

Summary

Board Bill Number 71

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 INTRODUCED BY: PRESIDENT LEWIS REED

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 and creates trust funds to direct the net proceeds of at least \$1.0 billion to be
6 used for public safety, neighborhood development, job and vocational training, streets, bridges,
7 parks, clean and livable neighborhoods, and city infrastructure, and; providing for an election to
8 be held for voting on the proposed revision and the manner of voting thereat and; for the
9 publication, certification, deposit, and recording of this ordinance; and containing an emergency
10 clause.

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

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

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

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

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

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

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

16 **WHEREAS**, the City has received more than twelve (12) complete responses to a previously issued
17 request for qualifications to enter into a long-term lease, including the management and operation, of
18 all or a majority of the Airport, from combined operating and financing teams with the intent and
19 capability to execute such a lease.

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

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

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

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

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

9 **SECTION ONE - PUBLIC VOTE**

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

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

16 **ARTICLE XXVII – ST. LOUIS LAMBERT INTERNATIONAL AIRPORT LONG TERM**
17 **LEASE**

18 (1) Notwithstanding any provision of the Charter to the contrary, the City of St. Louis is
19 authorized to participate in the Airport Investment Partnership Program pursuant to 49
20 U.S.C. 47134, provided that the net present value of the full lease payment, including the
21 amount required to pay or defease all Airport debt, shall not be less than one billion,
22 seven hundred million dollars (\$1.7 billion), with a minimum of one billion dollars (\$1.0

1 billion) at the time of closing to be deposited in the trust accounts created in this
2 Amendment.

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

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

9 a) any such lease shall not exceed a term of forty-nine (49) years;

10 b) any existing Airport debt, including any and all revenue bonds, be fully and finally
11 paid or defeased by the Lessee;

12 c) All funds received by the City from the lease, after payment or defeasance of the
13 Airport debt, allocation of one million dollars (\$1.0 million) for City oversight staff,
14 as provided in Section 9 of this Amendment, in the first full year of the lease, and any
15 and all closing costs or contractually required payments (the “Lease Proceeds”), shall
16 be deposited into the following trust funds which are hereby created in the treasury
17 and shall stand appropriated and shall be expended, as not restricted by state law, as
18 follows:

- 19 1) In the **SAFE NEIGHBORHOODS TRUST FUND**, at least twenty-five
20 percent (25%) of the Lease Proceeds, but not less than two hundred and fifty
21 million dollars (\$250.0 million), which shall be used solely for the purposes of

1 addressing the root causes of crime and improving public safety in
2 neighborhoods.

- 3 a) At least fifty percent (50%) of the initial deposit in the SAFE
4 NEIGHBORHOODS TRUST FUND shall be disbursed or committed within
5 three (3) years;
- 6 b) All funds shall be new and in addition to any existing funds or tax revenue
7 appropriated or spent for public safety by the City;
- 8 c) Twenty-five percent (25%) of the cost of the annual independent audit under
9 Section (10). of this Amendment shall be paid out of the SAFE
10 NEIGHBORHOODS TRUST FUND.

- 11 2) In the **DISTRESSED NEIGHBORHOODS DEVELOPMENT FUND**, at
12 least twenty percent (20%) of the Lease Proceeds, but not less than two
13 hundred million dollars (\$200.0 million), which shall be used solely for the
14 purposes of funding new development in the city's poorest neighborhoods,
15 including improvements to or repurposing of buildings in neighborhoods with
16 both an unemployment rate and poverty rate above the City average.

- 17 a) At least fifty percent (50%) of the initial deposit in the DISTRESSED
18 NEIGHBORHOODS DEVELOPMENT FUND shall be disbursed or
19 committed within three (3) years;
- 20 b) All funds shall be new and in addition to any existing funds or tax revenue
21 appropriated or spent for neighborhood development by the City;

1 c) Twenty percent (20%) of the cost of the annual independent audit under
2 Section (10). of this Amendment shall be paid out of the DISTRESSED
3 NEIGHBORHOODS DEVELOPMENT FUND.

4 3) In the **JOB TRAINING FUND**, at least thirty percent (20%) of the Lease
5 Proceeds, but not less than two hundred million dollars (\$200.0 million), which
6 shall be used solely for the purposes of job training and workforce
7 development.

