

Summary**Board Bill Number 71****As Amended****Primary Sponsor: President Lewis Reed****June 19, 2020**

This Board Bill submits to the qualified voters of the City of St. Louis, a proposal to add one new article, Article XXVII, of the City of St. Louis Charter which authorizes and directs the Mayor to enter into a long-term lease for the operation and management of the St. Louis Lambert International Airport provided that total proceeds, including the payment of airport debt, are at least \$1.7 billion and creates trust funds to direct the net proceeds of at least \$1.0 billion to be used for public safety, neighborhood development, job and vocational training, streets, bridges, parks, clean and livable neighborhoods, and city infrastructure. It also contains an emergency clause.

BOARD BILL NUMBER 71 AS AMENDED INTRODUCED BY: PRESIDENT LEWIS REED/ALDERMAN JOHN COLLINS-MUHAMMAD

1 An ordinance submitting to the qualified voters of the City of St. Louis, a proposal to add one
2 new article, Article XXVII, of the City of St. Louis Charter which authorizes and directs the
3 Mayor to enter into a long-term lease for the operation and management of the St. Louis Lambert
4 International Airport provided that total proceeds, including the payment of airport debt, are at
5 least \$1.7 billion in addition to a minimum annual revenue share payment of \$6,500,000 (Six
6 Million Five Hundred Thousand Dollars) to be paid over the life of the lease and creates trust
7 funds to direct the net proceeds of at least \$1.0 billion to be used for public safety, neighborhood
8 development, job and vocational training, streets, bridges, parks, clean and livable
9 neighborhoods, and city infrastructure, and; providing for an election to be held for voting on the
10 proposed revision and the manner of voting thereat and; for the publication, certification, deposit,
11 and recording of this ordinance; and containing an emergency clause.

12 **WHEREAS**, the City continues to experience the negative effects of the “Delmar Divide”, seeing
13 wealth, income, life expectancies, health, delivery of city services, and general quality of life being
14 measurably different for people living north and south of Delmar Boulevard; and

15 **WHEREAS**, according to the U.S. Census Bureau in 2014, the neighborhoods north of Delmar are
16 99 percent Black, with a median home value of \$73,000 and median income of \$18,000; whereas,
17 neighborhoods south of Delmar are 73 percent white, with a median home value of \$335,000 and
18 median income of \$50,000; and

1 **WHEREAS**, a Manhattan Institute study entitled “The End of the Segregated Century: Racial
2 Separation in America's Neighborhoods, 1890-2010” studied segregation in U.S. cities with the
3 largest population of black residents. This study found St. Louis to be one of the most segregated
4 cities in the US.

5 **WHEREAS**, the City has experienced significant economic damage due to the COVID-19 pandemic
6 resulting in at least 141 tragic deaths, thousands of lost jobs, the temporary and permanent closure of
7 numerous businesses, and plummeting tax revenue that will negatively impact the city budget for
8 years to come; and

9 **WHEREAS**, the National Bureau of Economic Research has declared that the United States has
10 entered an economic recession, primarily due to the COVID-19 pandemic that is expected to
11 continue at least through the year 2021, continuing to cause economic and health hardships
12 throughout St. Louis and the rest of the country.

13 **WHEREAS**, the City has experienced another year of anti-racism protests and civil unrest following
14 numerous killings around the country of unarmed Black Americans by police officers. These large-
15 scale protests, which have occurred in all 50 states as well as cities all around the world, including St.
16 Louis, have called for reforms to make policing less violent and provide more accountability.

17 **WHEREAS**, the City is in need of economic stimulus and resources to produce needed change,
18 improve the quality of life for city residents, and to address the negative effects of the “Delmar
19 Divide”, COVID-19, and the economic recession.

20 **WHEREAS**, the City has received more than twelve (12) complete responses to a previously issued
21 request for qualifications to enter into a long-term lease, including the management and operation, of

1 all or a majority of the Airport, from combined operating and financing teams with the intent and
2 capability to execute such a lease.

3 **WHEREAS**, the City currently receives less than \$7 million dollars a year towards general revenue
4 from the Airport.

5 **WHEREAS**, the Airport currently has debt of approximately \$700 million dollars.

6 **WHEREAS**, the City stands to receive no less than \$1.7 billion dollars upfront from the leasing of
7 the Airport, allowing for the elimination of \$700 million dollars of existing debt and at least \$1
8 billion dollars for much needed investments in neighborhoods, infrastructure, job training, criminal
9 justice reform, health, economic development, loans for small businesses, home repair,
10 redevelopment of vacant houses and land, and improving the quality of life for city residents.

11 **WHEREAS**, if this bill is adopted, The City cannot enter an agreement to lease the Airport without
12 the approval of 60% of the voters; and the Airport can never be sold.

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

14 **SECTION ONE - PUBLIC VOTE**

15 A. The following amendment to the Charter of the City of St. Louis is hereby proposed and
16 submitted to the voters of the City of St. Louis and shall be voted upon at an election to be held
17 as hereinafter provided.

