Health Board; and

WHEREAS, the known cases of COVID-19 in the City of St. Louis are 47% higher among African American residents than they are among Caucasian residents of the City of St. Louis (2937.2 per 100,000 for African Americans and 2001.3 per 100,000 for Caucasians on November 30, 2020); the African American mortality rate from COVID-19 in the City of St. Louis is nearly twice the mortality rate for Caucasians in the City of St. Louis (99.3 per 100,000 for African Americans and 52.1 per 100,000 for Caucasians on November 30, 2020); and

WHEREAS, some of the communities hardest hit by COVID-19 are in zip codes with high concentrations of African American and Latinx residents, higher rates of poverty, lower literacy levels, lower access to public and private transportation, high concentrations of person 65 years old and over, and higher numbers of faith communities with strong ties between residents and their places of worship; and

WHEREAS, one of the most effective ways of reaching populations most in need of support during this time of the COVID-19 pandemic is through faith-based organizations, because they have the trust and respect of the communities where they are located;

WHEREAS, the City of St. Louis Department of Health recognizes the power of Communities of Faith and their faith leaders across the City, and in particular in communities hardest hit by COVID-19 cases, to be public health champions, and to be engaged in an unprecedented way; and

WHEREAS, the Clergy Advisory Board (CAB), meeting twice per month, has indicated a desire to better support their congregation members to more safely demonstrate their faith as well as to support the residents surrounding their places of worship through enhanced, culturally and linguistically relevant messaging and prevention resources as part of their outreach ministries in a way that supports COVID-19 mitigation efforts while maintaining spiritual support and resilience; and

WHEREAS, the City of St. Louis has received a Subcontractor Agreement as a grant from the CDC Foundation for Two Hundred Thousand Dollars (\$200,000) for the period November 2, 2020 through July 31, 2021; and

WHEREAS, the CDC Foundation grant funding will be utilized by the City of St. Louis Department of Health to work with the Clergy Advisory Board (CAB) to develop COVID-19 messaging for the various faith communities; to partner with community-based organizations to package and distribute COVID-19 Prevention and Recovery Packets for their congregations and for the residents surrounding their places of worship; and to evaluate and document the impact of these efforts; and

WHEREAS, the CDC Foundation grant funding is expected to result in the distribution of at least 10,000 COVID-19 care packages (consisting of such items as reusable cloth face masks/coverings, hand sanitizers of at least 60% alcohol content, thermometers, and educational materials with faith-based messages (infographics and plain language and translated in the top 5 languages spoken in the City of St. Louis)) within the CAB member congregations and in their immediately surrounding communities; and

WHEREAS, the CDC Foundation grant funding will also be used by the City of St. Louis Department of Health to determine impact in such anticipated outcomes as increased awareness of the role of faith communities and the public health department to address systemic issues that result in disparate health outcomes, increased trust between participating agencies and the community as well as between participating agencies and the public health department, increased compliance with COVID-19 mitigation strategies (e.g. physical distancing, wearing of face coverings), and sufficient uptake of COVID-19 vaccine to achieve herd immunity.

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

SECTION ONE. The Acting Director of the City of St. Louis Department of Health is hereby authorized and directed, on behalf of the City of St. Louis, upon approval by the Board of Estimate and Apportionment, to accept a grant from the National Foundation for the Centers for Disease Control and Prevention, Inc. (CDC Foundation), with a Project Name of *COVID-19 Care Kits for Faith-Based Communities* and known as Project #1085, to develop messaging and COVID-19 packages for distribution to Communities of Faith, as well as community assessments of the impact of COVID-19 resources and faith based messaging, primarily for persons of color and in those communities hardest hit by the COVID-19 pandemic. See **Attachment 1**.

SECTION TWO. The Acting Director of the City of St. Louis Department of Health is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise for the grant purposes.

SECTION THREE. Emergency Clause.

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

ORDINANCE #71304
Board Bill No. 198
Attachment 1
CDC Foundation
Subcontractor Agreement
(Is on File in the Register's Office.)