8 a) At least fifty percent (50%) of the initial deposit in the JOB TRAINING
9 FUND shall be disbursed or committed within three (3) years;

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

12 c) Twenty percent (20%) of the cost of the annual independent audit under
13 Section (10). of this Amendment shall be paid out of the JOB TRAINING
14 FUND.

15 4) In the **STREETS, BRIDGES AND PARKS TRUST FUND**, at least ten
16 percent (10%) of the Lease Proceeds, but not less than one hundred million
17 dollars (\$100.0 million), which shall be used solely for the purposes of
18 constructing new or maintaining existing streets, bridges, and parks, including
19 providing matching funds for street and bridge repairs, as follows:

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

- 1 b) All funds shall be new and in addition to any existing funds or tax revenue
2 appropriated or spent for construction and maintenance of existing streets,
3 bridges, and parks, by the City;
- 4 c) Ten percent (10%) of the cost of the annual independent audit under Section
5 (10). of this Amendment shall be paid out of the STREETS, BRIDGES AND
6 PARKS TRUST FUND.
- 7 5) In the **CLEAN AND LIVABLE NEIGHBORHOODS TRUST FUND**, at
8 least ten percent (10%) of the Lease Proceeds, but not less than one hundred
9 million dollars (\$100.0 million), which shall be used solely for the purposes of
10 the proper environmental removal of publicly-owned vacant buildings, the
11 construction of affordable housing where such vacant buildings were removed,
12 the preservation of certain historic homes and other historic properties, and the
13 Healthy Home and Senior Minor Home repair programs or their successor or
14 substitute programs as follows:
- 15 a) At least fifty percent (50%) of the initial deposit in the CLEAN AND
16 LIVABLE NEIGHBORHOODS TRUST FUND shall be disbursed or
17 committed within three (3) years;
- 18 b) All funds shall be new and in addition to any existing funds or tax revenue
19 appropriated or spent for the removal of vacant buildings or the construction
20 of affordable housing by the City;

- 1 c) Ten percent (10%) of the cost of the annual independent audit under Section
2 (10). of this Amendment shall be paid out of the CLEAN AND LIVABLE
3 NEIGHBORHOODS TRUST FUND.
- 4 6) In the **MINORITY BUSINESS ASSISTANCE TRUST FUND**, at least 5
5 percent (5%) of the Lease Proceeds, but not less than fifty million dollars
6 (\$50.0 million), which shall be used solely for the purposes of providing low-
7 interest loans, training and assistance, and overall capacity-building to certified
8 minority and women-owned businesses licensed in the City of St. Louis.
- 9 a) At least fifty percent (50%) of the initial deposit in the MINORITY
10 BUSINESS ASSISTANCE TRUST FUND shall be disbursed or committed
11 within three (3) years;
- 12 b) All funds shall be new and in addition to any existing funds or tax revenue
13 appropriated or spent for providing low-interest loans, training and assistance,
14 and overall capacity-building to certified minority and women-owned
15 businesses by the City;
- 16 c) Five percent (5%) of the cost of the annual independent audit under Section
17 (10). of this Amendment shall be paid out of the MINORITY BUSINESS
18 ASSISTANCE TRUST FUND.
- 19 7) In the **PUBLIC TRANSIT INFRASTRUCTURE TRUST FUND**, at least
20 five percent (5%) of the Lease Proceeds, but not less than fifty million dollars
21 (\$50.0 million), which shall be used solely for the purposes of development of
22 combined passenger and/or freight transportation certification facilities,

1 incomplete urban transit extensions, or potential airport ground transit
2 operations including any new modes of transportation as researched or
3 regulated by the United States Department of Transportation or its successor as
4 follows:

- 5 a) At least fifty percent (50%) of the initial deposit in the PUBLIC TRANSIT
6 INFRASTRUCTURE TRUST FUND shall be disbursed or committed within
7 three (3) years;
- 8 b) All funds shall be new and in addition to any existing funds or tax revenue
9 appropriated or spent for public transit infrastructure by the City;
- 10 c) Five percent (5%) of the cost of the annual independent audit under Section
11 (10). of this Amendment shall be paid out of the PUBLIC TRANSIT
12 INFRASTRUCTURE TRUST FUND.

13 8) In the **TECHNOLOGY MODERNIZATION TRUST FUND**, at least four
14 percent (4%) of the Lease Proceeds, but not less than forty million dollars
15 (\$40.0 million), which shall be used solely for the purposes of modernizing and
16 upgrading technology in city departments and agencies.