1 B. The aforementioned amendment to the Charter of the City of St. Louis is in words and figures
2 as follows: The Charter of the City of St. Louis is hereby amended to add a new Article XXVII
3 to be and read as follows:

4 ARTICLE XXVII – ST. LOUIS LAMBERT INTERNATIONAL AIRPORT LONG TERM
5 LEASE

6 (1) Notwithstanding any provision of the Charter to the contrary, the City of St. Louis is
7 authorized to participate in the Airport Investment Partnership Program pursuant to 49
8 U.S.C. 47134, provided that the net present value of the full lease payment, including the
9 amount required to pay or defease all Airport debt, shall not be less than one billion,
10 seven hundred million dollars (\$1.7 billion) in addition to a minimum annual revenue
11 share payment of \$6,500,000 (Six Million Five Hundred Thousand Dollars) in year one
12 to be paid over the life of the lease with an annual 2% minimum increase and, with a
13 minimum of one billion dollars (\$1.0 billion) at the time of closing to be deposited in the
14 trust accounts created in this Amendment.

15 (2) The City of St. Louis (the “City”) shall not have the authority to sell the St. Louis
16 Lambert International Airport (the “Airport”) to any entity.

17 (3) Notwithstanding any provision of the Charter to the contrary, the City shall, upon
18 approval of this Amendment, enter into a long term lease for all or a majority of the
19 Airport, including the management and operation, with a combined operating and
20 financing team (the “Lessee”), provided that the following conditions are met:

- 1 a) any such lease shall not exceed a term of forty-nine (49) years;
- 2 b) any existing Airport debt, including any and all revenue bonds, be fully and finally
- 3 paid or defeased by the Lessee;
- 4 c) The City shall receive in addition to a minimum annual revenue share payment of
- 5 \$6,500,000 (Six Million Five Hundred Thousand Dollars) to be paid over the life of
- 6 the lease. All other funds received by the City from the lease, after payment or
- 7 defeasance of the Airport debt in the first full year of the lease, and any and all
- 8 closing costs or contractually required payments (the "Lease Proceeds"), shall be
- 9 deposited into the following trust funds which are hereby created in the treasury and
- 10 shall stand appropriated and shall be expended, as not restricted by state law, as
- 11 follows:
- 12 1) In the **SAFE NEIGHBORHOODS TRUST FUND**, at least twenty-five percent (25%) of
- 13 the Lease Proceeds, but not less than two hundred and fifty million dollars (\$250.0 million),
- 14 which shall be used solely for the purposes of addressing the root causes of crime and
- 15 improving public safety in neighborhoods including for increasing compensation levels for
- 16 community police officers, firefighters and public safety personnel.
- 17 a) All funds shall be new and in addition to any existing funds or tax revenue appropriated
- 18 or spent for public safety by the City;
- 19 b) Twenty-five percent (25%) of the cost of the annual independent audit under Section (10)
- 20 of this Amendment shall be paid out of the **SAFE NEIGHBORHOODS TRUST FUND**.

- 1 c) All interest earned by the fund will be kept within the fund to be used in accordance with
2 items 1a) and 1b) in this section.
- 3 2) In the **DISTRESSED NEIGHBORHOODS DEVELOPMENT FUND**, at least twenty
4 percent (20%) of the Lease Proceeds, but not less than two hundred million dollars (\$200.0
5 million), which shall be used solely for the purposes of funding new development in the
6 city's poorest neighborhoods, including improvements to or repurposing of buildings in
7 neighborhoods with both an unemployment rate and poverty rate above the City average.
8 Distressed Neighborhoods shall be defined as neighborhoods within the boundaries of the
9 City of Saint Louis, with a high concentrated unemployment rate, lack of residential
10 development, lacking of commercial and industrial development; and poverty.
- 11 a) All funds shall be new and in addition to any existing funds or tax revenue appropriated
12 or spent for neighborhood development by the City;
- 13 b) Twenty percent (20%) of the cost of the annual independent audit and costs under Section
14 (10). of this Amendment shall be paid out of the **DISTRESSED NEIGHBORHOODS**
15 **DEVELOPMENT FUND**.
- 16 c) Funds allocated for distressed neighborhoods will be allocated annually per the direction
17 of the current Alderperson or Alderperson who represents the ward or wards.
- 18 d) At least 65% of the funds disbursed from this Fund will be in low-income communities
19 (LICs) within the City of St. Louis. LICs are census tracts where the poverty rate is at

1 least 28 percent or where the median family income does not exceed 60 percent of the
2 area median family income, as measured on a bi-annual basis

3 e) All interest earned by the fund will be kept within the fund to be used in accordance with
4 items 1a), 1b), and 1d) in this section.

5 3) In the **JOB CREATION AND TRAINING FUND**, at least twenty percent (20%) of the
6 Lease Proceeds, but not less than two hundred million dollars (\$200.0 million), which shall
7 be used solely for the purposes of creation of new job centers in the City of St. Louis and the
8 training of residents to meet the qualifications of those newly created jobs and other new and
9 emerging fields that offer the greatest employment opportunities, and for the purposes of
10 funding state-of-the-art training in proficiencies that are in high demand within our region.

