

Be it enacted by the voters of the City of St. Louis that the City Charter is hereby amended by adding one new Article, which shall read as follows:

Article XXVII – St. Louis Lambert International Airport Long Term Lease

- (1) Notwithstanding any provision of the Charter to the contrary, the City of St. Louis is authorized to participate in the Airport Investment Partnership Program pursuant to 49 U.S.C. 47134, provided that the net present value of the full lease payment, including the amount required to pay or defease all Airport debt, shall not be less than one billion, seven hundred million dollars (\$1.7 billion), with a minimum of one billion dollars (\$1.0 billion) at the time of closing to be deposited in the trust accounts created in this Amendment.
- (2) The City of St. Louis (the “City”) shall not have the authority to sell the St. Louis Lambert International Airport (the “Airport”) to any entity.
- (3) The City has received more than twelve (12) complete responses to a previously issued request for qualifications to enter into a long term lease, including the management and operation, of all or a majority of the Airport, from combined operating and financing teams with the intent and capability to execute such a lease.
- (4) Notwithstanding any provision of the Charter to the contrary, the City shall, upon approval of this Amendment, enter into a long term lease for all or a majority of the Airport, including the management and operation, with one of the combined operating and financing teams or another qualified team (the “Lessee”), provided that the following conditions are met:
  - a. any such lease shall not exceed a term of forty-nine (49) years;

- b. any existing Airport debt, including any and all revenue bonds, be fully and finally paid or defeased by the Lessee;
- c. all funds received by the City from the lease, after payment or defeasance of the Airport debt, allocation of one million dollars (\$1.0 million) for City oversight staff, as provided in Section 9 of this Amendment, in the first full year of the lease, and any and all closing costs or contractually required payments (the “Lease Proceeds”), shall be deposited into the following trust funds which are hereby created in the treasury and shall stand appropriated and shall be expended, as not restricted by state law, as follows:
  - i. in the Police, Fire, and Safe Neighborhood Trust Fund, at least thirty percent (30%) of the Lease Proceeds, but not less than three hundred million dollars (\$300.0 million), which shall be used solely for the purposes of public safety in neighborhoods, including for increasing compensation levels for community policing officers and reducing violent offenses through interventional behavioral health programs as follows:
    - 1. at least fifty percent (50%) of the initial deposit in the Police, Fire, and Safe Neighborhood Trust Fund shall be disbursed within three (3) years;
    - 2. the remaining fund balance, after the disbursement required in subsection c.i.1. of this section, shall be disbursed within the next six (6) years following the initial three (3) years;
    - 3. all funds shall be new and in addition to any existing funds or tax revenue appropriated or spent for public safety by the City;

4. any funds not expended pursuant to subsections 1 or 2, above, shall be directly applied to reduce any voter-approved tax reductions of any tax collected by the Office of the City Collector; and
  5. thirty percent 30% of the cost of the annual independent audit under Section (9)i. of this Amendment shall be paid out of the Police, Fire, and Safe Neighborhood Trust Fund.
- ii. in the Neighborhood Development and Building Trust Fund, at least twenty percent (20%) of the Lease Proceeds, but not less than two hundred million dollars (\$200.0 million), which shall be used solely for the purposes of new development, including improvements to or repurposing of buildings, in neighborhoods with both an unemployment rate and poverty rate above the City average unemployment and poverty rates as follows:
1. at least fifty percent (50%) of the initial deposit in the Neighborhood Development and Building Trust Fund shall be disbursed within three (3) years;
  2. the remaining fund balance, after the disbursement required in subsection c.ii.1. of this section, shall be disbursed within the next six (6) years following the initial three (3) years;
  3. all funds disbursed from Neighborhood Development and Building Trust Fund shall be new and in addition to any existing funds or tax revenue appropriated or spent for neighborhood development by the City;