- 17 a) At least fifty percent (50%) of the initial deposit in the TECHNOLOGY
18 MODERNIZATION TRUST FUND shall be disbursed or committed within
19 three (3) years;
- 20 b) All funds shall be new and in addition to any existing funds or tax revenue
21 appropriated or spent for technology modernization by the City;

1 c) Four percent (4%) of the cost of the annual independent audit under Section
2 (10). of this Amendment shall be paid out of the TECHNOLOGY
3 MODERNIZATION TRUST FUND.

4 9) In the **SMALL BUSINESS REVOLVING LOAN TRUST FUND**, at least
5 one percent (1%) of the Lease Proceeds, but not less than ten million dollars
6 (\$10.0 million), which shall be used solely for the purposes of providing
7 funding or collateral for low-interest loans up to \$100,000 to small businesses
8 licensed in the City of St. Louis.

9 a) At least fifty percent (50%) of the initial deposit in the **SMALL BUSINESS**
10 **REVOLVING LOAN TRUST FUND** shall be distributed or committed as
11 cash collateral within three (3) years;

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

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

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

- 1 (a) To increase essential City services above general revenue
2 appropriations in any fiscal year;
- 3 (b) To fund the operational costs of the St. Louis Airport Oversight
4 Committee, staff thereof, and future independent audits after the
5 trust funds created herein are exhausted;
- 6 d) any such lease shall not reduce or otherwise change any wage rate, benefit, working
7 condition, or other term or condition of employment that is the subject of an existing
8 collective bargaining agreement;
- 9 e) any lease shall require that all existing employees of the Airport shall be offered
10 employment by the Lessee with no reduction in compensation; and
- 11 f) the only use at or for the Airport of any funds received by the City shall be solely for
12 the attraction of or payment for flights to new destinations at the Airport
- 13 (4) Within a period of thirty (30) days after approval of this Amendment, a qualified
14 team may submit a binding and fully financed proposal to the City for a lease. When
15 such proposals are submitted, along with a deposit of ten percent (10%) of the full
16 lease proceeds, which shall not be less than a net present value of one billion, seven
17 hundred million dollars (\$1.7 billion), to be refunded to any team not selected by the
18 Evaluation Committee. The President of Board of Aldermen shall appoint two
19 persons, the Mayor shall appoint two persons, and the Comptroller shall appoint one
20 person to the evaluation committee (the "Evaluation Committee") which shall
21 evaluate and select the best combined operating and financial entity or team based on
22 the Lease Proceeds to the City.

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

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

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

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

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

21 5) Notwithstanding any provision of the Charter to the contrary, the Mayor is hereby
22 authorized and directed to execute a lease with the combined operating and financial

1 entity or team certified by the Evaluation Committee and such lease shall be
2 consistent with the requirements herein and such lease shall be effective once
3 approved by the Board of Estimate and Apportionment of the City. If the Mayor fails
4 to so act by March 31, 2021, then the President of the Board of Aldermen shall be
5 authorized and directed to execute a lease with the combined operating and financial
6 entity or team certified by the Evaluation Committee and such lease shall be
7 consistent with the requirements herein and such lease shall be effective once
8 approved by the Board of Estimate & Apportionment. Except as specified below, the
9 Lessee certified shall close the lease and make all payments, including the payment of
10 or defeasance of all Airport debt and any and all closing costs or contractually
11 required payments, no later than April 10, 2021.

12 a. Any lease shall require expenses incurred in development
13 of the lease or the evaluation of proposals, including for
14 technical advice and assistance, financial advice and
15 assistance, and legal services and related costs, shall be
16 fully and finally paid by the Lessee and provide that no
17 financial or other advisor shall have any material interest or
18 participation in the lease itself, except as expressly
19 provided in this amendment;

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

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

- 3 i. The Federal Aviation Administration and Transportation Security
4 Agency have approved such proposed transfer and transferee;
5 ii. Any proposed transferee obtains all necessary approvals and
6 exemptions from the Federal Aviation Administration;
7 iii. C.The Board of Estimate and Apportionment has approved such
8 proposed transfer and transferee; and
9 iv. The proposed transferee enters into an agreement with the City in
10 form and substance reasonably satisfactory to the Board of Estimate
11 and Apportionment and the St. Louis Airport Oversight Committee
12 wherein the transferee acquires the rights and assumes the
13 obligations of the Lessee and agrees to perform and observe all of
14 the obligations and covenants of the Lessee under the lease and
15 related documents. Any transfer made in violation of the foregoing
16 provision shall be null and void *ab initio* and of no force and effect;