11 All interest earned by the fund will be kept within the fund to be used in accordance with
12 items 1a) and 1b) in this section.

13 a) All funds shall be new and in addition to any existing funds or tax revenue appropriated
14 or spent for job training or workforce development by the City;

15 b) Twenty percent (20%) of the cost of the annual independent audit under Section (10). of
16 this Amendment shall be paid out of the **JOB TRAINING FUND**.

17 4) In the **STREETS, BRIDGES AND PARKS TRUST FUND**, at least ten percent (10%) of
18 the Lease Proceeds, but not less than one hundred million dollars (\$100.0 million), which
19 shall be used solely for the purposes of constructing new or maintaining existing streets,

1 bridges, and parks, including providing matching funds for street and bridge repairs, as
2 follows:

3 a) At least fifty percent (50%) of the initial deposit in the STREETS, BRIDGES AND
4 PARKS TRUST FUND shall be disbursed or committed within three (3) years;

5 b) All funds shall be new and in addition to any existing funds or tax revenue appropriated
6 or spent for construction and maintenance of existing streets, bridges, and parks, by the
7 City;

8 c) Ten percent (10%) of the cost of the annual independent audit under Section (10). of this
9 Amendment shall be paid out of the STREETS, BRIDGES AND PARKS TRUST
10 FUND.

11 d) Funds shall be allocated only for parks that are less than one thousand (1,000)
12 acres in size or are not defined as “Independent Parks” by the City of St. Louis
13 Parks Division. The Board of Aldermen shall receive and consider advice,
14 recommendations, and guidance from the current Alderperson or Alderpersons in
15 each ward or wards with such a park prior to allocating funds for parks from the
16 STREETS, BRIDGES AND PARKS TRUST FUND

17 e) All interest earned by the fund will be kept within the fund to be used in accordance with
18 items 1a) and 1b) in this section.

1 5) In the **CLEAN AND LIVABLE NEIGHBORHOODS TRUST FUND**, at least ten percent
2 (10%) of the Lease Proceeds, but not less than one hundred million dollars (\$100.0 million),
3 which shall be used solely for the purposes of the proper environmental removal of publicly-
4 owned vacant buildings, the construction of affordable housing where such vacant buildings
5 were removed, the preservation of certain historic homes and other historic properties, and
6 the Healthy Home and Senior Minor Home repair programs or their successor or substitute
7 programs as follows:

8 a) At least fifty percent (50%) of the initial deposit in the CLEAN AND LIVABLE
9 NEIGHBORHOODS TRUST FUND shall be disbursed or committed within three (3)
10 years;

11 b) All funds shall be new and in addition to any existing funds or tax revenue appropriated
12 or spent for the removal of vacant buildings or the construction of affordable housing by
13 the City;

14 c) Ten percent (10%) of the cost of the annual independent audit under Section (10). of this
15 Amendment shall be paid out of the CLEAN AND LIVABLE NEIGHBORHOODS
16 TRUST FUND.

17 d) At least 65% of the funds disbursed from this Fund will be in low-income communities
18 (LICs) within the City of St. Louis. LICs are census tracts where the poverty rate is at
19 least 28 percent or where the median family income does not exceed 60 percent of the
20 area median family income, as measured on a bi-annual basis

- 1 e) Ten percent (10%) of the cost of the annual independent audit under Section (10). of this
2 Amendment shall be paid out of the CLEAN AND LIVABLE NEIGHBORHOODS
3 TRUST FUND.
- 4 f) All interest earned by the fund will be kept within the fund to be used in accordance with
5 items 1a) 1b) 1c) and 1d) in this section.
- 6 6) In the **MINORITY BUSINESS ASSISTANCE TRUST FUND**, at least 5 percent (5%) of
7 the Lease Proceeds, but not less than fifty million dollars (\$50.0 million), which shall be used
8 solely for the purposes of providing low-interest loans, training and assistance, and overall
9 capacity-building to certified minority and women-owned businesses licensed in the City of
10 St. Louis.
- 11 a) At least fifty percent (50%) of the initial deposit in the MINORITY ASSISTANCE
12 TRUST FUND shall be disbursed or committed within three (3) years;
- 13 b) Uses of funds will include providing minority and women owned construction firms with
14 the capacity and resources to qualify as ‘responsible bidders’ as defined in later sections
15 of this charter amendment.
- 16 c) All interest earned by the fund will be kept within the fund to be used in accordance with
17 items 1a) and 1b) in this section.
- 18 d) All funds shall be new and in addition to any existing funds or tax revenue appropriated
19 or spent for providing low-interest loans, training and assistance, and overall capacity-
20 building to certified minority and women-owned businesses by the City;

1 e) Five percent (5%) of the cost of the annual independent audit under Section (10). of this
2 Amendment shall be paid out of the MINORITY BUSINESS ASSISTANCE TRUST
3 FUND.

