Agenda
Housing, Urban Development & Zoning Committee Meeting
St. Louis Board of Aldermen
Tuesday, July 1, 2025 - 11:00 AM
Kennedy Room

President Megan Green
Alderwoman Shameem Clark-Hubbard, Chair
Alderwoman Alisha Sonnier, Vice Chair
Committee Members:
Alderwoman Anne Schweitzer
Alderman Shane Cohn
Alderwoman Laura Keys
Alderman Michael Browning
Alderman Rasheen Aldridge

Order of Business

I. Call to Order

II. Roll Call

III. Approval of Minutes

Minutes of the Tuesday, June 17, 2025 Committee meeting.

IV. Board Bills for Review

(The committee will discuss the following and take public comment on the following)

Item Number 1
Board Bill Number 18
Introduced by Alderwoman Daniela Velazquez
Cosponsors: President Megan Green
An ordinance amending Ordinance Number 71835 to codify interior requirements for residential rentals by striking all mentions of Exhibit A and inserting a new section named "Interiors of Buildings" that replicates the contents of Exhibit A and provides additional specifications related to occupancy load

Item Number 2
Board Bill Number 44
Introduced by Alderwoman Shameem Clark-Hubbard
Cosponsors: President Megan Green
An ordinance directing the Neighborhood Stabilization Division to establish a registration process and registration database for registered neighborhood organizations in the City of

St. Louis; and establishing eligibility criteria for neighborhood organization applicants; and including a severability clause.

<u>Item Number 3</u>
Board Bill Number 45
Introduced by Alderwoman Shameem Clark-Hubbard
Cosponsors: President Megan Green
An Ordinance requiring certain notices to be sent to relevant Registered Neighborhood Organizations; and authorizing additional communication with Registered Neighborhood Organizations; and containing a severability clause.

<u>Item Number 4</u>
Board Bill Number 47
Introduced by Aldermen Michael Browning
An Ordinance recommended by the Board of Estimate and Apportionment authorizing the City of St. Louis to execute and accept a Subaward for the Bloomberg Philanthropies' American Sustainable Cities Initiative in the amount of $120,000.00 from Johns Hopkins University; appropriating such funds to the Planning and Urban Design Agency; authorizing expenditure of such funds to the extent received; authorizing contracts, agreements, and other documents to expend such funds; and containing a severability clause.

V. Resolutions for Review

None

VI. Committee Discussions

None

VII. Acknowledgment of Any Written Testimony

VIII. Announcements

IX. Excused Members

X. Adjournment

Minutes
Housing, Urban Development & Zoning Committee
Tuesday, June 17, 2025
11:00 AM
Kennedy Room

I. Call to Order

The Chair called the meeting to order at 11:00 a.m.

II. Roll Call

The Chair directed the Associate Clerk to call the roll, and the following members answered to their names: Ms. Clark-Hubbard, Ms. Schweitzer, Ms. Sonnier, Ms. Keys, and Mr. Browning. **5 members were present. A quorum was established.**

III. Approval of Minutes

Minutes of the Thursday, June 5, 2025, Tuesday, June 10, 2025 and Thursday, June 12, 2025 committee meetings

The Chair stated they would entertain a motion to approve the minutes of the Thursday, June 5, 2025, Tuesday, June 10, 2025, and Thursday, June 12, 2025 committee meetings committee meeting.

Ms. Sonnier moved to minutes of the Thursday, June 5, 2025, Tuesday, June 10, 2025, and Thursday, June 12, 2025, committee meeting.

Seconded by Mr. Aldridge.

The Chair directed the Associate Clerk to call the roll on the motion to approve the Thursday, June 5, 2025, Tuesday, June 10, 2025, and Thursday, June 12, 2025 committee meeting minutes.

The following voted Aye: Ms. Schweitzer, Ms. Sonnier, Mr. Browning, Mr. Aldridge, and Ms. Clark Hubbard.

The following voted No:
None

The Following abstained:
None

The following were present but did not vote:
None

A total of Aye-5, N-0, and Abstained-0 were cast. The motion XXXX

IV. Board Bills for Review

(The committee will discuss and take public comment on the following)

Item Number 1
Board Bill Number 19
Introduced by Alderman Rasheen Aldridge
An Ordinance Approving The Petition Of An Owner Of Certain Real Property To Establish A Community Improvement District, Establishing The Jefferson Arms Community Improvement District, Finding A Public Purpose For The Establishment Of The Jefferson Arms Community Improvement District, Authorizing the Execution of a Transportation Project Agreement Between The City And The Jefferson Arms Transportation Development District.

The Chair recognized Mr. Aldridge on Board Bill Number 19.

Mr. Aldridge gave an overview of Board Bill Number 19, which pertains to the Community Improvement District for the Jefferson Arms Building. He also introduced a speaker, Nick Hartzler, to discuss the project.

Mr. Hartzler provided an overview of the project and the amenities that would be provided.

After no further discussion, the Chair opened the discussion up to members of the committee.

Ms. Schweitzer asked if it was normal to have a TDD and CID in the same bill.

Mr. Harztler explained that the bill does not establish the TDD . This situation arose from how the TIF (Tax Increment Financing) redevelopment plan was structured. The plan commits the revenue taxes from both the CID (Community Improvement District) and the TDD. Essentially, it directs that the revenue from the TDD is allocated to the TIF first.

Mr. Browning asked who was petitioned regarding this project since the building in under construction.

Mr. Hartzler stated that the way the CID statute is written indicates that if there are no residents within a designated district, the responsibility falls on the representative of the property owners.

After no further discussion, the Chair opened the discussion up to members of the public.

1. **Justina Cramer**

After no further discussion, the Chair recognized Mr. Aldridge to close.

Mr. Aldridge asked for favorable consideration and a Do Pass Recommendation.

The Chair stated they would entertain a motion to pass Board Bill Number 19 out of Committee with a Do Pass Recommendation.

Mr. Browning moved to pass Board Bill Number 19 out of Committee with a Do Pass Recommendation.

Seconded by Ms. Keys

The Chair directed the Associate Clerk to call the roll on the motion to pass Board Bill Number 19 out of Committee with a Do Pass Recommendation. The following voted Aye: Mr. Cohn, Ms. Keys, Ms. Sonniger, Mr. Browning, Mr. Aldridge, and Ms. Clark-Hubbard.

The following voted No:
Ms. Schweitzer

The following abstained:
None

The following were present but did not vote:
None
A total of Aye-6, No-1, Abstained-0 were cast. The motion passed

Item Number 1
Board Bill Number 4
Introduced by Alderwoman Sharon Tyus
An Ordinance recommended by the Planning Commission on April 9, 2025, to change the zoning of property as indicated on the District Map, from the "C" Multiple-Family Dwelling District and the "F" Neighborhood Commercial District to the "G" Area Commercial and Office District, in City Blocks 3691 (4372-80 St. Louis Avenue) and 3708 (4401, 4413-15, 4417, 4417H, 4419 & 4421 Maffitt Avenue, 4414-38, 4444-46, 4452, 4454 & 4458-72 St. Louis Avenue and 2820 & 2822 N. Taylor Avenue), so as to include the described parcels of land in City Blocks 3691 and 3708; and containing an emergency clause.

The Chair recognized Ms. Tyus on Board Bill Number 4.

Ms. Tyus expressed her desire to change the zoning classification from "C" (Multi-Family Dwelling) and "F" (Neighborhood Commercial District) to "G" (Area Commercial District). This request comes from Care St. Louis, which is looking to relocate their offices to this site.

After no further discussion, the Chair opened the discussion up to members of the committee.

The Committee members asked questions.

After no further discussion, the Chair recognized Ms. Tyus to close.

Ms. Tyus asked for favorable consideration and a Do Pass Recommendation.

The Chair stated they would entertain a motion to pass Board Bill Number 4 out of Committee with a Do Pass Recommendation.

Mr. Aldridge moved to pass Board Bill Number 4 out of Committee with a Do Pass Recommendation.

Seconded by Ms. Cohn.

The Chair directed the Associate Clerk to call the roll on the motion to pass Board Bill Number 4 out of Committee with a Do Pass Recommendation. The following voted Aye: Mr. Cohn, Ms. Schweitzer, Ms. Keys, Ms. Sonniger, Mr. Browning, Mr. Aldridge, and Ms. Clark-Hubbard.

The following voted No:
None

The following abstained:
None

The following were present but did not vote:
None
A total of Aye-0, No-0, Abstained-0 were cast. The motion passed

V. Resolutions for Review

None

VI. Committee Discussions

Discussion Item Number 1
Jefferson Arms Community Improvement District (CID)
The committee will discuss the petition for the creation and establishment of the Jefferson Arms Community Improvement District (CID).

No additional discussion.

VII. Acknowledgment of Any Written Testimony

None

VIII. Announcements

None

IX. Excused Members

All members were present.

X. Adjournment

Having no other business, the Chair adjourned the meeting by voice vote at 11:28 pm.

Minutes Approved: Tuesday, July 1, 2025
Minutes prepared by: Associate Clerk Rozlyn Smith

Summary
Board Bill Number 18
Introduced by Alderwoman Daniela Velazquez
May 16, 2025

An ordinance amending **Ordinance Number 71835** to codify interior requirements for residential rentals and modify existing occupancy load requirements.

BOARD BILL NUMBER 18 INTRODUCED BY ALDERWOMAN DANIELA VELAZQUEZ
COSPONSORS: PRESIDENT MEGAN GREEN

An ordinance amending **Ordinance Number 71835** to codify interior requirements for residential rentals by striking all mentions of **Exhibit A** and inserting a new section named "Interiors of Buildings" that replicates the contents of **Exhibit A** and provides additional specifications related to occupancy load.

WHEREAS, the current occupancy load requirements used by the Building Division for residential properties are referenced in Ordinance Number 71835 as "**Exhibit A**”, but are not visible or accessible to the public in the code; and

WHEREAS, it is beneficial for standards and regulations to which residents must comply to be accessible to the public; and

WHEREAS, the City seeks to support population growth; and

WHEREAS, there is limited affordable housing availability for large families in the City that adheres to current occupancy limits; and

WHEREAS, amending the current occupancy load requirements to be more flexible will attract new families and retain existing ones as they grow in size.

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

SECTION ONE. <u>Amending Ordinance Number 71835.</u>

Ordinance Number 71835 is hereby amended to be read as follows:

<u>25.56.010 City Housing Conservation Program.</u>

All areas within the legal boundaries of the City of St. Louis are hereby placed under the City Housing Conservation Program to be administered and regulated by the provisions and requirements herein.

<u>25.56.020 Definitions.</u>

A. "***Code Official***" as used in this chapter means the Building Commissioner or a duly authorized representative.

B. "***Condemnation for Occupancy***" means an order issued by the Code Official, prohibiting any person from occupying the dwelling unit specified in such order until it has been revoked, and further preventing anyone from being present on such premises except to clean up and/or make repairs to the premises.

C. "***Dwelling Unit***" means a single-family home or any single unit in a multi-family dwelling that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

D. "***Owner***" means any person, agent, operator, firm, corporation, or any other legal entity having a legal or equitable interest in a parcel of real property; recorded in the official records of the City of St. Louis as holding title to a parcel of real property; or otherwise having control of real property, including as a landlord, collector of rent, or a guardian of an estate for any such person, executor, personal representative, administrator of the estate of such person, or bankruptcy trustee.

E. "***Rental Dwelling Unit***" as used in this chapter refers to a Dwelling Unit that is being held out or offered for rent or is rented and/or occupied by any person who is not the owner of the premises. A Dwelling Unit occupied by a direct family member of the owner of the premises shall be considered as occupied by the owner. A "direct family member" of the owner shall be considered to be a child, grandchild, parent, sibling, parent-in-law, or grandparent. Additionally, two-family buildings or duplexes in which one of the units is owner-occupied and the other unit is held out for rent shall be considered owner-occupied. A single-family home or duplex shall not be considered a Rental Dwelling Unit if they are owner-occupied.

25.56.030 Code Official to Enforce Chapter.

The Code Official shall implement the requirements of this Chapter.

25.56.040 Certificate of Inspection Requirements - Exception.

A. It shall be unlawful for any person, firm, partnership, corporation, or any other legal entity to occupy or permit the occupancy for any purpose or collect the rent of any occupied dwelling unit when a complete change of occupancy has occurred without first securing a Certificate of Inspection for said dwelling unit.

B. It shall be unlawful for any person, partnership, firm, corporation, or other legal entity to take possession as a result of conveyance as it is reflected in the Office of the Recorder of Deeds, of an occupied residential unit(s) without first securing a Certificate of Inspection for said unit(s).

C. Upon determining that a dwelling unit has undergone a complete change of occupancy or a sale of the property as reflected in the Recorder of Deeds Office without first obtaining a Certificate of Inspection, the Code Official shall serve written notice on the Owner of such dwelling unit, that a Certificate of Inspection must be obtained within thirty (30) calendar days of notification, or the unit will be condemned for occupancy and must be vacated. Written notice may be sent by (i) personal service; (ii) postage prepaid United States certified mail, return receipt requested, and regular first class mail; (iii) FedEx, UPS, or similar carrier; or (iv) posting the notice in a conspicuous location on the property where the violation exists, unless there has been personal service.

D. It is the responsibility of the Owner to secure a Certificate of Inspection. It shall be the responsibility of the Owner, Owner's agent, and/or the occupant to provide access to all applicable areas subject to inspections as provided in this ordinance.

E. It shall be unlawful for the Owner or Owner's agent to require a prospective occupant to apply or pay for any fee contained herein for a Certificate of Inspection.

F. If there is a change in occupancy or ownership of a dwelling unit(s) within twelve (12) months of the date of issuance of a Certificate of Inspection for that unit(s), a new Certificate of Inspection shall not be required.

25.56.050 Certificate of Inspection - Issuance.

A. If the unit is available for inspection by the City, the City shall inspect the unit within seven (7) working days from the date of application for Certificate of Inspection unless the Owner approves a longer time. Failure of the City to inspect within said seven (7) days does not waive the requirements of a Certificate of Inspection.

B. The Certificate of Inspection will be issued for the dwelling unit and premises that comply with the exterior provisions of the International Property Maintenance Code, the Zoning Ordinance of the City of St. Louis, and the requirements of **all Building Code relating to the Interiors of Buildings**.

C. The Certificate of Inspection may be issued for the dwelling unit(s) and premise(s) that comply with the Zoning Code of the City of St. Louis and the requirements of **all Building Code relating to the Interiors of Buildings** and are in substantial but not complete compliance with the exterior provisions of the International Property Maintenance Code as determined by the Code Official but said building must meet total compliance within thirty (30) calendar days after the date of issuance. When total compliance is not practical or feasible within the specified time, extensions to the aforementioned compliance period may be granted at the discretion of the Code Official.

D. No Certificate of Inspection can be issued when the dwelling unit(s), building, or the premise(s) is in such condition as to warrant condemnation or when conditions are found that may imminently and adversely affect the health, safety, or welfare of the actual or proposed occupants.

E. When long-term rehabilitation work is in progress with required building permits being issued, a portion of that building may be occupied if that portion meets the requirements of **all Building Code relating to the Interiors of Buildings** and the exterior portion of the building is in compliance with the International Property Maintenance Code. That portion of the building that meets the requirements will be inspected and a Certificate of Inspection with an occupancy load will be issued for that area only. Additional areas will be required to be inspected after rehabilitation work is completed and before those areas become occupied. A new application must be filed for these additional areas.

<u>25.56.060 Certificate of Inspection - Issuance - Exceptions.</u>

A. The provisions of this chapter pertaining to the issuance of a Certificate of Inspection shall not apply to lawful occupancies existing at the time of the effective date of this Ordinance. B.