17 d. The lease shall require that Lessee, and the Lessee alone,
18 use commercially reasonable efforts to have the Airport
19 facilities upgraded to and remain in the top ten percent
20 (10%) of all large or medium hub airports in the United
21 States as determined by a national or international evaluator
22 such as JDPower, Skytrax or similar entity;

1 e. The lease shall include a term that the Lessee will comply
2 with all applicable laws, ordinances, rules and regulations
3 governing the conduct of business in the City and the State
4 of Missouri; and

5 f. The lease shall insure that:

- 6 i. The Airport will continue to be available for public use on
7 reasonable terms and conditions and without unjust discrimination;
- 8 ii. The operation of the Airport will not be interrupted in the event that
9 the Lessee becomes insolvent or seeks or becomes subject to any
10 state or federal bankruptcy, reorganization, insolvency, liquidation,
11 or dissolution proceeding or any petition or similar law seeking the
12 dissolution or reorganization of the Lessee or the appointment of a
13 receiver, trustee, custodian, or liquidator for the Lessee or a
14 substantial part of the Lessee's property, assets, or business;
- 15 iii. The Lessee will maintain, improve, and modernize the facilities of
16 the Airport through capital investments and will submit to the
17 United States Secretary of Transportation and the Board of Estimate
18 and Apportionment a plan for carrying out such maintenance,
19 improvements, and modernization;
- 20 iv. Every fee of the Airport imposed on an air carrier on the day before
21 the date of the lease of the Airport will not increase faster than the
22 rate of inflation unless a higher amount is approved— A) By at

1 least sixty-five (65) percent of the air carriers serving the Airport;
2 and B) By air carriers whose aircraft landing at the Airport during
3 the preceding calendar year had a total landed weight during the
4 preceding calendar year of at least sixty-five (65) percent of the
5 total landed weight of all aircraft landing at the Airport during such
6 year;

7
8 v. The percentage increase in fees imposed on general aviation aircraft
9 at the Airport will not exceed the percentage increase in fees
10 imposed on air carriers at the Airport;

11 vi. Safety and security at the Airport will be maintained at the highest
12 possible levels;

13 vii. The adverse effects of noise from operations at the Airport will be
14 mitigated to the same extent as at a public airport;

15 viii. Any adverse effects on the environment from Airport operations
16 will be mitigated to the same extent as at a public airport;

17 ix. Any collective bargaining agreement that covers employees of the
18 Airport and is in effect on the date of the lease of the Airport will
19 not be abrogated by the lease and the lease will contain provisions
20 protecting existing collective bargaining agreements and future
21 protections as outlined in Section 11 of this Amendment;

- 1 x. Airlines with service at the Airport shall receive, under the lease
2 and related documents, at least a net present value savings of one
3 hundred million dollars (\$100.0 million) with at least seventy-five
4 (75%) received in the first two years of such lease;
- 5 xi. The Lessee will undertake and complete a robust capital plan in
6 mutual agreement with airlines representing the majority of landed
7 weight at the Airport;
- 8 xii. The Lessee will make a commitment to achieving long term
9 improvements in the areas of inclusion, diversity and equality for all
10 and the utilization of Minority Owned Business Enterprise and/or
11 Women Owned Business Enterprise contractors, subcontractors and
12 vendors at transformational levels in accordance with and beyond
13 those described in any ordinance of the City or any state or federal
14 law or regulation. In the third year of the lease and each ensuing
15 year up, but not including the tenth year, the Lessee, its affiliates, or
16 delegates total dollar spend on all contracts with minority and
17 women businesses shall not be less than thirty percent (30%) with at
18 least twenty-two point five percent (22.5%) with African American
19 owned businesses, nine percent (9%) with women owned
20 businesses, one percent (1%) with Latino owned businesses and one
21 percent (1%) with other minority group owned businesses. In the
22 tenth year and every ensuing year of the lease, the Airport