4 7) In the **PUBLIC TRANSIT INFRASTRUCTURE TRUST FUND**, at least five percent
5 (5%) of the Lease Proceeds, but not less than fifty million dollars (\$50.0 million), which shall
6 be used solely for the purposes of development of combined passenger and/or freight
7 transportation certification facilities, incomplete urban transit extensions, or potential airport
8 ground transit operations including any new modes of transportation as researched or
9 regulated by the United States Department of Transportation or its successor as follows:

10 a) All funds shall be new and in addition to any existing funds or tax revenue appropriated
11 or spent for public transit infrastructure by the City;

12 b) Five percent (5%) of the cost of the annual independent audit under Section (10). of this
13 Amendment shall be paid out of the **PUBLIC TRANSIT INFRASTRUCTURE TRUST**
14 **FUND**.

15 c) All interest earned by the fund will be kept within the fund to be used in accordance with
16 items 1a) and 1b) in this section.

17 8) In the **TECHNOLOGY MODERNIZATION TRUST FUND**, at least four percent (4%) of
18 the Lease Proceeds, but not less than forty million dollars (\$40.0 million), which shall be
19 used solely for the purposes of modernizing and upgrading technology in city departments

1 and agencies, as well as developing a state-of-the-art technology infrastructure in City
2 neighborhoods

3 a) All funds shall be new and in addition to any existing funds or tax revenue appropriated
4 or spent for technology modernization by the City;

5 b) Four percent (4%) of the cost of the annual independent audit under Section (10). of this
6 Amendment shall be paid out of the TECHNOLOGY MODERNIZATION TRUST
7 FUND.

8 c) All interest earned by the fund will be kept within the fund to be used in accordance with
9 items 1a) and 1b) in this section.

10 9) In the **SMALL BUSINESS REVOLVING LOAN TRUST FUND**, at least one percent
11 (1%) of the Lease Proceeds, but not less than ten million dollars (\$10.0 million), which shall
12 be used solely for the purposes of providing funding or collateral for prime rate, low-interest
13 loans up to \$100,000 to small businesses licensed in the City of St. Louis.

14 a) All funds shall be new and in addition to any existing funds or tax revenue appropriated
15 or spent for public safety by the City;

16 b) One percent (1%) of the cost of the annual independent audit under Section (10). of this
17 Amendment shall be paid out of the **SMALL BUSINESS REVOLVING LOAN TRUST**
18 **FUND**.

1 c) All interest earned by the fund will be kept within the fund to be used in accordance with
2 items 1a) and 1b) in this section.

3 10) In the **ESSENTIAL RESERVES TRUST FUND** In the event the City receives any
4 payments from the Lessee more than one hundred twenty (120) days after the closing or
5 consummation of a lease which payments continue over the life of the lease, such payments
6 as collected shall be deposited in the Essential Reserve Trust Fund and used solely as
7 follows:

8 (a) To increase essential City services above general revenue appropriations in
9 any fiscal year;

10 d) any such lease shall not reduce or otherwise change any wage rate, benefit, working
11 condition, or other term or condition of employment that is the subject of an existing
12 collective bargaining agreement;

13 e) any lease shall require that all existing employees of the Airport shall be offered
14 employment by the Lessee with no reduction in compensation; and

15 f) the only use at or for the Airport of any funds received by the City shall be solely for
16 the attraction of or payment for flights to new destinations at the Airport

17 (4) Within a period of thirty (30) days after approval of this Amendment, a qualified
18 team may submit a binding and fully financed proposal to the City for a lease. When
19 such proposals are submitted, along with a deposit of ten percent (10%) of the full
20 lease proceeds, which shall not be less than a net present value of one billion, seven

1 hundred million dollars (\$1.7 billion), to be refunded to any team not selected by the
2 Evaluation Committee. The President of Board of Aldermen shall appoint two
3 persons, the Mayor shall appoint two persons, and the Comptroller shall appoint one
4 person to the evaluation committee (the “Evaluation Committee”) which shall
5 evaluate and select the best combined operating and financial entity or team based on
6 the Lease Proceeds to the City.

7 (a) The Evaluation Committee shall consist of (1) one person with international
8 or major domestic financial expertise, (2) one person with airport operational
9 expertise of a large or medium hub airport in the United States, (3) one person
10 in the leadership of a construction or building trade labor organization; (4) one
11 person in the leadership of a minority based community organization; and (5)
12 one resident of the City. If either the Mayor, or the Comptroller fails to so
13 appoint their respective committee members within thirty (30) days after
14 approval of this Amendment, then the President of the Board of Aldermen
15 shall make such officer’s appointments to the Evaluation Committee.

16 (b) The Evaluation Committee shall review the capability of the entity or team
17 submitting the highest proposal to confirm that such entity or team has the
18 following:

19 (i) technical capability, including operations, maintenance, and construction
20 expertise, to operate the Airport; and

1 (ii) financial capability, including committed financing to pay the Lease
2 Proceeds and ability to raise sufficient financing to maintain the Airport
3 during the full duration of the lease, to fund all obligations under the lease.

4 (c) The Evaluation Committee shall certify, within sixty (60) days after approval
5 of this Amendment, the top team to the President of the Board of Aldermen,
6 the Mayor, and the Comptroller.