4. any funds not expended pursuant to subsections 1 or 2, above, shall be directly applied to reduce any voter-approved tax reductions of any tax collected by the Office of the City Collector; and
  5. twenty percent (20%) of the cost of the annual independent audit under Section (9)i. of this Amendment shall be paid out of the Neighborhood Development and Building Trust Fund.
- iii. in the Job Training Trust Fund, at least twenty percent (20%) of the Lease Proceeds, but not less than two hundred million dollars (\$200.0 million), which shall be used solely for the purposes of job training and workforce development with an emphasis on construction and building trades, including minority pre-apprenticeship and apprenticeship programs in the construction and building trades, and the promotion of vocation training for City residents, as follows:
1. at least fifty percent (50%) of the initial deposit in the Job Training Trust Fund shall be disbursed within three (3) years;
  2. the remaining fund balance, after the disbursement required in subsection c.iii.1. of this section, shall be disbursed within the next six (6) years following the initial three (3) years;
  3. all funds disbursed from the Job Training Trust Fund shall be new and in addition to any existing funds or tax revenue appropriated or spent for job training and workforce development by the City;

4. any funds not expended pursuant to subsections 1 or 2, above, shall be directly applied to reduce any voter-approved tax reductions of any tax collected by the Office of the City Collector; and
  5. twenty percent 20% of the cost of the annual independent audit under Section (9)i. of this Amendment shall be paid out of the Job Training Trust Fund.
- iv. in the Streets, Bridges, and Parks Trust Fund, at least ten percent (10%) of the Lease Proceeds, but not less than one hundred million dollars (\$100.0 million), which shall be used solely for the purposes of constructing new or maintaining existing streets, bridges, and parks, including providing matching funds for street and bridge repairs, as follows:
1. at least fifty percent (50%) of the initial deposit in the Streets, Bridges, and Parks Trust Fund shall be disbursed or obligated under binding contracts, where construction has commenced, within four (4) years;
  2. the remaining fund balance, after the disbursement required in subsection c.iv.1. of this section, shall be disbursed within the next six (6) years following the initial four (4) years;
  3. all funds disbursed from the Street and Bridge Trust Fund shall be new and in addition to any existing funds or tax revenue appropriated or spent for the construction or maintenance of streets, bridges, and parks by the City;

4. any funds not expended pursuant to subsections 1 or 2, above, shall be directly applied to reduce any voter-approved tax reductions of any tax collected by the Office of the City Collector; and
  5. ten percent 10% of the cost of the annual independent audit under Section (9)i. of this Amendment shall be paid out of the Streets, Bridges, and Parks Trust Fund.
- v. in the Clean and Livable Neighborhood Trust Fund, at least ten percent (10%) of the Lease Proceeds, but not less than one hundred million dollars (\$100.0 million), shall be used solely for the for the purposes of the proper environmental removal of publicly-owned vacant buildings, the construction of affordable housing where such vacant buildings were removed, the preservation of certain historic homes and other historic properties, and the Healthy Home and Senior Minor Home repair programs or their successor or substitute programs as follows:
1. at least fifty percent (50%) of the initial deposit in the Clean and Livable Neighborhood Trust Fund shall be disbursed within three (3) years;
  2. the remaining fund balance, after the disbursement required in subsection c.v.1. of this section, shall be disbursed within the next six (6) years following the initial three (3) years;
  3. all funds disbursed from the Clean and Livable Neighborhood Trust Fund shall be new and in addition to any existing funds or

tax revenue appropriated or spent for the removal of vacant buildings or the construction of affordable housing by the City;

4. any funds not expended pursuant to subsections 1 or 2, above, shall be directly applied to reduce any voter-approved tax reductions of any tax collected by the Office of the City Collector; and

5. ten percent 10% of the cost of the annual independent audit under Section (9)i. of this Amendment shall be paid out of the Clean and Livable Neighborhood Trust Fund.

vi. in the City Infrastructure Trust Fund, the remainder of the Lease Proceeds shall be held in the treasury of the City to be expended for the benefit of City residents, and may be expressly used for:

1. the development of combined passenger and/or freight transportation certification facilities, incomplete urban transit extensions, or potential airport ground transit operations including any new modes of transportation as researched or regulated by the United States Department of Transportation or its successor; and/or
2. the building of, or reimbursing developers for, the construction of public infrastructure related to a multipurpose facility (including but not limited to sports or entertainment facilities) with a minimum seated capacity of five thousand (5,000) individuals, including streets, parking facilities, sidewalks, open spaces, utilities, lighting, and other similar infrastructure, including urban

corridor development where such corridor includes the multipurpose facility; and

3. ten percent (10% )of the cost of the annual independent audit under Section (9)i. of this Amendment shall be paid out of the City Infrastructure Trust Fund.

vii. In the event the City receives any payments from the Lessee more than one hundred twenty (120) days after the closing or consummation of a lease which payments continue over the life of the lease, such payments as collected shall be deposited in the Essential Reserve Trust Fund and used solely as follows:

1. To increase to essential City services such as police and fire protection, above general revenue appropriations in any fiscal year;
2. To fund the operational costs of the St. Louis Airport Oversight Committee, staff thereof, and future independent audits after the trust funds created herein are exhausted; and/or
3. The replacement of City revenues reduced in a phased reduction due to a voter-approved reduction or elimination of any city tax during the period such phased reductions occur.

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

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



- f. the only use at or for the Airport of any funds received by the City shall be solely for the attraction of or payment for flights to new destinations at the Airport; and
- g. there shall be created an Airport Proceeds Utilization Committee which shall consist of the President of the Board of Aldermen, the Mayor, the Comptroller, or their designees, and two residents of the City, appointed by and serving at the pleasure of the Mayor, one of whom represents a socially or economically disadvantaged community and the other with experience in construction or building trades.
  - i. The Airport Proceeds Utilization Committee shall prepare, in order of priority, a list of expenditures, programs or projects for each fund created and funded in this Amendment (the “Priority List.”) The Priority List shall be submitted to the Board of Aldermen and the Board of Estimate and Apportionment within sixty (60) days of approval of this Amendment.
  - ii. The Board of Aldermen and the Board of Estimate and Apportionment, within thirty (30) days of receipt of the Priority List, shall either approve the items in the Priority List or shall submit a detailed and revised Priority List (the “Revised Priority List”) to the Airport Proceeds Utilization Committee for its consideration. If approved, such Priority List will be deemed approved and shall be funded without further action by the Board of Aldermen or the Board of Estimate and Apportionment.
  - iii. The Airport Proceeds Utilization Committee shall, within fifteen (15) days of receipt of the Revised Priority List, approve or reject the Revised Priority List, and if approved, the Revised Priority List will be deemed

approved and shall be funded without further action by the Board of Aldermen or the Board of Estimate and Apportionment. If the Airport Proceeds Utilization Committee does not approve the Revised Priority List, the Board of Estimate and Apportionment shall reconsider the Priority List within fifteen (15) days.

- iv. If, within 15 days, the Priority List is not approved, upon reconsideration, by the Board Estimate and Apportionment, all unexpended funds from any of the funds created in this Amendment, shall be used to replace revenues from voter approved tax reductions.
- v. If any action required to be taken under Section (4)g of this Amendment is not taken in the timeframe specified in Section (4)g or any subsection thereof, all funds in any of the funds created in this Amendment, shall be applied to replace revenues from voter approved tax reductions.

(5) Within a period of thirty (30) days after approval of this Amendment, each of the qualified teams may submit a binding and fully financed proposal to the City for a lease. When such proposals are submitted, along with a deposit of ten percent (10%) of the full lease proceeds, which shall not be less than a net present value of one billion, seven hundred million dollars (\$1.7 billion), to be refunded to any team not selected by the Evaluation Committee. The President of Board of Aldermen shall appoint a two persons, the Mayor shall appoint two persons, and the Comptroller shall appoint one person to the evaluation committee (the "Evaluation Committee") which shall evaluate and select the best combined operating and financial entity or team based on the Lease Proceeds to the City.