Approved: February 11, 2021

ORDINANCE #71305
Board Bill No. 199
As Amended

Pursuant to **Ordinance 68937**, an ordinance authorizing the honorary street name Kim Massie Way, which shall begin at the intersection of South Broadway and Cerre Street and run south on South Broadway to the intersection of South Broadway and Gratiot Street.

WHEREAS, Kim Massie was a blues and soul singer who was discovered by St. Louis saxophone great Oliver Sain, and soon afterward she started her own band the Solid Senders; and

WHEREAS, Kim Massie's began singing in choirs in East St. Louis, and while she spent her formative years in Cleveland, Ohio she returned to St. Louis in 1999 to pursue her career as a singer; and

WHEREAS, Kim Massie was a popular performer at music festivals from coast to coast and abroad; and

WHEREAS, Kim Massie starred in the 2003 St. Louis Black Repertory Theater production Ain't Nothin' but the Blues, in 2005 she was awarded the Grand Center Visionary Award, and was honored twice by the Riverfront Times as Best Female Vocalist of the Year.

WHEREAS, Kim Massie was a Mother, Grandmother, sister, and a friend and mentor to many members of the St. Louis music community; and

WHEREAS, October 12, 2020 Kim Massie's life was cut short, but her legacy lives on in the hearts and voices of the many musicians she inspired, and the unforgettable performances she gave her numerous fans; and

WHEREAS, it is for the forgoing reasons that an honorary street name is a fitting and greatly deserved way to honor Kim Massie for her numerous contributions to the St. Louis community.

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

SECTION ONE. Kim Massie Way shall begin at the intersection of South Broadway and Cerre Street and run south on South Broadway to the intersection of South Broadway and Gratiot Street.

SECTION TWO. Pursuant to **Ordinance 68937**, at least sixty percent of all registered voters and / or persons owning a business on South Broadway and Cerre Street and run south on South Broadway to the intersection of South Broadway and Gratiot Street have signed a petition in support of this honorary street name.

SECTION THREE. Upon receipt of payment for manufacturing and installing the honorary street signs, the Director of Streets shall install the honorary street signs, Kim Massie Way, at the intersection of South Broadway and Cerre Street and, if funds remain, at the intersection of South Broadway and Gratiot Street.

Approved: February 11, 2021

**ORDINANCE #71306
Board Bill No. 201**

An ordinance authorizing and directing the Chief of Police, on behalf of the Mayor and the City of Saint Louis, to enter into and execute a Grant Agreement with the Missouri Department of Public Safety, Office of Homeland Security, to fund the 2020 Operation Legend grant program upon approval of the Board of Estimate and Apportionment, and to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

SECTION ONE. The Mayor and Chief of Police are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Missouri Department of Public Safety, Office of Homeland Security, to fund the 2020 Operation Legend grant program.

SECTION TWO. The Chief of Police is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the 2020 Grant Agreement, totaling \$838,128.00 in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the ordinance.

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

**ORDINANCE #71306
Board Bill No. 201
Operation Legend Grant Agreement
(Is on File in the Register's Office.)**

Approved: February 11, 2021

**ORDINANCE #71307
Board Bill No. 202**

An ordinance authorizing and directing the Chief of Police, on behalf of the Mayor and the City of Saint Louis, to enter into and execute a Grant Agreement with the Missouri Department of Public Safety, Office of Homeland Security, to fund the 2019 Project Safe Neighborhoods Program, upon approval of the Board of Estimate and Apportionment, and to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

SECTION ONE. The Mayor and Chief of Police are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Missouri Department of Public Safety, to fund the 2019 Project Safe Neighborhoods Program.

SECTION TWO. The Chief of Police is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the 2019 Grant Agreement, totaling \$123,400 in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the ordinance.

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

ORDINANCE #71307
Board Bill No. 202
Project Safe Neighborhoods Grant Agreement
(Is on File in the Register's Office.)