The provisions of this chapter shall not apply to a change of ownership of any occupied residential and/or nonresidential building which the buyer either thirty (30) calendar days prior to purchase or within seven (7) calendar days after purchase delivers a notarized statement to the Code Official that the buyer will cause said building to be demolished within six (6) months after purchase. Failure to provide the notarized statement to the Code Official within this time period will require the Owner to comply with the provisions of this chapter. The provisions of this chapter shall not apply to a change of ownership of one- or two-family dwellings as a result of inheritance or a transfer of title to a first-degree relative.

25.56.070 Certificate of Inspection - Fees.

A. Fees for a Certificate of Inspection prior to occupancy when the application for inspection is:

1. General Inspection of the exterior of building and all common areas and premises plus one dwelling unit is $120.00. Each additional dwelling unit included in the General Inspection, if the inspection is performed within the same building and on a common date, is $65.00 per additional dwelling unit.

B. The fee for a Certificate of Inspection per unit which is unlawfully occupied shall be $200.00 per unit.

C. Major rehabilitation of dwelling units pursuant to interior floor plans for each level, and site plans approved by the Building Division, as well as newly constructed units having been certified as completed in accordance with the codes and ordinances of the City of St. Louis will be issued original Certificates of Inspection as described herein at no charge after construction completion and Building Code compliance certification.

D. Six percent (6%) of fee revenue collected will be allocated to the Building Division Information Technology Fund.

25.56.080 Reinspection of Premises for Which Valid Certificate of Inspection Exists.

A. After the issuance of the Certificate of Inspection for a dwelling unit, or multiple dwelling units in the same building, the Code Official may require reinspection, pursuant to the provisions of this Section. The Code Official may require reinspection where he has reasonable cause to believe that a rental dwelling unit to be reinspected, and/or the building in which the unit is located, no longer complies with the standards for issuance of a Certificate of Inspection. Reasonable cause to conduct a reinspection shall include, but not be limited to (1) damage to the building in which the dwelling unit to be reinspected was impacted by wind, fire, earthquake, an Act of God, or by man-made causes that jeopardize the health and safety of the occupants; (2) a complaint made by a resident of the dwelling unit to be reinspected; or (3) a documented complaint of the existence of conditions not in compliance with standards for issuance of a Certificate of Inspection from someone other than the resident, including, but not limited to, police officers and inspectors employed by the Division of Building and Inspection or other City agency. Reasonable cause for reinspection is not required to conduct a reinspection where an occupant of a dwelling unit to be reinspected voluntarily permits the reinspection.

B. A reinspection shall be required for a Rental Dwelling Unit either (1) every three (3) years following the issuance of a Certificate of Inspection or (2) every time there is a change in occupancy in the unit when receiving a notification of a change in utility users in accordance with Chapter 25.56.100. When reinspection is required, the Code Official shall send notice of the reinspection to the Owner of such Rental Dwelling Unit, by either first class mail or personal delivery that a Certificate of Inspection must be obtained within thirty (30) calendar days of the Os reception of notification or the unit will be condemned for occupancy.

C. If a unit or common area is not accessible for reinspection, an initial written notice for reinspection shall be made to the Owner or the Owner's agent at least seven (7) days before the scheduled date of the reinspection. Said notice shall specify the date and time of the reinspection and shall be sent by (i) personal service; (ii) postage prepaid United States certified mail, return receipt requested, and regular first class mail; (iii) FedEx, UPS, or similar carrier; or (iv) posting the notice in a conspicuous location on the property where the violation exists, unless there has been personal service. The occupant of a rental dwelling unit shall receive a copy of the initial written notice for reinspection sent to the Owner or the Owner’s agent.

D. If the reinspection of a dwelling unit is required, the Owner or Owner's agent shall be responsible for providing access to the unit(s) and common areas for which a Certificate of Inspection has previously been issued. If entry for reinspection of a dwelling unit(s) is denied by the Owner, the Owner's agent, or an occupant, the Code Official may revoke the Certificate of Inspection for said dwelling unit(s), condemn the unit(s) for occupancy, and require vacation of the unit(s).

E. If, following reinspection, of a dwelling unit, the Code Official determines that a dwelling unit no longer complies with the standards for issuance of a Certificate of Inspection, the Code Official shall give the Owner or Owner’s agent a written notice of the deficiencies found by the inspection; that the deficiencies must be corrected within thirty (30) calendar days of the date of the notice; and that if the deficiencies are not corrected this period, the Code Official may revoke the Certificate of Inspection, condemn the unit for occupancy, and order that it be vacated. Notice for reinspection shall be delivered to the Owner or Owner’s agent by (i) personal service; (ii) postage prepaid United States certified mail, return receipt requested, and regular first class mail; (iii) FedEx, UPS, or similar carrier; or (iv) posting the notice in a conspicuous location on the property where the violation exists unless there has been personal service. The Code Official shall have the authority to grant extensions for the completion of work necessary to correct the deficiencies. If it is not feasible to complete such work to correct the deficiencies within thirty (30) calendar days from the date on which the notice was postmarked. Notwithstanding the foregoing, if the Code Official determines that a dwelling unit, or the building in which such unit is located, is condemnable pursuant to the provisions of this chapter or any other ordinances, the Code Official shall have the authority to condemn such unit or building pursuant to the provisions of this code, without regard to the time limits specified above.

<u>25.56.090 Condemnation for Occupancy.</u>

A. Condemnation for Failure to Obtain Certificate of Inspection Prior to Occupancy.

1. The Code Official may condemn for occupancy any building or portion thereof when a Certificate of Inspection has not been obtained within thirty (30) calendar days after notification for reinspection as provided in Sections 25.56.050 and 25.56.080.

2. The building or portion thereof that is condemned for occupation shall be vacated and shall not be occupied until such time that the Code Official has issued a Certificate of Inspection. B.

Condemnation for Conditions.

1. When the Code Official finds that a building or portion thereof is in an extremely unsanitary or unsafe condition and is a danger to the health and safety of the occupants or the public, the Code Official shall condemn the building for occupancy. Notice of condemnation shall be delivered to the Owner or Owner's agent by (i) personal service; (ii) postage prepaid United States certified mail, return receipt requested, and regular first class mail; (iii) FedEx, UPS, or similar carrier; or (iv) posting the notice in a conspicuous location on the property where the violation exists unless there has been personal service.

2. A notice of condemnation shall clearly state the conditions causing the unsanitary or unsafe conditions thereof and shall command the immediate vacation of the building or portions thereof.

3. A placard shall be placed by the Code Official on the building or portion thereof notifying the public that it has been condemned for occupancy and may not be occupied until a Certificate of Inspection has been issued by the Code Official.

C. It shall be the duty of the Police Department to remove or cause the removal of any person from such building or portion thereof that has been condemned for occupation and to prevent any person from entering the building or portion thereof that is under condemnation.

D. A building or portion thereof that has been condemned for occupancy must be issued a valid Certificate of Inspection prior to being reoccupied.

E. A Certificate of Inspection shall not be reissued for a building or portion thereof that has been condemned for occupancy by the Building Commissioner unless such building or portion thereof is in substantial compliance with the provisions of the code governing exteriors of buildings and in full compliance with the provisions of the code governing interiors of buildings.

<u>25.56.100 Change of Utility Service - Notification.</u>

A. Upon change or disconnection of a residential electric or gas utility service, the electric or gas utility provider shall send a written notice to the Code Official within seven (7) business days following such change or disconnection, including the person(s) identified at that residential address as accountholders or responsible for billing and payments. Notice of the change or disconnection in services shall be sent to the Code Official by the utility company by postage prepaid United States certified mail, return receipt requested, and regular first class mail; or by FedEx, UPS, or similar carrier.

B. It shall be unlawful for the Owner of a dwelling unit not to inform any prospective real estate buyer of the requirement to obtain a Certificate of Inspection before it may be occupied.

<u>25.56.110 Registration of Rental Dwelling Units Required.</u>

A. Upon the issuance of a Certificate of Inspection for a Rental Dwelling Unit, the Code Official shall cause such dwelling to be registered in a publicly accessible database maintained by the City.

B. Upon applying for a Certificate of Inspection through the Building Division, the Owner of any Rental Dwelling Unit shall apply for issuance or renewal of such dwelling on a form provided by the Code Official which shall include provision for the following information:

1. The exact street address of each Rental Dwelling Unit and any commonly-used names for the property, if any, to be registered.

2. The Owner's full legal name, telephone number, mailing address, and e-mail address. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust, or real estate investment trust, the name and address of any of the following shall be provided:

i. For a corporation, a corporate officer, and the chief operating officer;

ii. For a partnership, the managing partner;

iii. For a limited liability company, the managing or administrative member;

iv. For a limited partnership, a general partner;

v. For a trust, a trustee; or

vi. For a real estate investment trust, a general partner or an officer.

3. If an Owner of a Rental Dwelling Unit does not reside within the City of St. Louis, the Owner shall designate a local agent ("Owner's agent") who shall be authorized to receive on behalf of the Owner the service of any notice, order, or summons issued because of a violation of this chapter. Such agent must be an individual over the age of 18 years and must either (1) reside within one hundred (100) miles from the Rental Dwelling Unit or (2) customarily and regularly attend a business office located within the City. A partner, associate, or corporate principal who meets these qualifications may be designated and registered as the Owner's agent. All official notices may be served on the responsible Owner's agent and any notice so served shall be deemed to have been served upon the Owner.

4. The full name, telephone number, mailing address, and email address of the Owner's agent, if one is so designated by the Owner, to schedule inspections and receive service of any notice, order, or summons issued because of a violation of this chapter.

5. The names, addresses, and phone numbers of designated employees or authorized representatives who may be contacted in the event of an emergency.

6. The name, mailing address, telephone number, and email address of the person or entity, whether it be the Owner, Owner's agent, or occupant, responsible for maintenance of the yard and grounds, including but not limited to trash pickup and lawn maintenance. 7. A good-faith estimate of the asking monthly rental rate a tenant would be expected to pay to occupy the Rental Dwelling Unit, exclusive of utilities.

C. In addition to the information provided by Owner pursuant to Subsection B, the Code Official shall cause to be recorded in the rental registration database the following information:

1. The Rental Dwelling Unit's number of bedrooms and bathrooms; and

2. Whether the Rental Dwelling Unit meets certain Americans with Disabilities Act accessibility design standards, such as standards for parking, building and unit entry, intra-unit mobility, bathroom accessibility, and any other design standards as determined by the Code Official in consultation with the Commissioner of the Office on the Disabled.

D. No Certificate of Inspection can be issued for a Rental Dwelling Unit when the unit is not registered with the City as required by this chapter.

E. No person or entity shall rent, let, lease, or otherwise allow the occupancy of any Rental Dwelling Unit unless said unit has been registered as required by this chapter.

25.56.120 Change in Registration Information.

The Owner of a Rental Dwelling Unit already registered with the City of St. Louis shall provide updated registration information required pursuant to Section 25.56.110 upon each subsequent application for a Certificate of Inspection of said unit. No Certificate of Inspection shall be issued when the registration information is not verified as up-to-date by the Owner at the time of inspection.

25.56.130 Reporting by Code Official.

Three years after the effective date of this Ordinance, the Board of Aldermen may by majority vote request a report prepared by the Code Official detailing compliance with the rental registration program, the challenges with implementation, recommendations for updates to the program or amendments to this Ordinance to increase program compliance, and an analysis of the inspection periods for Rental Dwelling Units. Such report shall be kept by the City Register and shall be available to the public upon request.

25.56.140 Building Division Information Technology Fund - Established.

The Comptroller of the City of St. Louis is hereby authorized and directed to establish a Special Fund to be known as the Building Division Information Technology Fund. Funds deposited in the Building Division Information Technology Fund shall be used to maintain and upgrade the information technology infrastructure and software utilized by the Building Division, with the primary objective of supporting the technical aspects of managing the issuance of Certificates of Inspection and the rental registration program. All interest generated on deposited funds shall be accrued to the Special Fund so established. The Comptroller shall make an annual report on or before January 30 of each year to the Board of Aldermen and the Board of Estimate and Apportionment as to the receipts, encumbrances, and disbursements of the Building Division Information Technology Fund.

25.56.150 Administration - Appeals.

A. The Code Official may adopt and promulgate such rules, policies, and procedures as are necessary for the administration of this chapter.

B. Any person aggrieved by the decision of the Code Official relative to this chapter may file an appeal with the Board of Building Appeals in the same manner and time period as provided in the Building Code of the City of St. Louis.

25.56.160 False Statements Prohibited - Occupancy Load.

It shall be unlawful for any applicant for a Certificate of Inspection to make a false statement in the application. It shall be the responsibility of the owner to inform the prospective occupants of the maximum occupancy load and post a copy of the Certificate of Inspection within the unit. Notwithstanding the provisions of any other ordinance, it shall be unlawful to occupy or to allow occupancy of a dwelling unit beyond that number legally allowed under this chapter. It shall be the responsibility of the Owner of any dwelling unit to inform any prospective occupant or prospective buyer of a building that said building is subject to the requirements of this chapter, of the posted occupancy load of all the units within that building, and of any outstanding violations of this chapter.

25.56.170 Penalties for Violation

1. Any person, firm, or corporation, who shall violate any provision of this chapter shall upon conviction thereof, be subject to a fine of not more than five hundred dollars ($500.00) or imprisonment for a term not to exceed ninety (90) days, or both. Every day that a violation exists shall be deemed a separate violation. This chapter shall be deemed a regulatory code relating to buildings, structures, or premises and enforced in accordance with Chapter 25.33.

25.56.180 Interiors of Buildings

1. SANITATION

General unsanitary conditions shall not be allowed within Public Areas, Dwelling Units or Basements. Trash, debris, rodent and insect infestation shall be eliminated.

2. WALLS & CEILINGS

Plaster or tile shall not be missing, loose or broken.

Required fire resistance assemblies shall be maintained.

Wall coverings shall not be loose, water damaged or in bad repair.

3. ENTRY DOORS

Lock on entry door(s) shall be in good working order. Door(s) shall latch properly for privacy. If entry door is a fire door, it shall have an operable self closer. Common area

entrance/exit door(s) where a door frame exists shall not be equipped with double key or clasp type locking mechanism.

4. STRUCTURAL

Floors/joists shall not be missing, rotten, fire damaged, spalled, rusted or broken. Floor covering shall not be torn or broken. There shall be no unsafe structural conditions.

5. SAFETY

Sufficient exits shall be provided. Stair(s) shall not be missing, rotten, fire damaged, spalled, rusted or broken. Handrail(s) or guardrail(s) shall not be missing, rotted or broken. Operable entrance/exit doors shall be provided and maintained. Excessive storage of any material shall not be permitted. Operable smoke detectors shall be provided as required by Ordinance.

6. PLUMBING FIXTURES

No fixtures shall be missing, inoperable or defective. No pipe or fixture shall be leaking or improperly connected. Hot water heater shall be required. Hot water heater shall be operable, and properly vented. Hot water heater shall have a temperature/pressure relief valve.

7. ELECTRICAL EQUIPMENT

Cover plates shall not be missing or broken. Switches or outlets shall be operable, and of sufficient number. Fuses/Circuit breakers shall be properly sized. Lighting fixtures shall not be defective. Excessive, defective or hazardous extension cords shall not be allowed. Loose, hanging, frayed, bare wires or open splices shall be permitted. Defective or hazardous electrical services shall be prohibited.

8. MECHANICAL EQUIPMENT

Heating unit shall be operable. Furnace shall be properly vented. Space heaters shall be properly vented (when applicable).