- a. The Evaluation Committee shall consist of (1) one person with international or major domestic financial expertise, (2) one person with airport operational expertise of a large or medium hub airport in the United States, (3) one person in the leadership of a construction or building trade labor organization; (4) one person in the leadership of a minority based community organization; and (5) one resident of the City.
  - b. If either the Mayor, or the Comptroller fails to so appoint their respective committee members within thirty (30) days after approval of this Amendment, then the President of the Board of Aldermen shall make such officer's appointments to the Evaluation Committee.
  - c. The Evaluation Committee shall review the capability of the entity or team submitting the highest proposal to confirm that such entity or team has the following:
    - i. technical capability, including operations, maintenance, and construction expertise, to operate the Airport; and
    - ii. financial capability, including committed financing to pay the Lease Proceeds and ability to raise sufficient financing to maintain the Airport during the full duration of the lease, to fund all obligations under the lease.
  - d. The Evaluation Committee shall certify, within sixty (60) days after approval of this Amendment, the top team to the President of the Board of Aldermen, the Mayor, and the Comptroller.
- (6) Notwithstanding any provision of the Charter to the contrary, the Mayor is hereby authorized and directed to execute a lease with the combined operating and financial

entity or team certified by the Evaluation Committee and such lease shall be consistent with the requirements herein and such lease shall be effective without any further action by the Board of Aldermen or Board of Estimate and Apportionment or any other officer or official of the City. If the Mayor fails to so act by March 31, 2021, then the President of the Board of Aldermen shall be authorized and directed to execute a lease with the combined operating and financial entity or team certified by the Evaluation Committee and such lease shall be consistent with the requirements herein and such lease shall be effective without any further action by the Board of Aldermen or Board of Estimate and Apportionment or any other officer or official of the City. Except as specified below, the Lessee certified shall close the lease and make all payments, including the payment of or defeasance of all Airport debt and any and all closing costs or contractually required payments, no later than April 10, 2021.

- a. Any lease shall require expenses incurred in development of the lease or the evaluation of proposals, including for technical advice and assistance, financial advice and assistance, and legal services and related costs, shall be fully and finally paid by the Lessee and provide that no financial or other advisor shall have any material interest or participation in the lease itself, except as expressly provided in this amendment;
- b. Any lease shall provide that the Airport remain open three hundred sixty-five (365) days per year for the duration of the lease except in cases of war or acts of god;
- c. The Lessee shall not transfer any or all of the Lessee's interest unless:

- i. The Federal Aviation Administration and Transportation Security Agency have approved such proposed transfer and transferee;
- ii. Any proposed transferee obtains all necessary approvals and exemptions from the Federal Aviation Administration;
- iii. The Airport Oversight Committee has approved such proposed transfer and transferee; and
- iv. The proposed transferee enters into an agreement with the City in form and substance reasonably satisfactory to the St. Louis Airport Oversight Committee wherein the transferee acquires the rights and assumes the obligations of the Lessee and agrees to perform and observe all of the obligations and covenants of the Lessee under the lease and related documents. Any transfer made in violation of the foregoing provision shall be null and void *ab initio* and of no force and effect;
- d. The lease shall require that Lessee, and the Lessee alone, use commercially reasonable efforts to have the Airport facilities upgraded to and remain in the top ten percent (10%) of all large or medium hub airports in the United States as determined by a national or international evaluator such as JDPower, Skytrax or similar entity;
- e. The lease shall include a term that the Lessee will comply with all applicable laws, ordinances, rules and regulations governing the conduct of business in the City and the State of Missouri; and
- f. The lease shall insure that:

- i. The Airport will continue to be available for public use on reasonable terms and conditions and without unjust discrimination;
- ii. The operation of the Airport will not be interrupted in the event that the Lessee becomes insolvent or seeks or becomes subject to any state or federal bankruptcy, reorganization, insolvency, liquidation, or dissolution proceeding or any petition or similar law seeking the dissolution or reorganization of the Lessee or the appointment of a receiver, trustee, custodian, or liquidator for the Lessee or a substantial part of the Lessee's property, assets, or business;
- iii. The Lessee will maintain, improve, and modernize the facilities of the Airport through capital investments and will submit to the United States Secretary of Transportation and the Board of Estimate and Apportionment a plan for carrying out such maintenance, improvements, and modernization;
- iv. Every fee of the Airport imposed on an air carrier on the day before the date of the lease of the Airport will not increase faster than the rate of inflation unless a higher amount is approved—
  - a. By at least sixty-five (65) percent of the air carriers serving the Airport; and
  - b. By air carriers whose aircraft landing at the Airport during the preceding calendar year had a total landed weight during the preceding calendar year of at least sixty-five (65) percent of the

total landed weight of all aircraft landing at the Airport during such year;