Approved: February 11, 2021

ORDINANCE #71308
Board Bill No. 218

An Ordinance, recommended by the Board of Public Service of the City of St. Louis (the "Board of Public Service"), establishing multiple public works and improvement projects within the City of St. Louis (the "Projects").

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

SECTION ONE. There are hereby authorized the following public works and improvement projects:

- (A) Southwest/Columbia Bridge Over Union Pacific Railroad - **Exhibit A**;
- (B) Lindell/Union Bridge Over Metrolink and Forest Park Parkway - **Exhibit B**;
- (C) Cortex/Tower Grove Connector (Tower Grove Ave. from Magnolia Ave. to Vandeventer Ave., and Vandeventer Ave. from Tower Grove Avenue to Sarah Street) - **Exhibit C**;
- (D) Jefferson Avenue Reconstruction - Section 2 (Cass Avenue to Natural Bridge Avenue) - **Exhibit D**;
- (E) Hamilton Bridge Over Metrolink - **Exhibit E**.

SECTION TWO. The City of St. Louis (the "City"), by and through its Board of Public Service, is hereby authorized and approved to let contracts and provide for the design, construction, materials, and equipment for the Projects; authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights and interests, in whole or in part, including easements (by lease, purchase, or otherwise), as necessary for completion of the Projects, and to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, governmental agencies, Bi-State Development Agency, Land Clearance for Redevelopment Authority (LCRA), Great Rivers Greenway District (GRG), Arch to Park, and other parties as necessary for completion of the Projects, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. § 110, et seq.), the Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program, and the Off-System Bridge Replacement and Rehabilitation (BRO) Program, 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.

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 require payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. All contracts let in connection with the construction provided for herein shall require contractor's enrollment and participation in a federal work authorization program and an affirmation that contractor does not knowingly employ unauthorized alien employees pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri; require contractor provide a

ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees as required by the provisions of Section 292.675 of the Revised Statutes of Missouri; require the contractor to comply with the provisions of Section 34.057 of the Revised Statutes of Missouri (Prompt Payment/Retainage); require the furnishing of a bond by every contractor on this public works project pursuant to the provisions of Section 107.170 of the Revised Statutes of Missouri; and require contractor to comply with Section 34.353 of the Revised Statutes of Missouri (Domestic Product Procurement Act - Buy American); and requiring that all work provided for herein shall be subject to, and in conformance with all applicable statutes of Missouri, the City Charter, City ordinances including the "Complete Streets Policy" (City Ordinance 69955), when applicable, and Revised Code of the City, as amended, including any applicable City codes, rules and regulations.

SECTION FIVE. All specifications approved by the Board of Public Service and contracts let by authority of this Ordinance shall provide for compliance with the Disadvantaged Business Enterprise utilization goals established by federal or state law or regulation.

SECTION SIX. All advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 of the Revised Statutes of Missouri.

SECTION SEVEN. The total estimated cost of the Projects is Thirty-two Million, Five Hundred Twenty-five Thousand Dollars (\$32,525,000.00). There is hereby appropriated the total estimated cost of the Projects of Thirty-two Million, Five Hundred Twenty-five Thousand Dollars (\$32,525,000.00) from various sources including the Fixing America's Surface Transportation (FAST) Act, and its predecessors, including the federal Transportation Equity Act for the 21st Century (23 U.S.C. § 110, et seq.), the Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program, and the Off-System Bridge Replacement and Rehabilitation (BRO) Program; and the Local Match sources including One-Half Cent Ward Capital Improvement Fund, Union Pacific Railroad, 2018 Government Obligation Bonds, Forest Park Forever, Arch to Park, Metropolitan St. Louis Sewer District (MSD), and the Land Clearance for Redevelopment Authority (LCRA) Annual Appropriation Redevelopment Revenue Bonds.