9. SPACE REQUIREMENTS

Occupancy load shall be limited to:

a. **Minimum habitable gross floor area of 150 square feet for first occupant, plus 100 square feet for each additional occupant; or**
b. **Sleeping room area of a minimum of 70 square feet for first occupant, 50 square feet for each additional occupant.**
c. **Children under the age of six years old shall not count towards the occupancy load.**
d. **Minimum occupancy area requirements for living room and dining room as reflected in the applicable Sections of Chapter Four of adopting Ordinance Number 70798 of the 2018 International Property Maintenance Code of the City of St. Louis.**
e. **Basement occupancies shall not be permitted unless they meet the following requirements:**
    1. **Floors and walls are weather tight so as to prevent entry of moisture.**
    2. **Minimum ceiling heights are in accordance with applicable sections of this Ordinance.**
    3. **Means of egress and emergency escape requirements as reflected in the applicable sections of the current building code of the City of St. Louis.**
f. **MINIMUM CEILING HEIGHT: Habitable spaces shall have a clear ceiling height over the minimum area required by this code at not less than 7 feet except that in**

attics or top half stories the ceiling height shall not be less than 7 feet over not less than one third of the minimum area required by this code when used for sleeping, study, or similar activity. In calculating the floor area of such rooms, only those portions of the floor area of the room having a clear ceiling height of 5 feet or more shall be included.

Exception: Hallways, corridors, bathrooms, toilet rooms, and habitable basements used as recreation rooms shall have a ceiling height of not less than seven feet to the lowest projection from the ceiling.

g. Every bedroom shall be equipped with an operable window which complies with the current adopted International Property Maintenance Code.

h. Toilet rooms and bathrooms shall be arranged and designed to provide privacy.

i. The required dining room shall be located on the same level as the required kitchen.

j. Kitchens, nonhabitable spaces, and public spaces shall not be used for sleeping purposes.

SECTION TWO. Severability Clause.

The sections of this ordinance shall be severable. In the event any section of this ordinance is found by a Court of competent jurisdiction to be unconstitutional, the remaining sections of this ordinance are valid unless the Court finds the valid sections of this ordinance are so essentially and inseparably connected with, and so dependent upon the void section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void ones; or unless the Court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION THREE. Emergency Clause

A. This being an Ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

ORDINANCE 71835

BOARD BILL NUMBER 180 COMMITTEE SUBSTITUTE INTRODUCED BY ALDERWOMAN ALISHA SONNIER
COSPONSORS: PRESIDENT MAGEN GREEN/ ALDERWOMAN ANNE SCHWEITZER/ ALDERMAN MICHAEL BROWNING

An Ordinance repealing **Ordinance Numbers 67914, 69202, and 70456**, which established and amended the City Housing Conservation Program, and, enacting in lieu thereof, an Ordinance that sets forth the procedures, requirements, fees, regulations, inspections, issuance, and revocation of Certificates of Inspection for dwelling units; adding rental dwelling unit registration; and containing an effective date and severability clause.

WHEREAS, the City of St. Louis contains many aging residential properties, with approximately ninety percent (90%) being built before 1978, that now require, and will continue to require, improvements and maintenance in order to meet the minimum housing standards of the City of St. Louis; and

WHEREAS, the City of St. Louis first created Housing Conservation Districts in 1986 to preserve the integrity of the residential housing and building structures in the City of St. Louis; and

WHEREAS, the Housing Conservation Program has been successful in sustaining and improving the quality of residential housing and buildings in the City of St. Louis; and

WHEREAS, the requirement of Certificates of Inspection as a prerequisite for the occupation of any residential dwelling unit has served as a valuable tool in the enforcement of the minimum housing standards in the City of St. Louis; and

WHEREAS, a rental registration program will aid in (1) identifying those properties within the boundaries of the City of St. Louis that are being held out for rent to the public; (2) gathering contact information for code enforcement and emergency situations; (3) identifying substandard rental housing for the benefit of the social, economic, and environmental well-being of the City of

St. Louis; and (4) further preserving and enhancing the health, safety, and welfare of the citizens of the City of St. Louis residing in and visiting residential rental property; and

WHEREAS, it is desirable and prudent for the health, safety, and welfare of the City of St. Louis to repeal and replace the City Housing Conservation Program.

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

SECTION ONE. Enactment of New City Housing Conservation Program.

Ordinance Number 67914, passed March 10, 2008; **Ordinance Number 69202**, passed July 24, 2012; and **Ordinance Number 70456**, passed February 8, 2017; are hereby repealed as of the effective date of this Ordinance, and the following is hereby enacted in lieu thereof:

25.56.010 City Housing Conservation Program.

All areas within the legal boundaries of the City of St. Louis are hereby placed under the City Housing Conservation Program to be administered and regulated by the provisions and requirements herein.

25.56.020 Definitions.

A. "***Code Official***" as used in this chapter means the Building Commissioner or a duly authorized representative.

B. "***Condemnation for Occupancy***" means an order issued by the Code Official, prohibiting any person from occupying the dwelling unit specified in such order until it has been revoked, and further preventing anyone from being present on such premises except to clean up and/or make repairs to the premises.

C. "***Dwelling Unit***" means a single-family home or any single unit in a multi-family dwelling that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

D. "***Owner***" means any person, agent, operator, firm, corporation, or any other legal entity having a legal or equitable interest in a parcel of real property; recorded in the official records of the City of St. Louis as holding title to a parcel of real property; or otherwise having control of real property, including as a landlord, collector of rent, or a guardian of an estate for any such person, executor, personal representative, administrator of the estate of such person, or bankruptcy trustee.

E. "***Rental Dwelling Unit***" as used in this chapter refers to a Dwelling Unit that is being held out or offered for rent or is rented and/or occupied by any person who is not the owner of the premises. A Dwelling Unit occupied by a direct family member of the owner of the premises shall be considered as occupied by the owner. A "direct family member" of the owner shall be considered to be a child, grandchild, parent, sibling, parent-in-law, or grandparent. Additionally, two-family buildings or duplexes in which one of the units is owner-occupied and the other unit is held out for rent shall be considered owner-occupied. A single-family home or duplex shall not be considered a Rental Dwelling Unit if they are owner-occupied. A Short-Term Rental as defined in Chapter 25.57 shall not be considered a Rental Dwelling Unit.

25.56.030 Code Official to Enforce Chapter.

The Code Official shall implement the requirements of this Chapter.

25.56.040 Certificate of Inspection Requirements - Exception.

A. It shall be unlawful for any person, firm, partnership, corporation, or any other legal entity to occupy or permit the occupancy for any purpose or collect the rent of any occupied dwelling unit when a complete change of occupancy has occurred without first securing a Certificate of Inspection for said dwelling unit.

B. It shall be unlawful for any person, partnership, firm, corporation, or other legal entity to take possession as a result of conveyance as it is reflected in the Office of the Recorder of Deeds, of an occupied residential unit(s) without first securing a Certificate of Inspection for said unit(s).

C. Upon determining that a dwelling unit has undergone a complete change of occupancy or a sale of the property as reflected in the Recorder of Deeds Office without first obtaining a Certificate of Inspection, the Code Official shall serve written notice on the Owner of such dwelling unit, that a Certificate of Inspection must be obtained within thirty (30) calendar days of notification, or the unit will be condemned for occupancy and must be vacated. Written notice may be sent by (i) personal service; (ii) postage prepaid United States certified mail, return receipt requested, and regular first class mail; (iii) FedEx, UPS, or similar carrier; or (iv) posting the notice in a conspicuous location on the property where the violation exists, unless there has been personal service.

D. It is the responsibility of the Owner to secure a Certificate of Inspection. It shall be the responsibility of the Owner, Owner's agent, and/or the occupant to provide access to all applicable areas subject to inspections as provided in this ordinance.

E. It shall be unlawful for the Owner or Owner's agent to require a prospective occupant to apply or pay for any fee contained herein for a Certificate of Inspection.

F. If there is a change in occupancy or ownership of a dwelling unit(s) within twelve (12) months of the date of issuance of a Certificate of Inspection for that unit(s), a new Certificate of Inspection shall not be required.

<u>25.56.050 Certificate of Inspection - Issuance.</u>

A. If the unit is available for inspection by the City, the City shall inspect the unit within seven (7) working days from the date of application for Certificate of Inspection unless the Owner approves a longer time. Failure of the City to inspect within said seven (7) days does not waive the requirements of a Certificate of Inspection.

B. The Certificate of Inspection will be issued for the dwelling unit and premises that comply with the exterior provisions of the International Property Maintenance Code, the Zoning Ordinance of the City of St. Louis, and the requirements of Exhibit A of this Ordinance, which is attached hereto and made a part hereof.

C. The Certificate of Inspection may be issued for the dwelling unit(s) and premise(s) that comply with the Zoning Code of the City of St. Louis and the requirements of Exhibit A and are in substantial but not complete compliance with the exterior provisions of the International Property Maintenance Code as determined by the Code Official but said building must meet total compliance within thirty (30) calendar days after the date of issuance. When total compliance is not practical or feasible within the specified time, extensions to the aforementioned compliance period may be granted at the discretion of the Code Official.

D. No Certificate of Inspection can be issued when the dwelling unit(s), building, or the premise(s) is in such condition as to warrant condemnation or when conditions are found that may imminently and adversely affect the health, safety, or welfare of the actual or proposed occupants.

E. When long-term rehabilitation work is in progress with required building permits being issued, a portion of that building may be occupied if that portion meets the requirements of Exhibit A and the exterior portion of the building is in compliance with the International Property

Maintenance Code. That portion of the building that meets the requirements will be inspected and a Certificate of Inspection with an occupancy load will be issued for that area only. Additional areas will be required to be inspected after rehabilitation work is completed and before those areas become occupied. A new application must be filed for these additional areas.

<u>25.56.060 Certificate of Inspection - Issuance - Exceptions.</u>

A. The provisions of this chapter pertaining to the issuance of a Certificate of Inspection shall not apply to lawful occupancies existing at the time of the effective date of this Ordinance.

B. The provisions of this chapter shall not apply to a change of ownership of any occupied residential and/or nonresidential building which the buyer either thirty (30) calendar days prior to purchase or within seven (7) calendar days after purchase delivers a notarized statement to the Code Official that the buyer will cause said building to be demolished within six (6) months after purchase. Failure to provide the notarized statement to the Code Official within this time period will require the Owner to comply with the provisions of this chapter. The provisions of this chapter shall not apply to a change of ownership of one- or two-family dwellings as a result of inheritance or a transfer of title to a first-degree relative.

<u>25.56.070 Certificate of Inspection - Fees.</u>

A. Fees for a Certificate of Inspection prior to occupancy when the application for inspection is:

1. General Inspection of the exterior of building and all common areas and premises plus one dwelling unit is $120.00. Each additional dwelling unit included in the General Inspection, if the inspection is performed within the same building and on a common date, is $65.00 per additional dwelling unit.

B. The fee for a Certificate of Inspection per unit which is unlawfully occupied shall be $200.00 per unit.

C. Major rehabilitation of dwelling units pursuant to interior floor plans for each level, and site plans approved by the Building Division, as well as newly constructed units having been certified as completed in accordance with the codes and ordinances of the City of St. Louis will be issued original Certificates of Inspection as described herein at no charge after construction completion and Building Code compliance certification.

D. Six percent (6%) of fee revenue collected will be allocated to the Building Division Information Technology Fund.

25.56.080 Reinspection of Premises for Which Valid Certificate of Inspection Exists.

A. After the issuance of the Certificate of Inspection for a dwelling unit, or multiple dwelling units in the same building, the Code Official may require reinspection, pursuant to the provisions of this Section. The Code Official may require reinspection where he has reasonable cause to believe that a rental dwelling unit to be reinspected, and/or the building in which the unit is located, no longer complies with the standards for issuance of a Certificate of Inspection. Reasonable cause to conduct a reinspection shall include, but not be limited to (1) damage to the building in which the dwelling unit to be reinspected was impacted by wind, fire, earthquake, an Act of God, or by man-made causes that jeopardize the health and safety of the occupants; (2) a complaint made by a resident of the dwelling unit to be reinspected; or (3) a documented complaint of the existence of conditions not in compliance with standards for issuance of a Certificate of Inspection from someone other than the resident, including, but not limited to, police officers and inspectors employed by the Division of Building and Inspection or other City agency. Reasonable cause for reinspection is not required to conduct a reinspection where an occupant of a dwelling unit to be reinspected voluntarily permits the reinspection.

B. A reinspection shall be required for a Rental Dwelling Unit either (1) every three (3) years following the issuance of a Certificate of Inspection or (2) every time there is a change in occupancy in the unit when receiving a notification of a change in utility users in accordance with Chapter 25.56.100. When reinspection is required, the Code Official shall send notice of the reinspection to the Owner of such Rental Dwelling Unit, by either first class mail or personal delivery that a Certificate of Inspection must be obtained within thirty (30) calendar days of the Owner's reception of notification or the unit will be condemned for occupancy.

C. If a unit or common area is not accessible for reinspection, an initial written notice for reinspection shall be made to the Owner or the Owner's agent at least seven (7) days before the scheduled date of the reinspection. Said notice shall specify the date and time of the reinspection and shall be sent by (i) personal service; (ii) postage prepaid United States certified mail, return receipt requested, and regular first class mail; (iii) FedEx, UPS, or similar carrier; or (iv) posting the notice in a conspicuous location on the property where the violation exists, unless there has been personal service. The occupant of a rental dwelling unit shall receive a copy of the initial written notice for reinspection sent to the Owner or the Owner's agent.

D. If the reinspection of a dwelling unit is required, the Owner or Owner's agent shall be responsible for providing access to the unit(s) and common areas for which a Certificate of Inspection has previously been issued. If entry for reinspection of a dwelling unit(s) is denied by the Owner, the Owner's agent, or an occupant, the Code Official may revoke the Certificate of

Inspection for said dwelling unit(s), condemn the unit(s) for occupancy, and require vacation of the unit(s).

E. If, following reinspection, of a dwelling unit, the Code Official determines that a dwelling unit no longer complies with the standards for issuance of a Certificate of Inspection, the Code Official shall give the Owner or Owner's agent a written notice of the deficiencies found by the inspection; that the deficiencies must be corrected within thirty (30) calendar days of the date of the notice; and that if the deficiencies are not corrected this period, the Code Official may revoke the Certificate of Inspection, condemn the unit for occupancy, and order that it be vacated. Notice for reinspection shall be delivered to the Owner or Owner's agent by (i) personal service; (ii) postage prepaid United States certified mail, return receipt requested, and regular first class mail; (iii) FedEx, UPS, or similar carrier; or (iv) posting the notice in a conspicuous location on the property where the violation exists unless there has been personal service. The Code Official shall have the authority to grant extensions for the completion of work necessary to correct the deficiencies. If it is not feasible to complete such work to correct the deficiencies within thirty (30) calendar days from the date on which the notice was postmarked. Notwithstanding the foregoing, if the Code Official determines that a dwelling unit, or the building in which such unit is located, is condemnable pursuant to the provisions of this chapter or any other ordinances, the Code Official shall have the authority to condemn such unit or building pursuant to the provisions of this code, without regard to the time limits specified above.

25.56.090 Condemnation for Occupancy.

A. Condemnation for Failure to Obtain Certificate of Inspection Prior to Occupancy.

1. The Code Official may condemn for occupancy any building or portion thereof when a Certificate of Inspection has not been obtained within thirty (30) calendar days after notification for reinspection as provided in Sections 25.56.050 and 25.56.080.

2. The building or portion thereof that is condemned for occupation shall be vacated and shall not be occupied until such time that the Code Official has issued a Certificate of Inspection.

B. Condemnation for Conditions.

1. When the Code Official finds that a building or portion thereof is in an extremely unsanitary or unsafe condition and is a danger to the health and safety of the occupants or the public, the Code Official shall condemn the building for occupancy. Notice of condemnation shall be delivered to the Owner or Owner's agent by (i) personal service; (ii) postage prepaid United States certified mail, return receipt requested, and regular first class mail; (iii) FedEx, UPS, or similar carrier; or (iv) posting the notice in a conspicuous location on the property where the violation exists unless there has been personal service.

2. A notice of condemnation shall clearly state the conditions causing the unsanitary or unsafe conditions thereof and shall command the immediate vacation of the building or portions thereof.