- v. The percentage increase in fees imposed on general aviation aircraft at the Airport will not exceed the percentage increase in fees imposed on air carriers at the Airport;
- vi. Safety and security at the Airport will be maintained at the highest possible levels;
- vii. The adverse effects of noise from operations at the Airport will be mitigated to the same extent as at a public airport;
- viii. Any adverse effects on the environment from Airport operations will be mitigated to the same extent as at a public airport;
- ix. Any collective bargaining agreement that covers employees of the Airport and is in effect on the date of the lease of the Airport will not be abrogated by the lease and the lease will contain provisions protecting existing collective bargaining agreements and future protections as outlined in Section 11 of this Amendment;
- x. Airlines with service at the Airport shall receive, under the lease and related documents, at least a net present value savings of one hundred million dollars (\$100.0 million) with at least seventy-five (75%) received in the first two years of such lease;
- xi. The Lessee will undertake and complete a robust capital plan in mutual agreement with airlines representing the majority of landed weight at the Airport;

xii. The Lessee will make a commitment to achieving long term improvements in the areas of inclusion, diversity and equality for all and the utilization of Minority Owned Business Enterprise and/or Women Owned Business Enterprise contractors, subcontractors and vendors at transformational levels in accordance with and beyond those described in any ordinance of the City or any state or federal law or regulation. In the fifth year of the lease and each ensuing year up, but not including the tenth year, the Lessee, its affiliates, or delegates total dollar spend on all contracts with minority and women businesses shall not be less than thirty percent (30%) with at least twenty-two point five percent (22.5%) with African American owned businesses, nine percent (9%) with women owned businesses, one percent (1%) with Latino owned businesses and one percent (1%) with other minority group owned businesses. In the tenth year and every ensuing year of the lease, the Airport Operator, its affiliate, or its delegate's total dollar spend on all contracts with minority and women businesses shall not be less than forty-five percent (45%) with at least thirty percent (30%) with African American owned businesses, twelve percent (12%) with women owned businesses, two percent (2%) with Latino owned businesses and one percent (1%) with other minority group owned businesses. If in the tenth year or in any ensuing year of the lease the requirements of this section are not met or exceeded, the Lessee shall pay the difference between the actual spend on minority and women owned businesses and the required targets of this section to the City and



all such funds shall be placed in a fund, as determined by the Board of Aldermen, to be used solely for minority owned business development; and

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

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

(8) In the event that any officer of the City fails to take any required action within the times established in this Amendment, the St. Louis Airport Oversight Committee shall be authorized to take such action in his stead and such actions shall be binding without any approval by the Board of Aldermen or the Board of Estimate and Apportionment, within ninety (90) days after approval of this Amendment.

(9) There shall be created the St. Louis Airport Oversight Committee.

a. The St. Louis Airport Oversight Committee shall have at least five (5) members, three (3) of which shall be appointed by the Mayor , shall serve at the pleasure of the Mayor, may be removed by the Mayor at any time with or without cause, and shall include: (1) one resident of the City who has experience in construction; (2) one resident of the City who has experience or expertise in finance or law; and (3) one person who has experience in the operation of a medium or large sized airport in the United States. The President of the Board of Aldermen or his designee and the Comptroller or her designee shall also serve as ex-officio full voting members

of the St. Louis Airport Oversight Committee. The Chair of the Airport Airline Advisory Committee or its successor entity shall serve as an ex-officio member who shall have a voice but not a vote on all matters except as related to airline agreements. The Committee may elect to expand by a majority vote at a regularly scheduled meeting, up to but not exceed nine (9) members, only to include representatives of other governmental or private entities who enter into an agreement with the City to contribute material funding to the operation of the Airport over the life of the lease and who shall also serve three (3) year terms.