1 Operator, its affiliate, or its delegate's total dollar spend on all
2 contracts with minority and women businesses shall not be less than
3 forty-five percent (45%) with at least thirty percent (30%) with
4 African American owned businesses, twelve percent (12%) with
5 women owned businesses, two percent (2%) with Latino owned
6 businesses and one percent (1%) with other minority group owned
7 businesses. If in the third year or in any ensuing year of the lease
8 the requirements of this section are not met or exceeded, the Lessee
9 shall pay the difference between the actual spend on minority and
10 women owned businesses and the required targets of this section to
11 the City and all such funds shall be placed in a fund, as determined
12 by the Board of Aldermen, to be used solely for minority owned
13 business development; and

14 xiii. The Lessee shall, in accordance with Missouri law, in the letting of
15 all contracts, give preference to all firms, corporations, or
16 individuals doing business as Missouri firms, corporations or
17 individuals or which maintain Missouri offices or places of business
18 when the quality of performance promised is equal or better and the
19 price quoted is the same or less.

20 (6) At all times the City shall maintain its police power relative to the Airport.

21 (7) The Lessee of the Airport under the provisions of this Amendment (the "Employer")

22 will have to abide by the document that encompasses both a Labor Peace Agreement

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

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

21 Finally, the Employer adopts for itself and agrees that any successor, purchaser,
22 assignee, transferee, or merged, consolidated, or subcontract company or entity, public

1 or private, entity will only be allowed and accepted to the extent they too qualify as
2 responsible bidders willing to and actually entering into a LPA at the Airport.

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

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

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

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

18 (iv) such LPA shall prohibit such labor organizations and their
19 members from engaging in picketing, work stoppages, boycotts
20 or other economic interference with the business of the
21 successor, purchaser, assignee, transferee, or merged,

1 consolidated, or subcontract company or entity, public or
2 private, at the Airport for the duration of the LPA.

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

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

21
22 As used in this subsection:

- 1 i. "On-site employee" shall mean any laborer, workers, drivers,
2 equipment operators, and crafts persons employed by contractors and
3 subcontractors to be directly engaged in construction at the site of the
4 construction project;
- 5 ii. "Directly engaged in construction" shall mean work performed in the
6 actual erection of the structure or completion of the improvement
7 constituting the public work project, as well as employees working
8 at nearby facilities used by the contractor or subcontractor for
9 construction of the project. Persons engaged solely in the
10 transportation of materials, fuel or equipment to the site, and
11 contractors who perform landscaping work (which shall be defined
12 as seeding, sodding and planting of trees and shrubs, and retaining
13 wall construction), shall not be deemed to be directly engaged in
14 construction;
- 15 iii. An "independent contractor" is a self-employed worker hired to
16 perform services, who controls the manner and means of the services
17 performed, is responsible for his or her own taxes, and is considered
18 to be engaged in a business;
- 19 iv. A "supervisor" is a foreman, project manager, safety director or lead
20 tradesman on the project; and

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

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

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

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

19 **SECTION TWO - BALLOT LANGUAGE**

20 A. The foregoing revision to the Charter of the City of St. Louis shall be submitted to the
21 qualified voters of the City of St. Louis at an election to be held on the 3rd day of
22 November, 2020 if the proposed revision shall receive in its favor the votes of the

1 required three-fifths majority of qualified voters voting at said election for or against the
2 proposed revision, the revision shall be adopted and become a part of the Charter of the
3 City of St. Louis from the date of said election or such other date as may prescribed in
4 said amendment.

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

7 PROPOSITION []

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

11

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

13

14 Shall the City of St. Louis Charter be amended to add a new Article XXVII which would
15 authorize and direct the Mayor to enter into a long term lease for the St. Louis Lambert
16 International Airport provided proceeds of at least \$1.7 billion, with at least \$1.0 billion to be put
17 in trust funds for safe neighborhoods, neighborhood development, job training, city
18 infrastructure, and small business development?

19

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

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

22 []YES []NO

23 **SECTION THREE - ELECTION**

24 The Board of Election Commissioners shall provide the ballots and or voting machines, and

25 conduct the election and shall ascertain and certify the result thereof according to the law. If

26 voting machines are used, the aforesaid "PROPOSITION" shall be placed or posted on the said

1 voting machines wherever said machines are used under the direction of the Board of Election
2 Commissioners for the City of St. Louis and according to law.

3 **SECTION FOUR - CITY JOURNAL**

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

8 **SECTION FIVE - UPON APPROVAL**

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

11 **SECTION SIX - EMERGENCY CLAUSE**

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