3. A placard shall be placed by the Code Official on the building or portion thereof notifying the public that it has been condemned for occupancy and may not be occupied until a Certificate of Inspection has been issued by the Code Official.

C. It shall be the duty of the Police Department to remove or cause the removal of any person from such building or portion thereof that has been condemned for occupation and to prevent any person from entering the building or portion thereof that is under condemnation.

D. A building or portion thereof that has been condemned for occupancy must be issued a valid Certificate of Inspection prior to being reoccupied.

E. A Certificate of Inspection shall not be reissued for a building or portion thereof that has been condemned for occupancy by the Building Commissioner unless such building or portion thereof is in substantial compliance with the provisions of the code governing exteriors of buildings and in full compliance with the provisions of the code governing interiors of buildings and **Exhibit A**.

25.56.100 Change of Utility Service - Notification.

A. Upon change or disconnection of a residential electric or gas utility service, the electric or gas utility provider shall send a written notice to the Code Official within seven (7) business days following such change or disconnection, including the person(s) identified at that residential address as accountholders or responsible for billing and payments. Notice of the change or disconnection in services shall be sent to the Code Official by the utility company by postage prepaid United States certified mail, return receipt requested, and regular first class mail; or by FedEx, UPS, or similar carrier.

B. It shall be unlawful for the Owner of a dwelling unit not to inform any prospective real estate buyer of the requirement to obtain a Certificate of Inspection before it may be occupied.

25.56.110 Registration of Rental Dwelling Units Required.

A. Upon the issuance of a Certificate of Inspection for a Rental Dwelling Unit, the Code Official shall cause such dwelling to be registered in a publicly accessible database maintained by the City.

B. Upon applying for a Certificate of Inspection through the Building Division, the Owner of any Rental Dwelling Unit shall apply for issuance or renewal of such dwelling on a form provided by the Code Official which shall include provision for the following information:

1. The exact street address of each Rental Dwelling Unit and any commonly-used names for the property, if any, to be registered.

2. The Owner's full legal name, telephone number, mailing address, and e-mail address. If the property is owned by a corporation, limited liability company, partnership, limited partnership, trust, or real estate investment trust, the name and address of any of the following shall be provided:

i. For a corporation, a corporate officer, and the chief operating officer;

ii. For a partnership, the managing partner;

iii. For a limited liability company, the managing or administrative member;

iv. For a limited partnership, a general partner;

v. For a trust, a trustee; or

vi. For a real estate investment trust, a general partner or an officer.

3. If an Owner of a Rental Dwelling Unit does not reside within the City of St. Louis, the Owner shall designate a local agent ("Owner's agent") who shall be authorized to receive on behalf of the Owner the service of any notice, order, or summons issued because of a violation of this chapter. Such agent must be an individual over the age of 18 years and must either (1) reside within one hundred (100) miles from the Rental Dwelling Unit or (2) customarily and regularly attend a business office located within the City. A partner, associate, or corporate principal who meets these qualifications may be designated and registered as the Owner's

agent. All official notices may be served on the responsible Owner's agent and any notice so served shall be deemed to have been served upon the Owner.

4. The full name, telephone number, mailing address, and email address of the Owner's agent, if one is so designated by the Owner, to schedule inspections and receive service of any notice, order, or summons issued because of a violation of this chapter.

5. The names, addresses, and phone numbers of designated employees or authorized representatives who may be contacted in the event of an emergency.

6. The name, mailing address, telephone number, and email address of the person or entity, whether it be the Owner, Owner's agent, or occupant, responsible for maintenance of the yard and grounds, including but not limited to trash pickup and lawn maintenance.

7. A good-faith estimate of the asking monthly rental rate a tenant would be expected to pay to occupy the Rental Dwelling Unit, exclusive of utilities.

C. In addition to the information provided by Owner pursuant to Subsection B, the Code Official shall cause to be recorded in the rental registration database the following information:

1. The Rental Dwelling Unit's number of bedrooms and bathrooms; and

2. Whether the Rental Dwelling Unit meets certain Americans with Disabilities Act accessibility design standards, such as standards for parking, building and unit entry, intra-unit mobility, bathroom accessibility, and any other design standards as determined by the Code Official in consultation with the Commissioner of the Office on the Disabled.

D. No Certificate of Inspection can be issued for a Rental Dwelling Unit when the unit is not registered with the City as required by this chapter.

E. No person or entity shall rent, let, lease, or otherwise allow the occupancy of any Rental Dwelling Unit unless said unit has been registered as required by this chapter.

25.56.120 Change in Registration Information.

The Owner of a Rental Dwelling Unit already registered with the City of St. Louis shall provide updated registration information required pursuant to Section 25.56.110 upon each subsequent application for a Certificate of Inspection of said unit. No Certificate of Inspection shall be issued when the registration information is not verified as up-to-date by the Owner at the time of inspection.

25.56.130 Reporting by Code Official.

Three years after the effective date of this Ordinance, the Board of Aldermen may by majority vote request a report prepared by the Code Official detailing compliance with the rental registration program, the challenges with implementation, recommendations for updates to the program or amendments to this Ordinance to increase program compliance, and an analysis of the inspection periods for Rental Dwelling Units. Such report shall be kept by the City Register and shall be available to the public upon request.

25.56.140 Building Division Information Technology Fund - Established.

The Comptroller of the City of St. Louis is hereby authorized and directed to establish a Special Fund to be known as the Building Division Information Technology Fund. Funds deposited in the Building Division Information Technology Fund shall be used to maintain and upgrade the information technology infrastructure and software utilized by the Building Division, with the primary objective of supporting the technical aspects of managing the issuance of Certificates of Inspection and the rental registration program. All interest generated on deposited funds shall be accrued to the Special Fund so established. The Comptroller shall make an annual report on or before January 30 of each year to the Board of Aldermen and the Board of Estimate and Apportionment as to the receipts, encumbrances, and disbursements of the Building Division Information Technology Fund.

25.56.150 Administration - Appeals.

A. The Code Official may adopt and promulgate such rules, policies, and procedures as are necessary for the administration of this chapter.

B. Any person aggrieved by the decision of the Code Official relative to this chapter may file an appeal with the Board of Building Appeals in the same manner and time period as provided in the Building Code of the City of St. Louis.

25.56.160 False Statements Prohibited - Occupancy Load.

It shall be unlawful for any applicant for a Certificate of Inspection to make a false statement in the application. It shall be the responsibility of the owner to inform the prospective occupants of the maximum occupancy load and post a copy of the Certificate of Inspection within the unit. Notwithstanding the provisions of any other ordinance, it shall be unlawful to occupy or to allow occupancy of a dwelling unit beyond that number legally allowed under this chapter. It shall be the responsibility of the Owner of any dwelling unit to inform any prospective occupant or prospective buyer of a building that said building is subject to the requirements of this chapter, of the posted occupancy load of all the units within that building, and of any outstanding violations of this chapter.

25.56.170 Penalties for Violation.

1. Any person, firm, or corporation, who shall violate any provision of this chapter shall upon conviction thereof, be subject to a fine of not more than five hundred dollars ($500.00) or imprisonment for a term not to exceed ninety (90) days, or both. Every day that a violation exists shall be deemed a separate violation. This chapter shall be deemed a regulatory code relating to buildings, structures, or premises and enforced in accordance with Chapter 25.33.

SECTION TWO. Effective Date**s.**

A. Section 25.56.010, related to the jurisdiction of the City Housing Conservation Program, being an ordinance providing for public work and improvement, is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

B. Section 25.56.070 related to fees for Certificates of Inspection, being an Ordinance providing for public work and improvement, is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

C. Section 25.56.140 related to the establishment of the Building Division Information Technology Fund, being an Ordinance providing for public work and improvement, is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

D. For all remaining provisions of this legislation, the Effective Date of this Ordinance shall be sixty (60) calendar days after the Board of Aldermen adopts a resolution, approved by the Code

Official, stating that implementation of the rental registration program is technologically feasible, or alternatively, on July 1, 2027, whichever occurs first.

E. All actions taken prior to the effective date of this Ordinance including, but not limited to, frequency of inspections, issuances or revocations of Certificates of Inspections, condemnations for occupancy, and impositions, shall remain valid and in full force and effect unless and until they are specifically rescinded or superseded by actions taken pursuant to this chapter.

SECTION THREE. Severability Clause.

The sections of this ordinance shall be severable. In the event any section of this ordinance is found by a Court of competent jurisdiction to be unconstitutional, the remaining sections of this ordinance are valid unless the Court finds the valid sections of this ordinance are so essentially and inseparably connected with, and so dependent upon the void section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void ones; or unless the Court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

ORDINANCE #69202
Board Bill No. 42
Floor Substitute

An ordinance pertaining to a city-wide housing conservation program; amending earlier adopted ordinances establishing housing conservation districts and regulations; setting forth procedures, requirements, fees, regulations, inspections, issuance and revocation of certificates of inspection for dwelling units of residential properties in the City of St. Louis; repealing sections two, eight, twelve, and seventeen, of ordinance 67914, and enacting in lieu thereof new sections two, eight, twelve and seventeen as set forth herein; and amending paragraph 9 of exhibit a as attached to this ordinance, and containing a penalty clause, severability clause **and an emergency clause**.

WHEREAS, on January 1, 2009, Ordinance 67914 as approved by the Board of Aldermen of the City of St. Louis, took effect; Ordinance 67914 is an Ordinance pertaining to a City Housing Conservation Program regarding and regulating dwelling units contained in the Housing Conservation Districts, which were first established in 1986, continuing to strive toward the goal of enforcing housing standards and identifying health hazards for the promotion of the health and well being of the citizens of the City of St. Louis;

WHEREAS, more than ninety percent (90%) of the housing stock of the City of St. Louis was built before 1978, and requires, and will continue to require, improvements and maintenance in order to meet the minimum housing standards of the City of St. Louis, and do so in a way to avoid and prevent lead poisoning of its residents;

WHEREAS, lead exposure can cause devastating and irreversible effects, especially in children, and recognizing that lead poisoning is preventable through risk identification through the Housing Conservation program;

WHEREAS, Housing Conservation Districts have been successful in sustaining and improving the quality of residential housing and homes in the City of St. Louis;

WHEREAS, the requirements of the Certificate of Inspection for occupancy will serve as a valuable tool toward enforcing the minimum housing standards and securing the health and safety of all residents of the City of St. Louis;

WHEREAS, the Board of Aldermen of the City of St. Louis finds that certain duties, authority, rights, obligations, and procedures of the Building Division, herein, including the need to alert residents of the City of St. Louis to risks from lead exposure, are in need of certain refinements, and

WHEREAS, the Board of Aldermen of the City St. Louis finds that it is desirable and prudent for the health and safety of the City of St. Louis and all of its residents to provide for the changes to Ordinance 67914 as provided herein.

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

SECTION ONE. Sections Two, 25.56.010., is hereby repealed as of the effective date of this Ordinance, and the following is enacted in lieu thereof:

SECTION TWO. All areas within the legal boundaries of the City of St. Louis are hereby placed under the City Housing Conservation Program to be administrated and regulated by the Provisions and requirements herein and implemented pursuant to Section Seventeen of this Ordinance.

SECTION TWO. Section Eight. 25.56.070 of Ordinance 67914 is repealed and in its place stands the following:

SECTION EIGHT. 25.56.070-Certificate of Inspection-Fees

A. Fees for a Certificate of Inspection prior to occupancy when the application for inspection is:

1. General Inspection of exterior of building and all common areas and premises plus one dwelling unit is ~~$100.00.~~ **$90.00.** Each additional dwelling unit included in the General Inspection, if inspection is performed within the same building and on a common date, is $50.00 per each additional dwelling unit.

B. The fee for a Certificate of Inspection per unit which is unlawfully occupied shall be as follows:

1. $150.00 per unit.

C. Major rehabilitation of dwelling units pursuant to interior floor plans for each level, and site plans approved by the Building Division, as well as newly constructed units having been certified as completed in accordance with the codes and ordinances of the City of St. Louis will be issued original Certificates of Inspection as described herein at no charge after construction completion and Building Code compliance certification.

D. ~~Fifty percent (50%)~~ **Sixty percent (60%)** of fee revenue collected will be allocated to the Lead Remediation Fund of the City of St. Louis.

SECTION THREE. Section Twelve 25.56.110 of Ordinance 67914 is repealed and in its place stands the following:

SECTION TWELVE 25.56.110 Previously Established Housing Conservation Districts.

All Housing Conservation Districts which have been established pursuant to the provisions of earlier ordinances and which are in existence on the effective date of this Ordinance shall remain in effect until the effective date of this Ordinance. On July 12, 2012, these previously existing Housing Conservation Districts shall thereafter be governed by and subject to the provisions of this Ordinance, or Chapter, with regard to all future inspections, issuances and revocations of Certificates of Inspection, condemnations for occupancy, fees, penalties, and other procedures and requirements. All actions taken prior to the effective date of this Ordinance, pursuant to the provisions of previous ordinances pertaining to Housing Conservation Districts, including but not limited to, inspections, issuances or revocations of Certificates of Inspections, condemnations for occupancy, impositions and collections of fees and penalties, shall remain valid and in full force and effect unless and until they are specifically rescinded or superseded by actions taken pursuant to this Ordinance.

SECTION FOUR. Section Seventeen of Ordinance 67914 is repealed and in its place stands the following Section Seventeen:

SECTION SEVENTEEN. Implementation.

The provisions of this Ordinance shall take effect ~~on July 1st, 2012~~, for all areas within the city ~~within a previously established Housing Conservation District~~, **except for the areas described below. The areas described below shall only be included in the City Housing Conservation Program through amending this Ordinance.**

A. Areas Excluded from City Housing Conservation Program:

Tract I: The Eighteenth Ward with the exception of the areas consisting of the 4300 and 4400 blocks of Enright Avenue and the area beginning at the point of intersection of Olive St. and Pendleton Ave., and proceeding northerly along Pendleton Ave. to the east-west alley north of Olive through Blocks 4583 4876 and 4584 to its intersection with a north-south alley in Block 4584, and proceeding northerly along said alley to its intersection with an east-west alley in Block 4584, and proceeding easterly along the east-west alley to Vandeventer Ave., and proceeding southerly along Vandeventer Ave. to the east-west alley south of Olive St., and proceeding easterly along said alley to Spring Ave., and proceeding southerly along Spring Ave. to the east-west alley south of Lindell Blvd., and proceeding westerly along said alley through Block 3927 to Vandeventer Ave., and proceeding northerly along Vandeventer Ave. to Lindell Blvd, and proceeding westerly along Lindell Blvd. to Newstead Ave., and proceeding northerly along Newstead Ave. to Maryland Ave., and proceeding easterly along Maryland Ave. to Boyle Ave., and proceeding northerly along Boyle Ave. to Olive St., and proceeding westerly along Olive St. to point of beginning.

SECTION FIVE. Severability Clause.

The sections of this Ordinance shall be severable. In the event any section of this Ordinance is found by a Court of competent jurisdiction to be unconstitutional, the remaining sections of this Ordinance are valid, unless the Court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void ones; or unless the Court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

EXHIBIT A
(Interior Only)

1. SANITATION

General unsanitary conditions shall not be allowed within Public Areas, Dwelling Units or Basements. Trash, debris, rodent and insect infestation shall be eliminated.

2. WALLS & CEILINGS

Plaster or tile shall not be missing, loose or broken.

Required fire resistance assemblies shall be maintained.

Wall coverings shall not be loose, water damaged or in bad repair.

3. ENTRY DOORS

Lock on entry door(s) shall be in good working order. Door(s) shall latch properly for privacy. If entry door is a fire door, it shall have an operable self closer. Common area entrance/exit door(s) where a door frame exists shall not be equipped with double key or clasp type locking mechanism.