- b. The Committee, subject to appropriation, shall be authorized to contract with and seek advice from technical consultants.
- c. The Committee shall oversee the compliance with the terms of the lease of the Airport by the Lessee.
- d. The Committee shall be authorized to bring an action to enforce any term of the lease, pursuant to the terms of the lease.
- e. The Committee may, subject to appropriation, hire staff but no current or former staff member of the Airport shall serve on the Committee and each unelected member of the Committee, subject to appropriation, may receive a per diem not to exceed one hundred dollars per day adjusted annually for inflation.
- f. The Committee shall have the sole authority to approve future leases, sub-leases, conveyances and contracts regarding the Airport and such authority shall not be limited by the Board of Aldermen or the Board of Estimate or Apportionment.

- g. No member of the Committee, their spouse, or immediate family shall have any financial or contractual relationship with the Lessee or any sublessee or concessionaire of the Airport.
  - h. Any pre-existing Airport Commission shall make recommendations and provide written advice and guidance to the Committee.
  - i. The Committee shall annually contract, subject to consent of the Board of Estimate and Apportionment, with an outside, nationally recognized auditing firm to perform an independent financial and performance audit of the trust funds created by this Amendment and the cost of such annual audit shall be paid as provided in this Amendment. The annual audit and all related reports shall be made available to the public, with no redactions, within ten (10) days after the audit is presented or delivered to the Committee.
  - j. Upon the execution and closing of a lease, the Lessee may propose one member to serve as an ex-officio, non-voting member of the Committee and such member, if approved by the President of the Board of Aldermen, shall participate in all matters except those matters involving (i) the Lessee's obligations under the lease or (ii) the decision to enforce any term of the lease or (iii) any discussion or decision to extend, terminate, modify or re-bid the lease.
- (10) If for any reason a lease is not executed, the St. Louis Airport Oversight Committee shall govern the Airport effective April 11, 2021. The Committee by a majority vote shall be able to extend the deadline in Section (6) of this Amendment by no more than thirty (30) days.

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

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

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

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

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

- (i) The successor, purchaser, assignee, transferee, or merged, consolidated, or subcontract company or entity, public or private, shall have a signed LPA with the labor organizations representing or seeking to represent the existing and future employees and bargaining units of workers at the premises covered by the Agreement;
- (ii) The successor, purchaser, assignee, transferee, or merged, consolidated, or subcontract company or entity, public or private shall have submitted to the Airport a copy of such LPA, executed by all of the parties; and
- (iii) such LPA shall prohibit such labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with the business of the successor, purchaser, assignee, transferee, or merged, consolidated, or subcontract company or entity, public or private, at the Airport for the duration of the LPA.

Any such LPA must be presented to and approved as to form by the St. Louis Airport Oversight Committee and the City Counselor's Office.

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

As used in this subsection:

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

- ii. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public work project, as well as employees working at nearby facilities used by the contractor or subcontractor for construction of the project. Persons engaged solely in the transportation of materials, fuel or equipment to the site, and contractors who perform landscaping work (which shall be defined as seeding, sodding and planting of trees and shrubs, and retaining wall construction), shall not be deemed to be directly engaged in construction;
- iii. An "independent contractor" is a self-employed worker hired to perform services, who controls the manner and means of the services performed, is responsible for his or her own taxes, and is considered to be engaged in a business;
- iv. A "supervisor" is a foreman, project manager, safety director or lead tradesman on the project; and
- v. A "subcontractor" is a person who enters into a subcontract with a contractor for construction of public works and employs on-site employees for completion of the contract.

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

(13) Any citizen, resident or voter of the City may bring an action against the City, but not against any private or contracted entity, to enforce any provision of this Amendment in the Circuit Court of the City of St. Louis, and if successful, such citizen, resident or

voter shall receive all costs incurred, including actual attorney fees, in sustaining such an action. Such costs and fees shall be paid proportionally out of each fund created by this Amendment.