The estimated project costs are further broken down as follows:

- (A) Southwest/Columbia Bridge Over Union Pacific Railroad:
Total Project Cost (Right-of-Way and Construction Only): \$9,700,000.00
Federal: \$7,760,000 Surface Transportation Program - Suballocated (STP-S)
Local Match: \$1,940,000.00 Union Pacific Railroad;
- (B) Lindell/Union Bridge Over Metrolink and Forest Park Parkway:
Total Project Cost (Design Only): \$2,500,000.00
Federal: \$2,000,000.00 Surface Transportation Program - Suballocated (STP-S)
Local Match: \$500,000.00 Total - \$200,000.00 Forest Park Forever; \$150,000.00 - ½ Cent Ward Capital Improvement Fund; \$150,000.00 - 2018 Government Obligation Funds;
- (C) Cortex/Tower Grove Connector (Tower Grove Ave. from Magnolia Ave. to Vandeventer Ave., and Vandeventer Ave. from Tower Grove Avenue to Sarah Street):
Total Project Cost (Construction Only): \$8,200,000.00
Federal: \$5,596,244.00 Congestion Mitigation Air Quality (CMAQ)
Local Match: \$2,603,756.00 Arch to Park;
- (D) Jefferson Avenue Reconstruction - Section 2 (Cass Avenue to Natural Bridge Avenue):
Total Project Cost (Construction Only): \$10,125,000.00
Federal: \$7,950,000.00 Better Utilizing Investments to Leverage Development Discretionary Grant Program (BUILD)
Local Match: \$2,175,000.00 Total - \$1,851,000.00 Land Clearance for Redevelopment Authority (LCRA) Annual Appropriation Redevelopment Revenue Bonds; \$324,000.00 Metropolitan St. Louis Sewer District (MSD);
- (E) Hamilton Bridge Over Metrolink (Nina to DeGiverville):
Total Project Cost (Construction Only): \$2,000,000.00
Federal: \$1,600,000.00 Off-System Bridge Replacement and Rehabilitation Program (BRO)
Local Match: \$400,000.00 Soft Match Credit - BRO Funds from Missouri County Trade.

The federal funds shall 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 shall be appropriated from funds identified and collected from the sources identified in this document. Said improvements shall be contracted

and executed in parts as funds are accrued in the Match Share Fund and are adequate to pay the City's share of the cost. The Lindell/Union Bridge Over Metrolink and Forest Park Parkway Project shall be contracted and executed in parts only as funds are accrued in the Match Share Fund as are adequate to pay the City's share of the cost; additional funding and further ordinance authority will be required to complete the construction.

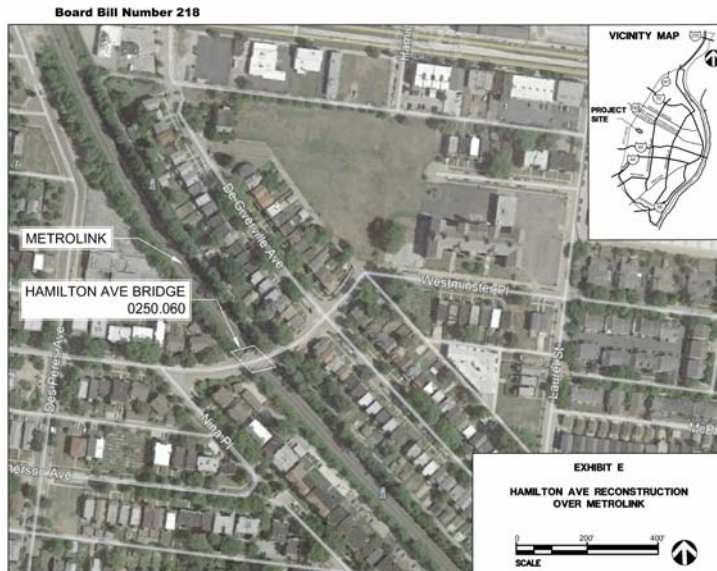
SECTION EIGHT. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this Ordinance and is further authorized and directed to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. § 110, et seq.), the Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant Program, and the Off-System Bridge Replacement and Rehabilitation (BRO) Program, 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, established by 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 appropriate Project account.

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.