4. STRUCTURAL

Floors/joists shall not be missing, rotten, fire damaged, spalled, rusted or broken. Floor covering shall not be torn or broken. There shall be no unsafe structural conditions.

5. SAFETY

Sufficient exits shall be provided. Stair(s) shall not be missing, rotten, fire damaged, spalled, rusted or broken. Handrail(s) or guardrail(s) shall not be missing, rotted or broken. Operable entrance/exit doors shall be provided and maintained. Excessive storage of any material shall not be permitted. Operable smoke detectors shall be provided as required by Ordinance.

6. PLUMBING FIXTURES

No fixtures shall be missing, inoperable or defective. No pipe or fixture shall be leaking or improperly connected. Hot water heater shall be required. Hot water heater shall be operable, and properly vented. Hot water heater shall have a temperature/pressure relief valve.

7. ELECTRICAL EQUIPMENT

Cover plates shall not be missing or broken. Switches or outlets shall be operable, and of sufficient number.

Fuses/Circuit breakers shall be properly sized. Lighting fixtures shall not be defective. Excessive, defective or hazardous extension cords shall not be allowed. Loose, hanging, frayed, bare wires or open splices shall be permitted. Defective or hazardous electrical services shall be prohibited.

8. MECHANICAL EQUIPMENT

Heating unit shall be operable. Furnace shall be properly vented. Space heaters shall be properly vented (when applicable).

9. SPACE REQUIREMENTS

Occupancy load shall be limited by the most stringent of:

a. Minimum habitable gross floor area of 150 square feet for first occupant, plus 100 square feet for each additional occupant; or

b. Sleeping room area of a minimum of 70 square feet for first occupant, 50 square feet for each additional occupant; and the master bedroom will be limited to a maximum of two (2) occupants. The master bedroom will be construed as the largest bedroom within said unit. After an occupancy load has been established and unit is legally occupied, said unit will still be considered to be legally occupied is an infant under the age of thirty (30) months is found to be added to the legally occupied unit.

c. Minimum occupancy area requirements for living room and dining room as reflected in the applicable Sections of Chapter Four of adopting Ordinance #68791 of the 2009 International Property Maintenance Code of the City of St. Louis.

d. Basement occupancies shall not be permitted unless they meet the following requirements:

1. Floors and walls are weather tight so as to prevent entry of moisture.

2. Minimum ceiling heights are in accordance with applicable sections of this Ordinance.

3. Means of egress and emergency escape requirements as reflected in the applicable sections of the current building code of the City of St. Louis.

e. MINIMUM CEILING HEIGHT: Habitable spaces shall have a clear ceiling height over the minimum area required by this code at not less than 7 feet (2134 mm) except that in attics or top half stories the ceiling height shall not be less than 7 feet (2134 mm) over not less than one third of the minimum area required by this code when used for sleeping, study, or similar activity. In calculating the floor area of such rooms, only those portions of the floor area of the room having a clear ceiling height of 5 feet (1524 mm) or more shall be included.

Exception: Hallways, corridors, bathrooms, toilet rooms, and habitable basements used as recreation rooms shall have a ceiling height of not less than seven feet 92134 mm) to the lowest projection from the ceiling.

f. Every bedroom shall be equipped with an operable window which complies with the current adopted International Property Maintenance Code.

g. Toilet rooms and bathrooms shall be arranged and designed to provide privacy

h. Every room used as a bedroom shall have access to at least one water closet without passing through another room used as a bedroom.

i. The required dining room shall be located on the same level as the required kitchen.

j. Kitchens, nonhabitable spaces, and public spaces shall not be used for sleeping purposes.

Approved: July 24, 2012

ORDINANCE #67914
Board Bill No. 499
Committee Substitute

An Ordinance pertaining to a City Housing Conservation Program; repealing earlier adopted ordinances establishing housing conservation districts and regulations; enacting in lieu thereof, an Ordinance pertaining to the same matter subject matter with provisions setting forth the procedures, requirements, fees, regulations, inspections, issuance and revocation of Certificates of Inspection for dwelling units; and containing a penalty clause and severability clause.

WHEREAS, the City of St. Louis contains many aging residential properties, with approximately ninety percent (90%) being built before 1978, that now require, and will continue to require, improvements and maintenance in order to meet the minimum housing standards of the City of St. Louis.

WHEREAS, the City of St. Louis first created Housing Conservation Districts in 1986 to preserve the integrity of the residential housing and building structures in the City of St. Louis.

WHEREAS, seventy-five percent (75%) of the residential units in the City of St. Louis are currently in the Housing Conservation District program and sixty-seven percent (67%) of physical area of the City of St. Louis is in a Housing Conservation District.

WHEREAS, Housing Conservation Districts have been successful in sustaining and improving the quality of residential housing and buildings in the City of St. Louis.

WHEREAS, the requirement of Certificates of Inspection as a prerequisite for the occupation of any residential dwelling unit will serve as a valuable tool in the enforcement of the minimum housing standards in the City of St. Louis.

WHEREAS, the requirement of Certificates of Inspection will also assist in identifying lead contaminated residences and, thus, preventing childhood lead poisoning.

WHEREAS, the lead safe community believes that the City can provide a safer and healthier environment for children by placing the City of St. Louis under a Housing Conservation Program.

WHEREAS, it is desirable and prudent for the health and safety of the City of St. Louis to create a City Housing Conservation Program.

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

SECTION ONE. Ordinance Nos. 60632, 60677, 60733, 60734, 60798, 60853, 60929, 61178, 61180, 61293, 61545, 61845, 62195, 62335, 62404, 62449, 62561, 62780, 62876, 62879, 62887, 62925, 62927, 63003, 63113, 63121, 63175, 63401, 63657, 64283, 64400, 64456, 64543, 64544, 64677, 64842, 65499, 65640, 65712, 65743, 65949, 66704, 66977 and 67043 are hereby repealed as of the effective date of this Ordinance, January 1, 2009, and the following is hereby enacted in lieu thereof:

SECTION TWO. 25.56.010 City Housing Conservation Program.

All areas within the legal boundaries of the City of St. Louis, except for the areas excluded under Section Seventeen, are hereby placed under the City Housing Conservation Program to be administrated and regulated by the provisions and requirements herein and implemented pursuant to Section Seventeen of this Ordinance.

SECTION THREE. 25.56.020 Definitions.

A. "Code Official" as used in this Ordinance means the Building Commissioner or a duly authorized representative.

B. "Condemnation for Occupancy" means an order issued by the Code Official, prohibiting any person from occupying the dwelling unit specified in such order until it has been revoked, and further preventing anyone from being present on such premises except for the purpose of cleaning up and/or making repairs to the premises.

C. "Dwelling Unit" means single family homes and any single unit in a multi-family dwelling which provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

D. "Owner" means any person, agent, operator, firm, corporation or any other legal entity having a legal or equitable interest in the property; or recorded in the official records of the City of St. Louis as holding title to the property; or otherwise having control of the property, including the collector of rent or the guardian of the estate of any such person, the executor, personal representative, administrator of the estate of such person, or bankruptcy trustee.

SECTION FOUR. 25.56.030 Code Official to Enforce Ordinance.

The Code Official shall implement the requirements of this Ordinance.

SECTION FIVE. 25.56.040 Certificate of Inspection Requirements.

A. It shall be unlawful for any person, firm, partnership, corporation, or any other legal entity to occupy or permit the occupancy for any purpose or collect the rent of any occupied dwelling unit when a complete change of occupancy has occurred without first securing a Certificate of Inspection for said dwelling unit.

B. It shall be unlawful for any person, partnership, firm, corporation or other legal entity to take possession as a result of conveyance as it is reflected in the Office of the Recorder of Deeds, of an occupied residential unit(s) without first securing a Certificate of Inspection for said unit(s).

C. Upon determining that a dwelling unit has undergone a complete change of occupancy or a sale of the property as reflected in the Recorder of Deeds Office without first obtaining a Certificate of Inspection, the Code Official shall serve notice on the owner of such dwelling unit, by either first class mail or personal service that a Certificate of Inspection must be obtained within thirty (30) calendar days of notification or unit will be condemned for occupancy and must be vacated.

D. It is the responsibility of the owner or grantee to secure a Certificate of Inspection. It shall be the responsibility of the owner or the owner's agent and/or the tenant to provide access to all applicable areas subject to inspections as provided in this ordinance.

E. It shall be unlawful for the owner or owner's agent to require a prospective occupant to apply or pay for any fee contained herein for a Certificate of Inspection.

F. If there is a change in occupancy or ownership of a dwelling unit(s) within twelve (12) months of the date of issuance of a Certificate of Inspection for that unit(s), a new Certificate of Inspection shall not be required.

SECTION SIX. 25.56.050 Certificate of Inspection-Issuance.

A. If the unit is available for inspection by the City, the City shall inspect the unit within (7) working days from date of application for Certificate of Inspection unless owner approves a longer time. Failure of City to make inspection within said seven days does not waive requirements of Certificate of Inspection.

B. The Certificate of Inspection will be issued for the proposed or actual dwelling unit and premises that comply with the exterior provisions of the International Property Maintenance Code, the Zoning Ordinance of the City of St. Louis, and the requirements of Exhibit "A" of this Ordinance, which is attached hereto and made a part hereof.

C. The Certificate of Inspection may be issued for the proposed or actual dwelling unit(s) and premise(s) that comply with the Zoning Code of the City of St. Louis and the requirements of Exhibit A and are in substantial but not complete compliance with the exterior provisions of the International Property Maintenance Code as determined by the Code Official, but said building must meet total compliance within thirty (30) calendar days after the date of issuance. When total compliance is not practical or feasible within the specified time period, extensions to the aforementioned compliance period may be granted at the discretion of the Code Official.

D. No Certificate of Inspection can be issued when the dwelling unit(s), building or the premise(s) is in such condition as to warrant condemnation or when there are found to be conditions existing that may imminently and adversely affect the health,

safety and welfare of the actual or proposed occupants.
E. When long term rehabilitation work is in progress with required building permits being issued, a portion of that building may be occupied if that portion meets the requirements of Exhibit "A" and the exterior portion of the building is in compliance with the International Property Maintenance Code. That portion of the building that meets the requirements will be inspected and a Certificate of Inspection with an occupancy load will be issued for that area only. Additional areas will be required to be inspected after rehabilitation work is completed and before those areas become occupied. A new application must be filed for these additional areas.

SECTION SEVEN. 25.56.060 Certificate of Inspection-Issuance-Exceptions.

A. The provisions of this Ordinance pertaining to the issuance of a Certificate of Inspection shall not apply to changes in building ownership nor to tenancy changes in individual dwelling units in lawfully licensed residential and/or nonresidential buildings, nor to lawful occupancies existing at the time of the effective date of the ordinance codified in this Ordinance.

B. The provisions of this Ordinance shall not apply to a change of ownership of any occupied residential and/or nonresidential building which the buyer either thirty (30) calendar days prior to purchase or within seven (7) calendar days after purchase delivers a notarized statement to the Code Official that the buyer will cause said building to be demolished within six (6) months after purchase. Failure to provide the notarized statement to the Code Official within this time period will require the owner to comply with the provisions of this Ordinance. The provisions of this Ordinance shall not apply to a change of ownership of one- or two-family dwellings as a result of inheritance or a transfer of title to a first degree relative.

SECTION EIGHT. 25.56.070 Certificate of Inspection--Fees.

A. Fees for a Certificate of Inspection prior to occupancy when the application for inspection is:

1. General inspection of exterior of building and all common areas and premises plus one dwelling unit is $70.00. Each additional dwelling unit included in the General Inspection, if inspection is performed within the same building and on a common date is $25.00 per each additional dwelling unit.

2. As noted above, general inspection of exterior of building and all common areas and premises plus one dwelling unit is $70.00. An owner may apply for Certificates of Inspection for several dwelling units located in different buildings. The fee for each additional dwelling, up to three (3) units regardless of location will be $25.00 per unit above and beyond the initial fee of $70.00 provided, however, that to qualify for this reduced fee, the owner must apply for all of the Certificates of Inspection at the same time, all of the dwelling units must be available for inspection on a common date and all of the buildings in which the dwelling units are located must have the same owner according to the records in the office of the Recorder of Deeds.

B. The fee for a Certificate of Inspection per unit which is unlawfully occupied shall be as follows:

1. $110.00 per unit.

C. Major rehabilitation of dwelling units pursuant to interior floor plans for each level, and site plans approved by the Building Division as well as newly constructed units having been certified as completed in accordance with the codes and ordinances of the City of St. Louis will be issued original Certificates of Inspection as described herein at no charge after construction completion and Building Code compliance certification.

SECTION NINE. 25.56.080 Reinspection of Premises for Which Valid Certificate of Inspection Exists.

A. After the issuance of the Certificate of Inspection for a dwelling unit, or multiple dwelling units in the same building, the Code Official may require reinspection, pursuant to the provisions of this Section. The Code Official may require reinspection where he has reasonable cause to believe that the dwelling unit(s) to be reinspected, and/or the building in which the unit or units are located, no longer comply with the standards for issuance of a Certificate of Inspection. Reasonable cause to conduct a reinspection shall include, but not be limited to: (1) damage to the building in which the dwelling unit to be reinspected was impacted by wind, fire, earthquake, an Act of God, or by man-made causes that jeopardize the health and safety of the occupants; (2) a complaint made by a resident of the dwelling unit to be reinspected; or (3) a documented complaint of the existence of conditions not in compliance with standards for issuance of a Certificate of Inspection from someone other than the resident, including, but not limited to, police officers and inspectors employed by the Division of Building and Inspection or other City agencies. No reasonable cause shall be necessary to conduct a reinspection where an occupant of the dwelling unit to be reinspected voluntarily permits the reinspection to be conducted.

B. If unit/s and/or common areas are not accessible for reinspection, a request for reinspection shall be made in writing to the owner, owner's agent, and/or tenant designating the date and time on which the reinspection shall be made, giving at least seven (7) days notice of the date on which the reinspection is to occur.

C. If the Code Official determines, pursuant to subsection A of this section, that a dwelling unit(s) should be reinspected, the owner, owner's agent and/or tenant shall be responsible for providing access to the unit(s) and common areas for which a Certificate of Inspection has previously been issued. If entry for reinspection of a dwelling unit(s) is denied by the owner, owner's agent, and/or tenant, the Code Official may revoke the Certificate of Inspection for said dwelling unit(s), condemn the unit(s) for occupancy, and require vacation of the unit(s).

D. Should the Code Official determine upon reinspection that a dwelling unit no longer complies with the standards for issuance of a Certificate of Inspection, the Code Official shall give the owner notice of the deficiencies found by the inspection. This notice shall specify that such deficiencies must be corrected within thirty (30) calendar days of the date of notice. It shall further state that if the deficiencies are not corrected within thirty (30) calendar days of the date of the notice that the Code Official may revoke the Certificate of Inspection for such unit, condemn it for occupancy, and order the unit vacated. The Code Official shall have authority to grant extensions for completion of work necessary to eliminate deficiencies observed during a reinspection where it is not feasible or possible to complete such work within thirty (30) calendar days of the date on which the notice was issued. Notwithstanding the foregoing, if the Code Official determines that a dwelling unit, or the building in which such unit is located, is condemnable pursuant to the provisions of this ordinance or any other ordinances, the Code Official shall have authority to condemn such unit or building pursuant to the provisions of this code, without regard to the time limits specified above.

SECTION TEN. 25.56.090 Condemnation for occupancy.

A. Condemnation for Failure to Obtain Certificate of Inspection Prior to Occupancy.

1. The Code Official may condemn for occupancy any building or portion thereof when a Certificate of Inspection has not been obtained thirty (30) calendar days after notification by the Code Official.

2. The building or portion thereof shall remain vacated until such time that the Code Official has issued a Certificate of Inspection.

3. The condemnation will be lifted after a Certificate of Inspection has been issued for the building or any portion thereof that was previously condemned.