7 5) Notwithstanding any provision of the Charter to the contrary, the Mayor is hereby
8 authorized and directed to execute a lease with the combined operating and financial
9 entity or team certified by the Evaluation Committee and such lease shall be
10 consistent with the requirements herein and such lease shall be effective once
11 approved by the Board of Estimate and Apportionment of the City. If the Mayor fails
12 to so act by March 31, 2021, then the President of the Board of Aldermen shall be
13 authorized and directed to execute a lease with the combined operating and financial
14 entity or team certified by the Evaluation Committee and such lease shall be
15 consistent with the requirements herein and such lease shall be effective once
16 approved by the Board of Estimate & Apportionment. Except as specified below, the
17 Lessee certified shall close the lease and make all payments, including the payment of
18 or defeasance of all Airport debt and any and all closing costs or contractually
19 required payments, no later than April 10, 2021.

20 a. Any lease shall require expenses incurred in development
21 of the lease or the evaluation of proposals, including for

1 technical advice and assistance, financial advice and
2 assistance, and legal services and related costs, shall be
3 fully and finally paid by the Lessee and provide that no
4 financial or other advisor shall have any material interest or
5 participation in the lease itself, except as expressly
6 provided in this amendment;

7 b. Any lease shall provide that the Airport remain open three
8 hundred sixty-five (365) days per year for the duration of
9 the lease except in cases of war or acts of god;

10 c. The Lessee shall not transfer any or all of the Lessee's
11 interest unless:

12 i. The Federal Aviation Administration and Transportation Security
13 Agency have approved such proposed transfer and transferee;

14 ii. Any proposed transferee obtains all necessary approvals and
15 exemptions from the Federal Aviation Administration;

16 iii. C.The Board of Estimate and Apportionment has approved such
17 proposed transfer and transferee; and

18 iv. The proposed transferee enters into an agreement with the City in
19 form and substance reasonably satisfactory to the Board of Estimate
20 and Apportionment wherein the transferee acquires the rights and
21 assumes the obligations of the Lessee and agrees to perform and

1 observe all of the obligations and covenants of the Lessee under the
2 lease and related documents. Any transfer made in violation of the
3 foregoing provision shall be null and void *ab initio* and of no force
4 and effect;

5 d. The lease shall require that Lessee, and the Lessee alone,
6 use commercially reasonable efforts to have the Airport
7 facilities upgraded to and remain in the top ten percent
8 (10%) of all large or medium hub airports in the United
9 States as determined by a national or international evaluator
10 such as JDPower, Skytrax or similar entity;

11 e. The lease shall include a term that the Lessee will comply
12 with all applicable laws, ordinances, rules and regulations
13 governing the conduct of business in the City and the State
14 of Missouri; and

15 f. The lease shall insure that:

- 16 i. The Airport will continue to be available for public use on
17 reasonable terms and conditions and without unjust discrimination;
- 18 ii. The operation of the Airport will not be interrupted in the event that
19 the Lessee becomes insolvent or seeks or becomes subject to any
20 state or federal bankruptcy, reorganization, insolvency, liquidation,
21 or dissolution proceeding or any petition or similar law seeking the

1 dissolution or reorganization of the Lessee or the appointment of a
2 receiver, trustee, custodian, or liquidator for the Lessee or a
3 substantial part of the Lessee's property, assets, or business;

4 iii. The Lessee will maintain, improve, and modernize the facilities of
5 the Airport through capital investments and will submit to the
6 United States Secretary of Transportation and the Board of Estimate
7 and Apportionment a plan for carrying out such maintenance,
8 improvements, and modernization;

9 iv. Every fee of the Airport imposed on an air carrier on the day before
10 the date of the lease of the Airport will not increase faster than the
11 rate of inflation unless a higher amount is approved— A) By at
12 least sixty-five (65) percent of the air carriers serving the Airport;
13 and B) By air carriers whose aircraft landing at the Airport during
14 the preceding calendar year had a total landed weight during the
15 preceding calendar year of at least sixty-five (65) percent of the
16 total landed weight of all aircraft landing at the Airport during such
17 year;

18 v. The percentage increase in fees imposed on general aviation aircraft
19 at the Airport will not exceed the percentage increase in fees
20 imposed on air carriers at the Airport;

- 1 vi. Safety and security at the Airport will be maintained at the highest
2 possible levels;
- 3 vii. The adverse effects of noise from operations at the Airport will be
4 mitigated to the same extent as at a public airport;
- 5 viii. Any adverse effects on the environment from Airport operations
6 will be mitigated to the same extent as at a public airport;
- 7 ix. Any collective bargaining agreement that covers employees of the
8 Airport and is in effect on the date of the lease of the Airport will
9 not be abrogated by the lease and the lease will contain provisions
10 protecting existing collective bargaining agreements and future
11 protections as outlined in Section 7 of this Amendment;
- 12 x. Airlines with service at the Airport shall receive, under the lease
13 and related documents, at least a net present value savings of one
14 hundred million dollars (\$100.0 million) with at least seventy-five
15 (75%) received in the first two years of such lease;
- 16 xi. The Lessee will undertake and complete a robust capital plan in
17 mutual agreement with airlines representing the majority of landed
18 weight at the Airport;
- 19 xii. The Lessee will make a commitment to achieving long term
20 improvements in the areas of inclusion, diversity and equality for all
21 and the utilization of Minority Owned Business Enterprise and/or