ORDINANCE NO. 71308 - EXHIBITS A, B, C, D & E





**BOARD BILL NUMBER 218
FISCAL NOTE**

Preparer's Name: John P. Kohler, P.E.

Phone Number or Email Address: (will be available publicly) (314) 589-6623

Bill Sponsor: Alderman Jeffrey Boyd

Bill Synopsis:	Let contracts for design, right-of-way acquisition, and construction of multiple transportation improvement program projects.
Type of Impact:	None.
Agencies Affected:	Board of Public Service, Street Department, Parks Department, Office of the Disabled, Water Division.

**SECTION A
Does this bill authorize:**

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ___ Yes No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ___ Yes No.
- A commitment of city funding in the future under certain specified conditions? ___ Yes 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 No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ___ Yes No.
- A capital improvement project that increases operating costs over the current adopted city budget? ___ Yes 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 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:

- 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:

- 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:

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

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.

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

- Describe any assumptions used in preparing this fiscal note:

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

- Have the financial estimates of this bill been verified by the City Budget Division? ___ Yes ___ No.
 - If yes, by whom? _____.

Approved: February 11, 2021

ORDINANCE #71309
Board Bill No. 231

An Ordinance establishing a two-way stop site at the intersection of North Sarah Street and Westminster Place regulating all traffic traveling north bound and south bound on North Sarah Street at the intersection of North Sarah Street and Westminster Place; and containing an emergency clause.

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

SECTION ONE. There is hereby established a two-way stop site for all traffic approaching the intersection of North Sarah Street and Westminster Place regulating all traffic traveling north bound and south bound on North Sarah Street at the intersection of North Sarah Street and Westminster Place. The Director of Streets is hereby authorized and directed to install stop signs at said location to regulate north and southbound traffic approaching the intersection North Sarah Street and Westminster Place.

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

Approved: February 11, 2021

**ORDINANCE #71310
Board Bill No. 232**

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently unlicensed premises within the boundaries of the First Ward, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and containing an emergency clause.

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

SECTION ONE. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises which is located within the boundaries of the First Ward.

SECTION TWO. Notwithstanding the provisions of Section One of this Ordinance, the Excise Commissioner shall have authority to approve transfer of an existing license to another premises within the petition circle of the currently licensed premises as follows:

1. In the case of death of a person licensed under the provisions of this title the Excise Commissioner may transfer the license to the widow or widower or next of kin of such deceased, provided that the transferee meets the requirements and qualifications of this title.
2. In the case of the death or withdrawal of one or more of the members of a partnership to which a license has been issued under the provisions of this title, the Excise Commissioner shall, upon request, transfer the license to permit the remaining partner or partners to operate the business. A license issued under the provisions of this chapter or title may, in the discretion of the Excise Commissioner, be transferred to any other premises within the petition circle of the currently licensed premises, provided that the licensee had obtained neighborhood consent to operate at the currently licensed premises. Provided, however, that no license issued for a motor vehicle service station business can be transferred to a different location.

SECTION THREE. Emergency clause.

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

Approved: February 11, 2021

**ORDINANCE #71311
Board Bill No. 180**

An Ordinance establishing two, two-way stop sites at the eastern and western intersections of Whittier Street and Washington Boulevard regulating all traffic traveling eastbound and westbound on Washington Boulevard at the eastern intersection of Whittier Street and Washington Boulevard and regulating all traffic traveling eastbound and westbound on Washington Boulevard at the western intersection of Whittier Street and Washington Boulevard; and containing an emergency clause.

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

SECTION ONE. There is hereby established two, two-way stop sites for all traffic approaching the eastern and western intersections of Whittier Street and Washington Boulevard regulating all traffic traveling eastbound and westbound on Washington Boulevard at the eastern intersection of Whittier Street and Washington Boulevard, and regulating all traffic traveling eastbound and westbound on Washington Boulevard at the western intersection of Whittier Street and Washington Boulevard. The Director of Streets is hereby authorized and directed to install stop signs at said locations to regulate traffic approaching these intersections.