B. Condemnation for Conditions.

1. When the Code Official shall find any building or portion thereof to be in an extreme unsanitary or unsafe condition or any condition that constitutes an immediate and serious fire hazard and thus endangers the lives of any persons whether owners or occupants the Code Official shall condemn for occupancy under the provisions of the City Condemnation Ordinances.

2. Such notice shall clearly state the conditions causing the unsafe conditions thereof and shall command the immediate vacation of the building or portions thereof.

3. The building shall be placarded and the building or portion thereof shall remain vacated until a Certificate of Inspection has been issued for the condemned portion(s) by the Code Official.

C. It shall be the duty of the Police Department to cause removal of any person from such building or portion thereof, so condemned, and to prevent any person from entering same.

D. Every dwelling unit or premises condemned for occupancy due to the condition of such dwelling unit or premises must be issued a valid Certificate of Inspection prior to reoccupancy.

E. Notwithstanding any provision of this Ordinance to the contrary, no Certificate of Inspection shall be reissued for a dwelling unit or premises which has been condemned for occupancy by the Building Commissioner unless such dwelling unit or premises are in substantial compliance with the exterior provisions of the International Property Maintenance Code and in full compliance with the interior provisions of the International Property Maintenance Code and Exhibit A.

SECTION ELEVEN. 25.56.100 Change of Utility User-Notification.

A. Upon change of user of residential electric or gas service, Ameren U.E. company and/or Laclede Gas Company shall notify the Code Official of the City of St. Louis in writing within seven (7) business days of said change, indicating the names of electric or gas user(s) per service and address and apartment number in whose name said service is connected and billed.

B. It shall be unlawful for the owner of a dwelling unit not to inform any prospective purchaser or grantee of the requirement to obtain Certificates of Inspection before occupancy as provided in this Ordinance.

SECTION TWELVE. 25.56.110 Previously Established Housing Conservation Districts.

All Housing Conservation Districts which have been established pursuant to the provisions of earlier ordinances and which are in existence on the effective date of this Ordinance shall remain in existence until the effective date of this Ordinance. On July 1, 2008, these previously existing Housing Conservation Districts shall thereafter be governed by and subject to the provisions of this Ordinance, or Chapter, with regard to all future inspections, issuances and revocations of Certificates of Inspection, condemnations for occupancy, fees, penalties and other procedures and requirements. All actions taken prior to the effective date of this Ordinance, pursuant to the provisions of previous ordinances pertaining to Housing Conservation Districts, including but not limited to, inspections, issuances or revocations of Certificates of Inspections, condemnations for occupancy, impositions and collections of fees and penalties, shall remain valid and in full force and effect unless and until they are specifically rescinded or superseded by actions taken pursuant to this Ordinance.

SECTION THIRTEEN. 25.56.120 Administration-Appeals.

A. The Code Official may adopt and promulgate such rules, policies and procedures as are necessary for the administration of this Ordinance. This Ordinance runs solely to the benefit of the City of St. Louis and not to any owner, lessee, tenant or occupant. The City makes no warranties as a result of these inspections and certificates, and the City and its employees and officials are not liable for errors or omissions in performing the duties enumerated in this ordinance.

B. Any person aggrieved by the decision of the Code Official relative to this Ordinance may file an appeal with the Board of Building Appeals in the same manner and time period as provided in the Building Code of the City of St. Louis.

SECTION FOURTEEN. 25.56.130 False Statements Prohibited-Occupancy Load.

It shall be unlawful for any applicant for a Certificate of Inspection to make a false statement in the application. It shall be the responsibility of the owner to inform the prospective occupants of the maximum occupancy load and post a copy of the Certificate of Inspection within the unit. Not withstanding the provisions of any other ordinance it shall be unlawful to occupy or to allow occupancy of a dwelling unit beyond that number legally allowed in accordance with this Ordinance. It shall be the responsibility of the owner or grantor of any property to inform any prospective lessee or prospective grantee of a building that said building is subject to the requirements of this Ordinance, of the posted occupancy load of all the units within that building and of any outstanding violations of this Ordinance.

SECTION FIFTEEN. 25.56.140 Penalties for Violation.

Any person, firm or corporation, who shall violate any provision of this ordinance shall upon conviction thereof, be subject to a fine of not less than one hundred dollars ($100) nor more than five hundred dollars ($500.00) or imprisonment for a term not to exceed ninety (90) days, or both. Every day that a violation exists shall be deemed a separate offense.

SECTION SIXTEEN. Severability Clause.

The sections of this ordinance shall be severable. In the event any section of this ordinance is found by a Court of competent jurisdiction to be unconstitutional, the remaining sections of this ordinance are valid, unless the Court finds the valid sections of this ordinance are so essentially and inseparably connected with, and so dependent upon the void section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void ones; or unless the Court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION SEVENTEEN. Implementation.

The provisions of this Ordinance shall take effect on July 1, 2008, for all areas within a previously established Housing Conservation District. The Code Official shall set forth an implementation schedule for the areas of the City not currently within a Housing Conservation District. The implementation schedule and any amendments made to such schedule shall be kept on file with the Code Official in the Building Department. Furthermore, notice of the implementation of the City Housing Conservation Program shall be provided to the impacted areas by publication in the City Journal and the City website four weeks prior to the implementation date for that area. The notice shall set forth the legal boundaries of the area to be included in the Program as well as the implementation date. All areas of the City shall be included in the City Housing Conservation Program no later than July 1, 2009, except for the areas described below. The areas described below shall only be included in the City Housing Conservation Program through amending this Ordinance.

A. Areas Excluded from City Housing Conservation Program:

Tract I:

An area of Ward 4 comprised of two City Blocks describing by beginning at the intersection of N. Euclid Ave. and Leduc St. and proceeding along the centerlines in a generally clockwise direction east along Leduc St to Marcus Ave., south to Cote Brilliante Ave., west to N. Euclid Ave., to the point of the beginning, being comprised of an area also known as City Blocks 3780, and 4488.

Tract II:

The entirety of Ward 5 described by beginning at the intersection of the Mississippi River and the centerline of the eastward prolongation of Mullanphy Street and proceeding in a generally clockwise direction along the centerlines west to N. 7th St., south to Interstate 70, south to Cole St., west to N. Tucker Blvd., south to Locust St., west to N. 13th St., north to Lucas Ave., west to 18th St., north to Dr. Martin Luther King Drive, west to Glasgow Ave., north to Gamble St., east to Leffingwell Ave., north to Madison St., west to Glasgow Ave., north to N. Market St., west to Grand Blvd., south to Dr. Martin Luther King Drive, west to N. Vandeventer Ave., north to Maffitt Ave., east to Prairie Ave., north to St. Louis Ave., east to Glasgow Ave., northeast to Greer Ave., east to Elliott Ave., north to Hebert St., east to Parnell St., north to Natural Bridge Ave., east to Palm St., east to Destrehan St., northeast to Branch St., southeast to the Mississippi River and south along the Mississippi River to the point of beginning.

Tract III:

An area of Ward 6 beginning at the intersection of the centerlines of Compton Ave. and Chouteau Ave. and proceeding along the centerlines in a generally clockwise direction north along Compton Ave., to Olive St., east to Leffingwell Ave., north to Delmar Blvd., west to T.E. Huntley Ave., north to Franklin Ave., east to Leffingwell Ave., north to Dr. Martin Luther King Drive, east to 18th St., south to Lucas Ave., east to 13th St., south to Locust St., west to 15th St., south to Olive St., west to 18th St., south to Randolph St., east to 14th St., south to Park Ave., west to S. 18th St., south to Lafayette Ave., west to Waverly Pl., south to Interstate 44, west to Jefferson Ave., north to Chouteau Ave., then west along Chouteau Ave. to the point of beginning.

Tract IV:

An area of Ward 18 beginning at the intersection of the centerlines of Vandeventer Ave. and Lindell Blvd., and proceeding along the centerlines in a generally clockwise direction west to Newstead Ave., north to McPherson Ave., east to N. Boyle Ave., north to Olive St., northwest to Washington Pl., west to Kingshighway Blvd., north to Delmar Blvd., west to Union Blvd., north to Cates Ave., east to Clarendon Ave., north to Raymond Ave., east to Academy Ave., north to Page Blvd., west to Academy Ave., north to Dr. Martin Luther King Drive, west to Academy Ave., north to Cote Brilliante Ave., east to N. Euclid Ave., south to Cote Brilliante Ave., east to Marcus Ave., south to Evans Ave., east to Newstead Ave., south to Finney Ave., east to Vandeventer Ave., south to the point of beginning.

Tract V:

An area of Ward 19 beginning at the intersection of the centerlines of Laclede Ave. and Vandeventer Ave., and proceeding along the centerlines in a generally clockwise direction north to Finney Ave., west to N. Newstead Ave., north to Evans Ave., east to N. Vandeventer Ave., north to Dr. Martin Luther King Drive, east to Grand Blvd., north to N. Market St., east to Glasgow Ave., south to Madison St., east to Leffingwell Ave., south to Gamble St., west to Glasgow Ave., south to Dr. Martin Luther King Drive, southeast to Leffingwell Ave., south to Franklin St., west to T.E. Huntley Ave., south to Delmar Blvd., east to Leffingwell Ave., south to Olive St., west to Compton Ave., south to Highway 40/I-64 west to Grand Ave, north on Grand Ave to Laclede Ave, then west on Laclede Ave. to the point of beginning.

EXHIBIT A
(Interior Only)

1. SANITATION

General unsanitary conditions shall not be allowed within Public Areas, Dwelling Unit or Basement. Trash, debris, rodent and insect infestation shall be eliminated.

2. WALLS & CEILINGS

Plaster or tile shall not be missing, loose or broken.

Required fire resistance assemblies shall be maintained.

Wall coverings shall not be loose, water damaged or in bad repair.

3. ENTRY DOORS

Lock on entry door(s) shall be in good working order. Door(s) shall latch properly for privacy. If entry door is a fire door, it shall have an operable self closer. Common area entrance/exit door(s) where a door frame exists shall not be equipped with double key or clasp type locking mechanism.

4. STRUCTURAL

Floors/joists shall not be missing, rotten, fire damaged, spalled, rusted or broken. Floor covering shall not be torn or broken. There shall be no unsafe structural conditions.

5. SAFETY

Sufficient exits shall be provided. Stair(s) shall not be missing, rotten, fire damaged, spalled, rusted or broken. Handrail(s) or guardrail(s) shall not be missing, rotten or broken. Operable entrance/exit doors shall be provided and maintained. Excessive storage of any material shall not be permitted. Operable smoke detectors shall be provided as required by Ordinance.

6. PLUMBING FIXTURES

No fixtures shall be missing, inoperable or defective. No pipe or fixture shall be leaking or improperly connected. Hot water heater shall be required. Hot water heater shall be operable, and properly vented. Hot water heater shall have a temperature/pressure relief valve.

7. ELECTRICAL EQUIPMENT

Cover plates shall not be missing or broken. Switches or outlets shall be operable, and of sufficient number.

Fuses/Circuit breakers shall be properly sized. Lighting fixtures shall not be defective. Excessive, defective or hazardous extension cords shall not be allowed. Loose, hanging, frayed, bare wires or open splices shall not be permitted. Defective or hazardous electrical services shall be prohibited.

8. MECHANICAL EQUIPMENT

Heating unit shall be operable. Furnace shall be properly vented. Space heaters shall be properly vented (when applicable).

9. SPACE REQUIREMENTS

Occupancy load shall be limited by the most stringent of:

a. Minimum habitable gross floor area of 150 square feet for first occupant, plus 100 square feet for each additional occupant; or

b. Sleeping room area of a minimum of 70 square feet for first occupant, 50 square feet for each additional occupant; and the master bedroom will be limited to a maximum of two (2) occupants. The master bedroom will be construed as the largest bedroom within said unit. After an occupancy load has been established and unit is legally occupied, said unit will still be considered to be legally occupied if an infant under the age of thirty (30) months is found to be added to the legally occupied unit.

c. Minimum occupancy area requirements for living room and dining room as reflected in the applicable Sections of the 2003 International Property Maintenance Code of the City of St. Louis.

MINIMUM OCCUPANCY IN SQUARE FEET

SPACE	1-2 OCCUPANTS	3-5 OCCUPANTS	6 OR MORE
LIVING ROOM	NO REQUIREMENTS	120	150
DINING ROOM	NO REQUIREMENTS	80	100

d. Basement occupancies shall not be permitted unless they meet the following requirements:

1. Floors and walls are weather tight so as to prevent entry of moisture.
2. Minimum ceiling heights are in accordance with applicable sections of this ordinance.
3. Means of egress and emergency escape requirements as reflected in the applicable sections of the current building code of the City of St. Louis.

e. MINIMUM CEILING HEIGHT: Habitable spaces shall have a clear ceiling height over the minimum area required by this code at not less than 7 feet (2134 mm) except that in attics or top half stories the ceiling height shall be not less than 7 feet (2134 mm) over not less than one third of the minimum area required by this code when used for sleeping, study or similar activity. In calculating the floor area of such rooms, only those portions of the floor area of the room having a clear ceiling height of 5 feet (1524 mm) or more shall be included. Exception: Hallways, corridors, bathrooms, toilet rooms, and habitable basements used as recreation rooms shall have a ceiling height of not less than seven feet (2134 mm) to the lowest projection from the ceiling.

f. Every bedroom shall be equipped with an operable window which complies with the current building codes of the City of St. Louis.

g. Toilet rooms and bathrooms shall be arranged and designed to provide privacy.

h. Every room used as a bedroom shall have access to at least one water closet without passing through another room used as a bedroom.

i. The required dining room shall be located on the same level as the required kitchen.

j. Kitchens, nonhabitable spaces, and public spaces shall not be used for sleeping purposes.

Approved: March 10, 2008

BOARD BILL NO. 267 INTRODUCED BY ALDERMAN JACK COATAR

An Ordinance pertaining to a City Housing Conservation Program; amending Section Eleven of Ordinance 67914, adopted on April 11, 2008, and codified at Section 25.56.100 of the Revised Code of the City of St. Louis; and containing an Emergency Clause.

WHEREAS, pursuant to Board Rule 54, the proposed revisions and amendments to Section Eleven of Ordinance 67914 are set out in ~~**strikethrough**~~ and **boldface** in the body of this bill.

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

SECTION ONE. Section Eleven of Ordinance Number 67914, codified at Section 25.56.100 of the Revised Code of the City of St. Louis, is hereby amended to read as follows:

SECTION ELEVEN. 25.56.100 Change ~~**of**~~ **in** Utility **Service** ~~User~~-Notification

A. Upon change **or disconnection** of user of residential electric or gas service, Ameren U.E. company and/or Laclede Gas Company shall notify the Code Official of the City of St. Louis in writing within seven (7) business days of said change **or disconnection**, indicating the names of electric or gas user(s) per service and address and apartment number in whose name said service is **either** connected and billed **or disconnected.**

B. It shall be unlawful for the owner of a dwelling unit not to inform any prospective purchaser or grantee of the requirement to obtain Certificates of Inspection before occupancy as provided in this chapter.