1 Women Owned Business Enterprise contractors, subcontractors and
2 vendors at transformational levels in accordance with and beyond
3 those described in any ordinance of the City or any state or federal
4 law or regulation. In the third year of the lease and each ensuing
5 year up, but not including the tenth year, the Lessee, its affiliates, or
6 delegates total dollar spend on all contracts with minority and
7 women businesses shall not be less than thirty percent (30%) with at
8 least twenty-two point five percent (22.5%) with African American
9 owned businesses, nine percent (9%) with women owned
10 businesses, one percent (1%) with Latino owned businesses and one
11 percent (1%) with other minority group owned businesses. In the
12 tenth year and every ensuing year of the lease, the Airport
13 Operator, its affiliate, or its delegate's total dollar spend on all
14 contracts with minority and women businesses shall not be less than
15 forty-five percent (45%) with at least thirty percent (30%) with
16 African American owned businesses, twelve percent (12%) with
17 women owned businesses, two percent (2%) with Latino owned
18 businesses and one percent (1%) with other minority group owned
19 businesses. If in the third year or in any ensuing year of the lease
20 the requirements of this section are not met or exceeded, the Lessee
21 shall pay the difference between the actual spend on minority and

1 women owned businesses and the required targets of this section to
2 the City and all such funds shall be placed in a fund, as determined
3 by the Board of Aldermen, to be used solely for minority owned
4 business development; and

5 xiii. The Lessee shall, in accordance with Missouri law, in the letting of
6 all contracts, give preference to all firms, corporations, or
7 individuals doing business as Missouri firms, corporations or
8 individuals or which maintain Missouri offices or places of business
9 when the quality of performance promised is equal or better and the
10 price quoted is the same or less.

11 (6) At all times the City shall maintain its police power relative to the Airport and the City shall
12 maintain the fire protection and aircraft rescue firefighting services at the airport at the airport
13 and all costs shall be reimbursed by the lessee. Commissioned and non-commissioned
14 employees of the St. Louis Lambert International Airport Police Department shall be transferred
15 into the Police Division at the commensurate rank and pay of the corresponding position they
16 currently occupy without interruption in service and without loss of rank, seniority, accrued
17 leave or any other benefit earned or conferred to them during their course of employment, except
18 that the Chief of Police of the St. Louis Lambert International Airport Police Department shall
19 hold the rank of Lt. Colonel in the Police Division. Upon the completion of the transfer, the
20 Police Division shall provide all policing services at St. Louis Lambert International Airport and
21 shall assign an adequate number of commissioned and civilian police personnel to St. Louis

1 Lambert International Airport as is necessarily required to provide comprehensive policing
2 services there, giving first preference to commissioned personnel who were assigned to St. Louis
3 Lambert International Airport at the time of the transfer. There shall be no involuntary re-
4 assignment of commissioned officers who were assigned to St. Louis Lambert International
5 Airport Police Department as of the time the proposed charter amendment herein is approved by
6 the voters. The City of St. Louis Airport Commission and/or any successor entity as provided
7 herein shall continue to pay the wages, benefits and all other personnel costs associated with
8 commissioned and non-commissioned police personnel assigned to the St. Louis Lambert
9 International Airport Police Department, and shall make such expenditures necessary for safe
10 and efficient police operations upon the premises of St. Louis Lambert International Airport
11 consistent with their current expenses for such operations. All of the fixed assets and equipment
12 currently assigned to the St. Louis Lambert International Airport Police Department shall be
13 transferred to the Police Division on or before the effective date of this charter amendment. All
14 employees of the Police Division who possess the statutory power of arrest shall be
15 commissioned as peace officers by the City of St. Louis and shall be hereby authorized to
16 enforce the ordinances of the City of St. Louis upon the premises of St. Louis Lambert
17 International Airport. *St. Louis Lambert International Airport Police Department* shall mean the
18 commissioned and non-commissioned police personnel employed at St. Louis Lambert
19 International Airport by the City of St. Louis Airport Commission along with all of the fixed
20 assets and equipment assigned to that police department as of the time the proposed charter
21 amendment herein is approved by the voters.

1 (7) The Lessee of the Airport under the provisions of this Amendment (the “Employer”) will
2 have to abide by the document that encompasses both a Labor Peace Agreement (“LPA”) as well
3 as the adoption of any and all collective bargaining agreements in place at the time of being
4 awarded the lease and agree to negotiate successor collective bargaining agreements with
5 appropriate bargaining units at those agreement’s expiration. Any resulting collective bargaining
6 agreement, if any, shall also be binding upon any and all successors, purchasers, assignees,
7 subcontractors, or transferees of the Employer whether such succession, purchase, assignment,
8 subcontract, or transfer is affected voluntarily or by operation of law: and in the event of the
9 Employer's merger, consolidations, assignment or transfer of current employees to another
10 company or public or private entity, these terms shall be binding and continue in full force and
11 effect upon the entity with which employees are merged, consolidated, or transferred (in whole
12 or in part).