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

Approved: February 11, 2021

ORDINANCE #71312
Board Bill No. 239

An Ordinance recommended by the Board of Estimate and Apportionment wherein the Board of Aldermen authorizes the receipt of and appropriates funds (solely to the extent received) appropriated by the United States Congress to the Department of the Treasury under House of Representatives Bill 133 for emergency rental and housing assistance payments by local governments, for emergency health purposes under the United States Department of Health and Human Services grant programs, and for the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program; and containing an emergency clause.

WHEREAS, the City anticipates receipt of Nine Million Four Hundred Thousand Dollars (\$9,400,000) Dollars in coronavirus-related housing relief funds appropriated by United States House of Representatives Bill 133 (HR 133), Division N, Section 501(a) to the Department of Treasury for emergency rental and other housing assistance purposes (hereinafter, the 2021 Housing Relief Funds); and

WHEREAS, the City anticipates receipt of up to Seventy-Five Million Dollars (\$75,000,000) in funds appropriated by HR 133 as coronavirus-related emergency health funds to be awarded by the United States Department of Health and Human Services (the 2021 Emergency Health Funds); and

WHEREAS, the City anticipates receipt of Four Million Dollars (\$4,000,000) in coronavirus-related funds to reduce arrearages of low-income households for bills for water and wastewater services under the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program (the 2021 Water Assistance Funds); and

WHEREAS, there is an urgent need to distribute housing assistance funds to eligible City residents, to restore City funds for emergency expenditures caused by COVID-19, and to reduce arrearages for unpaid water and wastewater bills; and

WHEREAS, the City seeks to appropriate the 2021 Housing Relief Funds, the 2021 Emergency Health Funds, and the 2021 Water Assistance Funds for their allowed purposes, including reimbursement of City expenditures.

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

SECTION ONE. The City, by and through the Department of Human Services, is hereby authorized to accept the 2021 Housing Relief Funds, and there is hereby appropriated the sum of up to Nine Million Four Hundred Thousand Dollars (\$9,400,000.00), to the extent received from the 2021 Housing Relief Funds. The Director of the Department of Human Services is hereby authorized to make, negotiate, and execute any and all contracts or other documents on behalf of the City to expend such funds to the extent received and to expend such funds on behalf of the City for purposes allowed under the grant agreement including the payment of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak for eligible recipients and allowed case management and administrative costs. The Comptroller is authorized and directed to issue warrants upon the City Treasury for payment of all expenditures authorized in this Section.

SECTION TWO. The City, by and through the Department of Health and Hospitals, is hereby authorized to accept the 2021 Emergency Health Funds, and there is hereby appropriated the sum of up to Seventy-Five Million Dollars (\$75,000,000.00), to the extent received from the Emergency Health Funds. The Director of the Department of Health and Hospitals is hereby authorized to make, negotiate, and execute any and all contracts or other documents on behalf of the City on and to expend such funds to the extent received for purposes allowed for such funds under HR 133, including reimbursement for any City expenditures previously incurred. The Comptroller is authorized and directed to issue warrants upon the City Treasury for payment for expenditures authorized under this Section.

SECTION THREE. The City, by and through the Department of Public Utilities is authorized to accept the 2021 Water Assistance Funds, and there is hereby appropriated the sum of up to Four Million Dollars (\$4,000,000.00) to the extent received from the 2021 Water Assistance Funds. The Director of the Department of Public Utilities is hereby authorized to make, negotiate, and execute any and all contracts or other documents on behalf of the City which are necessary to expend such funds and to expend such funds to the extent received for the purposes allowed by such funding, including reducing arrearages of low-income customers receiving water or wastewater services and reimbursement of City expenses as allowed. The Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

SECTION FOUR. Emergency Clause. Delay in receipt and appropriation of these monies will increase threats to housing security and the public health and welfare by delay in responding to the COVID-19 crisis. This being an ordinance appropriated for emergency funding for current expenses of the City government, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

Approved: February 16, 2021