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

Sponsor: Alderman Jack Coatar

70456

Clerk, Board of Aldermen

President, Board of Aldermen

Approved ☑ Date February 8, 2017

Disapproved ☐

Mayor

Truly Engrossed and Enrolled

Marlene E. Davis

Chairman

ORDINANCE 71835
BOARD BILL NUMBER 180
COMMITTEE SUBSTITUTE
FISCAL NOTE

Preparer's Name Ryan Coleman

Phone Number or Email Address (will be available publicly) colemanr@stlouis-mo.gov

Bill Sponsor Ald. Sonnier

Bill Synopsis:	An Ordinance pertaining to a City Housing Conservation Program; repealing earlier adopted ordinances establishing and amending the Housing Conservation Program; enacting in lieu thereof, an Ordinance pertaining to the same subject matter with provisions setting forth the procedures, requirements, fees, regulations, inspections, issuance and revocation of Certificates of Inspection for dwelling units; adding rental dwelling unit registration; and containing a penalty clause and severability clause.
Type of Impact:	The expansion of the program to the few areas not previously covered and the necessary technological updates are expected to increase some operating costs of the Building Division related to technology improvements. Increased fees are expected to increase the revenue generated by the Building Division.
Agencies Affected:	Building Division

SECTION A
Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? __X_Yes ____No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? __X__Yes __No

(01/2017)

- A commitment of city funding in the future under certain specified conditions?
  ____Yes X No

- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ____Yes X___No

- An execution or initiation of an activity as a result of federal or state mandates or requirements?
  ____Yes X__No

- A capital improvement project that increases operating costs over the current adopted city budget? ____Yes X__No

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ____Yes X__No

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

SECTION B

- Does the bill require the construction of any new physical facilities? ____Yes X__No

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

    ____
    ____
    ____
    ____
    ____

- Is the bill estimated to have a direct fiscal impact on any city department or office?
  __X__Yes ____No

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

    Establishing a rental registration program will require contracted information technology professional services to develop a database and registrant portal. Given prior work along those lines the Building Division has secured, the department expects the cost for that work will be approximately $200,000 - $300,000. Those costs will be covered by the increase in the permit fees. The expansion of the Housing Conservation District is not expected to require additional personnel because the vast majority of the City is already included in the District.

- Does the bill create a program or administrative subdivision? __X_Yes ____No

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

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

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

  As noted previously, the technology upgrades are expected to cost approximately $200,000-$300,000. The project is expected to take up to two years to fully implement.

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

Financial Estimate of Impact on General Fund			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	$200k - $300k total need ($200k est.)	Balance of initial $200-$300K ($100k est.)	$0
Additional Revenue	$0k	$212k, + Spec. Fund Reimb. $74k	$424k, + Spec. Fund Reimb. $148k
Net	($200k)	$186k	$572k
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	$0k	$74k	$148k
Additional Revenue	$0k	$74k	$148k
Net	$0	$0	$0

- Describe any assumptions used in preparing this fiscal note:

Average HCD Revenue (FY19-FY23)			$1,908,163
Projected Annual Revenue w/ Fee Increases (30-33%)			2,480,612
Gross Revenue Increase to General Fund			572,449
6% Transfer to Building Division Information Technology Fund			148,837
Net Annual General Revenue Increase			**$423,612**
	Year 1 (Current)	**Year 2**	**Year 3**
Project Status / Spending	IT Contract is Let/Approved and work begins, with 2/3 of project spending.	Project completed w/ final 1/3 of project spending	No project spending.
Revenue Collection	No new revenue.	1/2 Year of Revenue (Jan. 2025 implementation)	Full Year of Revenue received.

Analysis assumes the following:

- General Fund will cover initial technology upgrades with "reimbursement" from Special Fund as increased revenues come in
- at least $572k in additional gross annual (full-year) revenue from the increased fees
- the majority of technology upgrades will be contracted/paid in the current fiscal year
- because of the lag between the technology upgrade expenses and expected increased revenue, the program will require additional funding for the current fiscal year
- 6% of fees collected are allocated to the Building Division Information Technology Fund (Special Fund), with no addtl. revenue in Year 1, half allocation in Year 2, and full allocation in Year 3.

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

  Historical data related to Certificates of Inspection was provided by Jason Whiteley, Mayor's Office, and Dylan Mosier, Building Division. Historical revenue data was provided by Jane Susman, Budget Division.

- Have the financial estimates of this bill been verified by the City Budget Division?

  ____Yes __X_No

  - If yes, by whom? ________________________________ .

Board Bill Number 180
Committee Substitute
EXHIBIT A
(Interior Only)

1. *Sanitation.*

   General unsanitary conditions shall not be allowed within Public Areas, Dwelling Unit or Basement. Trash, debris, rodent and insect infestation shall be eliminated.

2. *Walls & Ceilings.*

   Plaster or tile shall not be missing, loose or broken.

   Required fire resistance assemblies shall be maintained.

   Wall coverings shall not be loose, water damaged or in bad repair.

3. *Entry Doors.*

   Lock on entry door(s) shall be in good working order. Door(s) shall latch properly for privacy. If entry door is a fire door, it shall have an operable self closer. Common area entrance/exit door(s) where a door frame exists shall not be equipped with double key or clasp type locking mechanism.

4. *Structural.*

   Floors/joists shall not be missing, rotten, fire damaged, spalled, rusted or broken. Floor covering shall not be torn or broken. There shall be no unsafe structural conditions.

5. *Safety.*

   Sufficient exits shall be provided. Stair(s) shall not be missing, rotten, fire damaged, spalled, rusted or broken. Handrail(s) or guardrail(s) shall not be missing, rotten or broken. Operable entrance/exit doors shall be provided and maintained. Excessive storage of any material shall not be permitted. Operable smoke detectors shall be provided as required by Ordinance.

6. *Plumbing Fixtures.*

   No fixtures shall be missing, inoperable or defective. No pipe or fixture shall be leaking or improperly connected. A hot water heater shall be required. A hot water heater shall be operable, and properly vented. Hot water heater shall have a temperature/pressure relief valve.

7. *Electrical Equipment.*

   Cover plates shall not be missing or broken. Switches or outlets shall be operable, and of sufficient number.

   Fuses/Circuit breakers shall be properly sized. Lighting fixtures shall not be defective. Excessive, defective or hazardous extension cords shall not be allowed. Loose, hanging, frayed, bare wires or open splices shall not be permitted. Defective or hazardous electrical services shall be prohibited.

8. *Mechanical Equipment.*

Heating unit shall be operable. Furnace shall be properly vented. Space heaters shall be properly vented (when applicable).

9. *Space Requirements.*

Occupancy load shall be limited by the most stringent of:

a. Minimum habitable gross floor area of 150 square feet for first occupant, plus 100 square feet for each additional occupant; or

b. Sleeping room area of a minimum of 70 square feet for first occupant, 50 square feet for each additional occupant; and the master bedroom will be limited to a maximum of two (2) occupants.

   The master bedroom will be construed as the largest bedroom within said unit. After an occupancy load has been established and unit is legally occupied, said unit will still be considered to be legally occupied if an infant under the age of thirty (30) months is found to be added to the legally occupied unit.

c. Minimum occupancy area requirements for living room and dining room as reflected in the applicable Sections of Chapter Four of adopting Ordinance 68791 of the 2009 International Property Maintenance Code of the City of St. Louis.

d. Basement occupancies shall not be permitted unless they meet the following requirements:

   1. Floors and walls are weather tight so as to prevent entry of moisture.

   2. Minimum ceiling heights are in accordance with applicable sections of this chapter.

   3. Means of egress and emergency escape requirements as reflected in the applicable sections of the current Building Code of the City of St. Louis.

e. Minimum Ceiling Height. Habitable spaces shall have a clear ceiling height over the minimum area required by this code at not less than 7 feet (2134 mm) except that in attics or top half stories the ceiling height shall be not less than 7 feet (2134 mm) over not less than one third of the minimum area required by this code when used for sleeping, study or similar activity. In calculating the floor area of such rooms, only those portions of the floor area of the room having a clear ceiling height of 5 feet (1524 mm) or more shall be included. Exception: Hallways, corridors, bathrooms, toilet rooms, and habitable basements used as recreation rooms shall have a ceiling height of not less than seven feet (2134 mm) to the lowest projection from the ceiling.

f. Every bedroom shall be equipped with an operable window which complies with the current adopted International Property Maintenance Code.

g. Toilet rooms and bathrooms shall be arranged and designed to provide privacy.

h. Every room used as a bedroom shall have access to at least one water closet without passing through another room used as a bedroom.

i. The required dining room shall be located on the same level as the required kitchen.

j. Kitchens, nonhabitable spaces, and public spaces shall not be used for sleeping purposes.

Summary
Board Bill Number 44
Introduced by Alderwoman Shameem Clark-Hubbard
June 27, 2025

An ordinance directing the Neighborhood Stabilization Division to establish a registration process and registration database for registered neighborhood organizations in the City of St. Louis; and establishing eligibility criteria for neighborhood organization applicants; and including a severability clause.

BOARD BILL NUMBER 44 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK-HUBBARD
COSPONSORS: PRESIDENT MEGAN GREEN

An ordinance directing the Neighborhood Stabilization Division to establish a registration process and registration database for registered neighborhood organizations in the City of St. Louis; and establishing eligibility criteria for neighborhood organization applicants; and including a severability clause.

WHEREAS, effective civic engagement with neighborhood residents is foundational to a variety of City functions and is necessary for its offices, boards, agencies, and departments to carry out their missions; and

WHEREAS, the City would benefit from an organized, transparent, and predictable means of achieving effective civic engagement with its various and diverse neighborhoods; and

WHEREAS, the City desires to improve the flow of information between itself and neighborhood organizations, increase informed and inclusive civic participation from neighborhood stakeholders, build the capacity of effective neighborhood organizations, and foster more coordination among local neighborhoods and City government; and

WHEREAS, it is desirable and prudent for the health and safety of the City of St. Louis to establish a registered neighborhood organizations program.

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

SECTION ONE. Definitions.

A. “City” means the City of St. Louis, Missouri.

B. “City Agency” means the offices, boards, agencies, departments, and similar governmental and quasi-governmental bodies of the City.

C. "Neighborhood Organization" means a resident-led, nonpartisan, civic group formed for the purpose of collectively addressing common issues and interests.

D. “Neighborhood Stabilization Division” means the Neighborhood Stabilization Division of the

Department of Public Safety.

E. "Registration Database" means a publicly accessible database that includes, at a minimum, the following information for each Registered Neighborhood Organization: (i) name of the Neighborhood Organization, (ii) the Neighborhood Organization's meeting schedule (dates, times, locations), (iii) the geographic boundaries of the Neighborhood Organization, and (iv) contact information for at least one designated Neighborhood Organization representative.

F. "Registered Neighborhood Organization" means a Neighborhood Organization who meets the eligibility criteria specified in Section Three and whose registration application has been approved by the Neighborhood Stabilization Division through the process specified in Section Two.

SECTION TWO. Registration Database and Registration.

A. The Neighborhood Stabilization Division shall create, or cause to be created, a Registration Database and shall implement, or cause to be implemented, all other provisions of this Ordinance.

B. The Neighborhood Stabilization Division shall produce and maintain, or cause to be produced and maintained, a publicly accessible registration application that solicits information from a Neighborhood Organization applicant reasonably necessary for (i) determining whether the applicant meets the eligibility criteria specified in Section Three and (ii) inclusion in the Registration Database. A link to the registration application shall be posted, at a minimum, on the Neighborhood Stabilization Division website, and print copies of the registration application shall be available at a publicly accessible location designated by the Neighborhood Stabilization Division.

C. The Neighborhood Stabilization Division shall accept registration applications on a rolling basis and shall approve or deny an application within ninety (90) days of submission.

D. Within thirty (30) days of the approval of an application, the Registered Neighborhood Organization shall be added to the Registration Database.

E. A Registered Neighborhood Organization's registration status automatically expires each year on November 1 unless it is renewed. Notwithstanding the immediately preceding sentence, a Neighborhood Organization whose registration application is approved between August 1 and October 31 of any given year is deemed to have a registration that does not expire until November 1 of the following year.

F. The Neighborhood Stabilization Division shall produce and maintain, or cause to be produced and maintained, a publicly accessible registration renewal application that solicits updated information from a Registered Neighborhood Organization reasonably necessary to (i) determine whether the Registered Neighborhood Organization continues to meet the eligibility criteria specified in Section Three and (ii) update the Registered Neighborhood Organization's information in the Registration Database. The Neighborhood Stabilization Division shall send a renewal application to each Registered Neighborhood Organization using the contact information in the Registration Database on or before August 1 of each year and shall approve or deny such renewal applications on or before October 31 of each year.

G. No fee shall be charged in connection with any application, registration, or renewal process.

H. If the geographic boundaries of a Neighborhood Organization applicant overlap with those of an existing Registered Neighborhood Organization, the Neighborhood Stabilization Division shall require the applicant to acknowledge the presence of the existing Registered Neighborhood Organization as part of the initial application and any subsequent renewal applications.

I. Any Registered Neighborhood Organization whose registration has expired for any reason (including denial of a renewal application) shall be removed from the Registration Database. A Neighborhood Organization that has been removed from the Registration Database for any reason may be added again if it completes a registration application and its application is approved.

SECTION THREE. Eligibility to Register.

A Neighborhood Organization is eligible to register if it satisfies the following minimum criteria:

A. Residents from within its geographic boundaries represent the majority of its membership;

B. It has geographic boundaries, and those boundaries include not more than five (5) City neighborhoods, in accordance with the Citywide Neighborhood Map maintained by the Planning and Urban Design Agency, as it may be amended or superseded (**Exhibit A**);

C. It is governed by a written governance document or documents, such as bylaws, a constitution, or some similar document, which is publicly available and that includes (i) an elected leadership structure, with defined terms of service for elected positions, and an election process through which such leaders are elected by residents within its geographic boundaries; and (ii) membership description and criteria;

D. It has a means of regular communication with residents within its geographic boundaries using at least two methods of communication, such as in-person meetings, virtual meetings, email, phone, text, social media, website, or physical signs; and

E. It has regular meetings open to residents within its geographic boundaries for which advance notice is provided, and such meetings occur at least four (4) times per year.

SECTION FOUR. Report.

Three (3) years after this Ordinance becomes law, The Neighborhood Stabilization Division shall provide to the Board of Aldermen a report including, but not limited to, compliance with this Ordinance, any challenges with implementation, feedback from program participants, and recommendations for updates to the program to increase program compliance or effectiveness. Such report shall be kept by the City Register and be made publicly available on the City's website.