13 In all events, all current employees will maintain their original hiring date in their
14 position at the time prior to the Employer’s involvement and contract regarding the
15 Airport, will not be considered as new hires, and the successor, purchaser, assignee,
16 transferee, or merged, consolidated, or subcontract company or entity, public or private,
17 entity will carry out the terms of any collective bargaining agreement then in effect,
18 including voluntary recognition of the unions, a Fair Share agreement to replace the
19 current union security clause, to the extent enforceable by applicable law, and the
20 obligation to enter into negotiations for another successor agreement when the current
21 one expires.

1 Finally, the Employer adopts for itself and agrees that any successor, purchaser,
2 assignee, transferee, or merged, consolidated, or subcontract company or entity, public
3 or private, entity will only be allowed and accepted to the extent they too qualify as
4 responsible bidders willing to and actually entering into a LPA at the Airport.

5 In regards to all existing and future employees and bargaining units, whether or not
6 currently organized and/or represented by a labor organization: responsible bidder
7 means:

8 Prior to the contract execution and/or contract amendment by Airport, and as a
9 condition precedent to such execution:

10 (ii) The successor, purchaser, assignee, transferee, or merged,
11 consolidated, or subcontract company or entity, public or
12 private, shall have a signed LPA with the labor organizations
13 representing or seeking to represent the existing and future
14 employees and bargaining units of workers at the premises
15 covered by the Agreement;

16 (iii)The successor, purchaser, assignee, transferee, or merged,
17 consolidated, or subcontract company or entity, public or
18 private shall have submitted to the Airport a copy of such LPA,
19 executed by all of the parties; and

20 (iv)such LPA shall prohibit such labor organizations and their
21 members from engaging in picketing, work stoppages, boycotts

1 or other economic interference with the business of the
2 successor, purchaser, assignee, transferee, or merged,
3 consolidated, or subcontract company or entity, public or
4 private, at the Airport for the duration of the LPA.

5 Any such LPA must be presented to and approved as to form by the Board of Estimate &
6 Apportionment and the City Counselor's Office

7 As to construction projects, the term "responsible bidder" shall be further restricted to include,
8 except as to federal or state projects if prohibited as a condition of funding, only those bidders
9 who certify by notarized statement that: they have not been barred from bidding on any federal
10 or State projects within the last year; that they have not had any Airport-issued business, trade
11 or contracting license suspended or revoked within the last year; that they have and enforce a
12 drug-testing policy for all employees in the field; that they participate in or maintain their own
13 Department of Labor-approved apprentice program for each craft which the firm employs and
14 have active, registered apprentices for each program; that all on-site employees on the project
15 will be employees and that there will be no use of independent contractors or "leased
16 employees" for on-site work; that all employees will be licensed with the appropriate licensing
17 authority; that prevailing wages will be paid to all employees; that all employees and employee
18 supervisors will be OSHA-certified in compliance with then-current OSHA safety
19 requirements prior to working on the project; that all employees will be ten-hour OSHA
20 certified; that all employee supervisors will be thirty-hour OSHA-certified; and that they will

1 comply with all applicable laws, ordinances, rules and regulations governing the conduct of
2 business in the City, St. Louis County, and the State of Missouri or the Airport.

3 As used in this subsection:

4 i. "On-site employee" shall mean any laborer, workers, drivers,
5 equipment operators, and crafts persons employed by contractors and
6 subcontractors to be directly engaged in construction at the site of the
7 construction project;

8 ii. "Directly engaged in construction" shall mean work performed in the
9 actual erection of the structure or completion of the improvement
10 constituting the public work project, as well as employees working
11 at nearby facilities used by the contractor or subcontractor for
12 construction of the project. Persons engaged solely in the
13 transportation of materials, fuel or equipment to the site, and
14 contractors who perform landscaping work (which shall be defined
15 as seeding, sodding and planting of trees and shrubs, and retaining
16 wall construction), shall not be deemed to be directly engaged in
17 construction;

18 iii. An "independent contractor" is a self-employed worker hired to
19 perform services, who controls the manner and means of the services
20 performed, is responsible for his or her own taxes, and is considered
21 to be engaged in a business;

1 iv. A "supervisor" is a foreman, project manager, safety director or lead
2 tradesman on the project; and

3 v. A "subcontractor" is a person who enters into a subcontract with a
4 contractor for construction of public works and employs on-site
5 employees for completion of the contract.

6 (8) In the event that any provision of this Amendment is determined to be invalid by a court
7 of competent jurisdiction, such provision shall be severed and the remainder of this
8 Amendment shall remain in full force and effect and shall be construed to carry out the intent
9 of this Amendment to the greatest extent possible.

10 (9) Any citizen, resident or voter of the City may bring an action against the City, but not
11 against any private or contracted entity, to enforce any provision of this Amendment in the
12 Circuit Court of the City of St. Louis, and if successful, such citizen, resident or voter shall
13 receive all costs incurred, including actual attorney fees, in sustaining such an action. Such
14 costs and fees shall be paid proportionally out of each fund created by this Amendment.

15 (10) The Board of Estimate and Apportionment shall annually contract, with an
16 outside, nationally recognized auditing firm to perform an independent financial and
17 performance audit of the trust funds created by this Amendment and the cost of such annual audit
18 shall be paid as provided in this Amendment. The annual audit and all related reports shall be
19 made available to the public, with no redactions, within ten (10) days after the audit is presented
20 or delivered to the Committee.

1 (11) The Board of Estimate and Apportionment shall hire an Airport Lease Oversight Director
2 who will be able to hire two staff persons, with approval from the Board of Estimate and
3 Apportionment, to oversee the day to day compliance with the terms of the lease. The three staff
4 members together will form the Airport Lease Oversight Department. The Department will
5 report directly to the Board of Estimate & Apportionment.

6 The Airport Lease Oversight Director, subject to appropriations, shall be authorized to contract
7 with and seek advice from technical consultants.

8 The Airport Lease Oversight Department, with the approval of the Board of Estimate &
9 Apportionment, shall be authorized to bring an action to enforce any term of the lease, pursuant
10 to the terms of the lease. The Airport Lease Oversight Department will make a quarterly
11 presentation at a public hearing of the Board of Aldermen Transportation and Commerce
12 Committee detailing Lessee compliance with the lease terms.

13 **SECTION TWO - BALLOT LANGUAGE**

14 A. The foregoing revision to the Charter of the City of St. Louis shall be submitted to the
15 qualified voters of the City of St. Louis at an election to be held on the 3rd day of
16 November, 2020 if the proposed revision shall receive in its favor the votes of the
17 required three-fifths majority of qualified voters voting at said election for or against the
18 proposed revision, the revision shall be adopted and become a part of the Charter of the
19 City of St. Louis from the date of said election or such other date as may prescribed in
20 said amendment.

1 B. Qualified voters of the City of St. Louis voting at said election shall vote a ballot
2 substantially in the following form:

3 PROPOSITION []

4 Instructions to voters: To vote in favor of the proposition submitted on this ballot, place an [X] in
5 the square opposite the word YES and to vote against the proposition submitted on this ballot,
6 place an [X] in the square opposite the word NO.

7
8 The proposed amendment shall appear on the ballot substantially, as follows:

9 Shall the City of St. Louis Charter be amended to add a new Article XXVII which would
10 authorize and direct the Mayor to enter into a long term lease for the St. Louis Lambert
11 International Airport provided proceeds of at least \$1.7 billion, with annual revenue share
12 payments of \$6.5 million with at least \$1.0 billion to be put in the following trust funds to
13 improve the safety and quality of life for all city residents: 25% in a trust fund to be used solely
14 for safer neighborhoods; 20% in a trust fund to be used solely for redeveloping distressed
15 neighborhoods; 20% in a trust fund to be used solely for job creation & training; 10% in a trust
16 fund to be used solely for maintenance and repair of streets, bridges and parks; 10% in a trust
17 fund to be used solely for home repair & preservation, and removing dangerous buildings and
18 environmental hazards; 5% in a trust fund to be used solely for minority business assistance; 5%
19 in a public transit infrastructure fund to be used solely for the purposes of development of
20 combined passenger and/or freight transportation certification facilities; 4% in a trust fund to be

1 used solely for the purposes of modernizing and upgrading technology in city departments and
2 agencies and developing a state-of-the-art technology infrastructure in city neighborhoods; and
3 1% in a trust fund to be used solely for providing low-interest loans to small businesses?
4

5 If you are in favor of the question, place an [X] in the box opposite YES.

6 If you are opposed to the question, place an [X] in the box opposite NO.

7 YES NO

8 **SECTION THREE - ELECTION**

9 The Board of Election Commissioners shall provide the ballots and or voting machines, and
10 conduct the election and shall ascertain and certify the result thereof according to the law. If
11 voting machines are used, the aforesaid "PROPOSITION" shall be placed or posted on the said
12 voting machines wherever said machines are used under the direction of the Board of Election
13 Commissioners for the City of St. Louis and according to law.

14 **SECTION FOUR - CITY JOURNAL**

15 Upon the approval of this ordinance, it shall be published in the official publication of the City of
16 St. Louis, Missouri, The City Journal. Proof of said publication of this ordinance shall be made
17 by affidavit of the City Register, and such affidavit shall be filed in the Office of the City
18 Register and a copy of such publication shall be attached thereto.

19 **SECTION FIVE - UPON APPROVAL**

1 Upon the approval of this Charter revision, it shall be certified and deposited as required by Article
2 VI, Section 33 of the Constitution of Missouri and shall be filed in the Office of the City Register.

3 **SECTION SIX - EMERGENCY CLAUSE**

4 This being an ordinance calling for an election for submission to the people of a proposed
5 amendment to the Charter of the City of St. Louis, it is hereby declared to be an emergency measure
6 and shall become effective immediately upon its passage and approval by the Mayor pursuant to
7 Article IV Sections 19 and 20 of the Charter or upon such other date as may be prescribed in the
8 amendment.