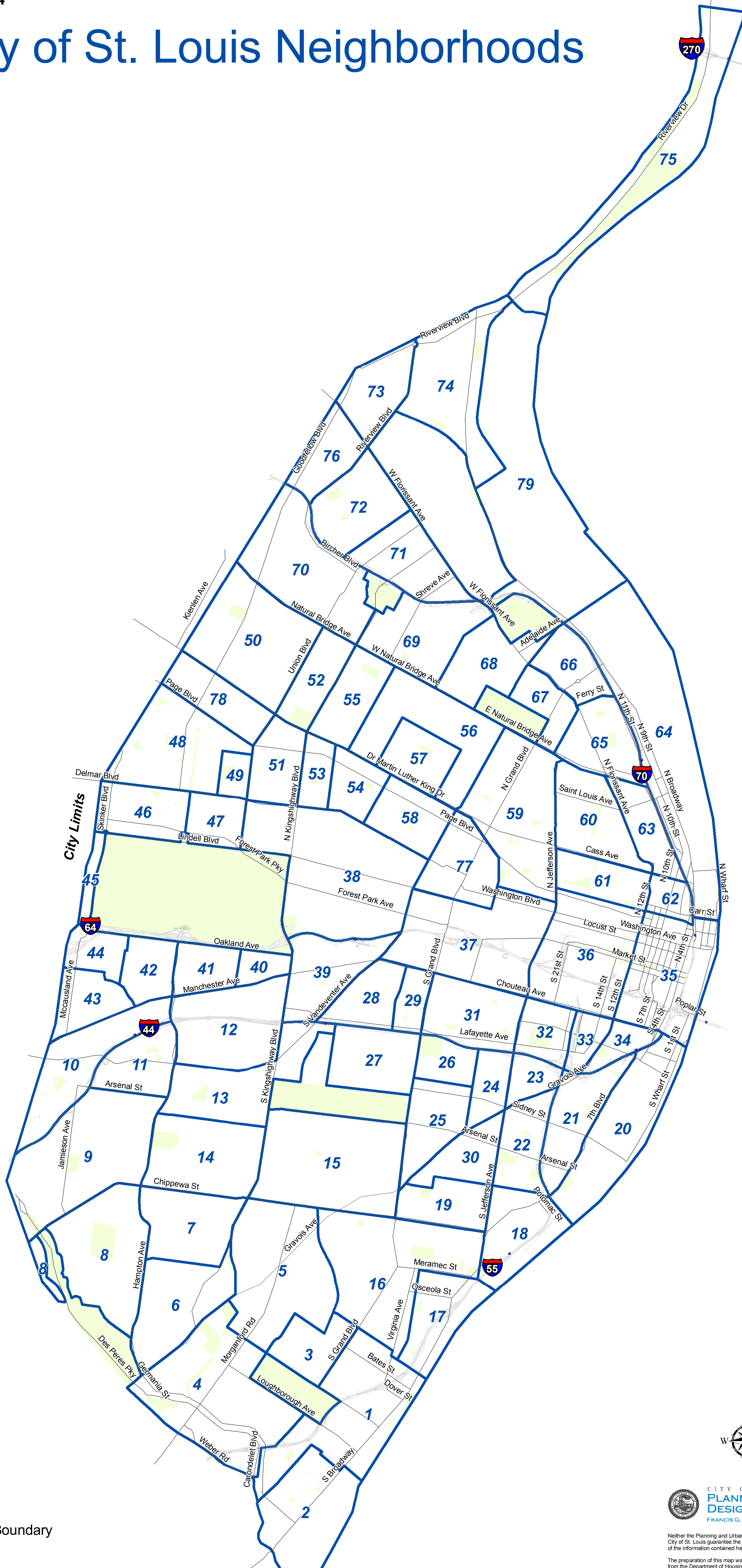
SECTION FIVE. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a further subsequent change in applicable law that renders valid a provision of the Ordinance that was previously held to be invalid or unenforceable, said provision shall thereupon be restored to its full effect, be capable of enforcement without further action by the City, and shall thereafter again be binding.

Board Bill Number 44
Exhibit A

City of St. Louis Neighborhoods

1. Carondelet
2. Patch
3. Holly Hills
4. Boulevard Heights
5. Bevo Mill
6. Princeton Heights
7. Southampton
8. St. Louis Hills
9. Lindenwood Park
10. Ellendale
11. Clifton Heights
12. The Hill
13. Southwest Garden
14. Northampton
15. Tower Grove South
16. Dutchtown
17. Mount Pleasant
18. Marine Villa
19. Gravois Park
20. Kosciusko
21. Soulard
22. Benton Park
23. McKinley Heights
24. Fox Park
25. Tower Grove East
26. Compton Heights
27. Shaw
28. Botanical Heights
29. Tiffany
30. Benton Park West
31. The Gate District
32. Lafayette Square
33. Peabody Darst Webbe
34. LaSalle Park
35. Downtown
36. Downtown West
37. Midtown
38. Central West End
39. Forest Park South East
40. Kings Oak
41. Cheltenham
42. Clayton-Tamm
43. Franz Park
44. Hi-Pointe
45. Wydown Skinker
46. Skinker DeBaliviere
47. DeBaliviere Place
48. West End
49. Visitation Park
50. Wells Goodfellow
51. Academy
52. Kingsway West
53. Fountain Park
54. Lewis Place
55. Kingsway East
56. Greater Ville
57. The Ville
58. Vandeventer
59. Jeff Vanderlou
60. St. Louis Place
61. Carr Square
62. Columbus Square
63. Old North St. Louis
64. Near North Riverfront
65. Hyde Park
66. College Hill
67. Fairground Neighborhood
68. O'Fallon
69. Penrose
70. Mark Twain I-70 Industrial
71. Mark Twain
72. Walnut Park East
73. North Pointe
74. Baden
75. Riverview
76. Walnut Park West
77. Covenant Blu-Grand Center
78. Hamilton Heights
79. North Riverfront



Neighborhood Boundary

City Parks

CITY OF ST. LOUIS
PLANNING & URBAN DESIGN AGENCY
FRANCIS G. SLAY, Mayor

Neither the Planning and Urban Design Agency nor the City of St. Louis guarantee the accuracy or adequacy of the information contained herein.

The preparation of this map was financed in part through a grant from the Department of Housing and Urban Development and the Community Development Administration under the provision of Title I of the Housing and Community Development Act of 1974 (pub. L. 93-383 42 USC 5301 et seq.)

Summary
Board Bill Number 45
Introduced by Alderwoman Shameem Clark-Hubbard
June 27, 2025

An Ordinance requiring certain notices to be sent to relevant Registered Neighborhood Organizations; and authorizing additional communication with Registered Neighborhood Organizations; and containing a severability clause.

BOARD BILL NUMBER 45 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK-HUBBARD
COSPONSORS: PRESIDENT MEGAN GREEN

An Ordinance requiring certain notices to be sent to relevant Registered Neighborhood Organizations; and authorizing additional communication with Registered Neighborhood Organizations; and containing a severability clause.

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

SECTION ONE. Definitions.

A. "City" means the City of St. Louis, Missouri.

B. "City Agency" means the offices, boards, agencies, departments, and similar governmental and quasi-governmental bodies of the City.

C. "Notice" means any publication, notice, advertisement, placard, or public meeting agenda which is (i) contemplated by any code provision listed on **Exhibit A** or (ii) required to be provided to Registered Neighborhood Organizations by any subsequent ordinance.

D. "Neighborhood Notice" means a Notice that (i) affects an address or parcel within or in the area up to two hundred (200) feet outside of and adjacent to the geographic boundaries of a Registered Neighborhood Organization that (ii) includes the date, time, and place of any public hearing or meeting relating to the Notice.

E. "Registered Neighborhood Organization" means an organization listed in the registration database produced and maintained by the Neighborhood Stabilization Division as part of the City's registered neighborhood organizations program.

SECTION TWO. Neighborhood Notices and Neighborhood Engagement.

A. A City Agency that produces a Notice shall, within five (5) business days of production of that Notice, provide (or cause to be provided) a Neighborhood Notice to any Registered Neighborhood Organization to which the Notice applies. A Notice applies to a

Registered Neighborhood Organization if it affects an address or parcel within or in the area up to two hundred (200) feet outside of and adjacent to its geographic boundaries.

B. Every City Agency shall periodically review the Registration Database and include in any of its community engagement activities any Registered Neighborhood Organization with geographic boundaries that include any neighborhoods that are being targeted in its community engagement activities.

C. In addition to providing Neighborhood Notices, a City Agency may, as it sees fit, develop policies, practices, and procedures that involve other communication with Registered Neighborhood Organizations. In no event may such City Agency charge a fee to Registered Neighborhood Organizations for Neighborhood Notices or for participation in any such additional policies, practices, or procedures.

D. Failure of a City Agency to provide a Neighborhood Notice to a Registered Neighborhood Organization pursuant to this Section shall not constitute a violation of this Ordinance; shall not result in any penalty or liability; and shall not invalidate, delay, or otherwise affect the validity or enforceability of any decision, determination, or action taken by the City Agency.

SECTION THREE. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a further subsequent change in applicable law that renders valid a provision of the Ordinance that was previously held to be invalid or unenforceable, said provision shall thereupon be restored to its full effect, be capable of enforcement without further action by the City, and shall thereafter again be binding.

Board Bill Number 45
Exhibit A

Public Notices to be sent to Registered Neighborhood Organizations

Notice	**Code Reference**	**Department Responsible for Sending Notice**
Notice of public hearing on amendment to comprehensive plan	3.48.100 (A)	Planning Commission
Notice of public hearing on additions or modifications of official map	3.48.150	Board of Aldermen
Preliminary project statement regarding proposed neighborhood improvement district	3.87.050 (B)	Board of Public Service
Notice of hearing to consider proposed improvements and assessments for a neighborhood improvement district	3.87.070 (F)	City Register
Notice of public hearing on development plan for blighted area	11.06.150	Board of Aldermen (committee to which development plan bill is assigned)
Petition for hearing regarding rooming house, boarding house, dormitory, or hotel	11.72.020	Board of Public Service
Notice of hearing on liquor license application	14.08.060 (B-C)	Excise Division
Notice of hearing on liquor license renewal	14.08.100	Excise Division
Notice of bill vacating a street, alley, public walk, or parkway	20.14.080	Director of Streets
Notice of temporary closure of street, alley, public place, or highway	20.20.040	Director of Streets
Notice of public hearing on park improvements	22.42.120	Board of Aldermen (committee to which resolution is referred)
Removal of historic designation	24.12.040 (C)	Board of Aldermen

Notice of proposed historic district	24.16.060	Preservation Board
Notice of public hearing on designating a preservation review district	24.36.020	Board of Aldermen (committee to which preservation review district bill is assigned)
Publication of short-term rentals	25.57.090	Building Division
Notice of public hearing on conditional use permit	26.80.010 (D)	Zoning Administrator
Notice of proposed zoning amendment	26.92.040	Planning Commission (shall require the Zoning Administrator to provide notice)
Notice of hearing regarding revocation of conditional use permit	26.100.030 (B)	Board of Public Service
Notice of hearing regarding revocation of variance	26.100.040 (B)	Board of Public Service

Summary
Board Bill Number 47
Introduced by Alderman Michael Browning
June 27, 2025

An Ordinance, recommended by the Board of Estimate and Apportionment, appropriating to the Planning and Urban Design Agency funds received by the City of St. Louis pursuant to an agreement with Johns Hopkins University for an initiative funded through Bloomberg Philanthropies; authorizing the expenditure of such funds; authorizing related contracts, agreements, and other documents; and containing emergency and severability clauses.

BOARD BILL NUMBER 47 INTRODUCED BY ALDERMAN MICHAEL BROWNING

An Ordinance recommended by the Board of Estimate and Apportionment authorizing the City of St. Louis to execute and accept a Subaward for the Bloomberg Philanthropies' American Sustainable Cities Initiative in the amount of $120,000.00 from Johns Hopkins University; appropriating such funds to the Planning and Urban Design Agency; authorizing expenditure of such funds to the extent received; authorizing contracts, agreements, and other documents to expend such funds; and containing a severability clause.

WHEREAS, the City of St. Louis ("City") was awarded One Hundred and Twenty Thousand Dollars ($120,000.00) (the "Subaward") by Johns Hopkins University ("JHU") for an initiative funded through Bloomberg Philanthropies' American Sustainable Cities Initiative ("BASCI"); and

WHEREAS, the BASCI is a three-year initiative to help twenty-five (25) U.S. cities representing more than Ten Million (10,000,000) people take bold, local action to build more resilient and economically-thriving communities; and

WHEREAS, the BASCI is designed to help local leaders and communities deliver local solutions that reduce pollution, lower energy costs, create jobs, and improve public health; and

WHEREAS, data shows that people living in areas with economic barriers face the worst air, water, and weather impacts, and rising disaster costs threaten their health, resilience, and economic growth; and

WHEREAS, the BASCI works to advance local solutions to improve air and water quality and expand economic opportunity, increase capacity through multidisciplinary talent across city departments, sectors, and communities to design, develop, and incubate new solutions, and strengthen city-community partnerships by supporting long-term collaboration; and

WHEREAS, the BASCI provides deep support to help city halls drive local action and unlock wealth-building opportunities, and convenes world-class and multidisciplinary experts to work with selected cities to deliver new solutions that help them tackle extreme weather conditions, improve air and water quality, grow economic opportunities, and boost clean energy and infrastructure; and

WHEREAS, participating cities, including the City of St. Louis, are supported by a three-person innovation team ("i-team") at no cost or financial burden to the City; and

WHEREAS, the i-team have expertise in data analysis, insight development, human-centered design, systems thinking, and project management, and can help develop and incubate local solutions and projects that meet pressing and real resident needs; and

WHEREAS, the City needs to formally accept these funds and execute the Subaward Agreement, attached as Exhibit A.

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

SECTION ONE. The City of St. Louis, by and through the Planning and Urban Design Agency, is hereby authorized to accept the Subaward in the amount of $120,000.00 from JHU.

SECTION TWO. There is hereby appropriated to the Planning and Urban Design Agency the sum of One Hundred Twenty Thousand Dollars ($120,000) from the Subaward to the extent such funds are received.

SECTION THREE. The Mayor and Comptroller or their designated representants, are hereby authorized to execute, on behalf of the City, the Subaward Agreement attached hereto to as **Exhibit A** and expend funds appropriated by this Ordinance for certain purposes substantially in accordance with the purposes detailed therein. The Comptroller is authorized and directed to issue warrants upon the City Treasury for payment of all expenditures authorized in this Ordinance provided that such warrants do not exceed the total amount of funds appropriated by this Ordinance.

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

SECTION FIVE. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

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

SUBAWARD AGREEMENT

This document constitutes the subaward agreement ("Subagreement") between the Johns Hopkins University ("JHU") and the City of St. Louis, by and through its Planning and Urban Design Agency ("Subrecipient") under which Subrecipient shall perform the work defined below as the statement of work, to enable JHU to complete its obligations under its grant ("Prime Award") titled "Bloomberg American Sustainable Cities," ("Project") funded by the Bloomberg Philanthropies ("Sponsor"). All terms and conditions of this Subagreement are subject to applicable law and regulations.

1. STATEMENT OF WORK

1.1 Subrecipient's work shall conform to its statement of work ("Statement of Work") approved by JHU, attached and incorporated as **Exhibit A**.

1.2 Both parties shall mutually agree upon any change in the Statement of Work in writing, signed by authorized officials of both parties prior to the commencement of Subrecipient's performance under any such change.

2. PERIOD OF PERFORMANCE

This Subagreement is effective for the period **3/1/2024 through 2/28/2027** (the "Period of Performance"), which shall be extended only by mutual written agreement of the parties.

3. PRICE AND PAYMENT

3.1 This is a fixed price Subagreement. The total price for Period of Performance of this Subagreement is **$120,000** United States Dollars (USD).

3.2 Upon full execution of this Subagreement, JHU shall pay Subrecipient an advance payment in the amount of $60,000 USD which is expected to provide adequate funding through 12/31/2025.

3.3 JHU shall pay Subrecipient for its services adequately rendered and accepted on a work completed basis in accordance with Exhibit A and the Milestone Payment Schedule set forth in **Exhibit B**. Invoices will not be paid until this Subagreement is fully executed by both parties.

3.4 All payments will be made upon receipt of an invoice in the format specified in **Exhibit C**, or Subrecipient's comparable format, which details the specific deliverable or work product accomplished as referenced in Exhibits A and B.

3.5 Invoices must be submitted in strict accordance with the schedule set out in Exhibit B to:

Sabrina Garrett
Center for Government Excellence and Public Innovation (GovEx)
The Johns Hopkins University
711 W. 40th St., Suite 400
Baltimore, MD 21211

Email: bcpiinvoice@jh.edu with a copy to sgarret8@jh.edu

3.6 In addition, with each invoice, an authorized representative of the Subrecipient shall certify that required Deliverable(s) to date have been submitted, and expenditures reported (or payments requested) are for appropriate purposes and in accordance with Exhibits A and B.

4. KEY PERSONNEL

4.1 The Project Director and Technical Representative at JHU for this Subagreement is Beth Blauer ("JHU PI"). JHU PI is not authorized to alter or amend this Subagreement, except that the JHU PI's written concurrence shall be required to alter or amend Subrecipient's Statement of Work and/or Milestone Payment Schedule.

4.2 The Project Director for Subrecipient shall be Don Roe ("Subrecipient Project Director"). An authorized official of JHU must approve in writing any proposed change in the Project Director. Should JHU not give its approval, this Subagreement shall be terminated in the manner provided below in Section 14 (Termination).

5. REPORTS AND DELIVERABLES

5.1 Subrecipient shall submit all deliverables, work product and reports as specified in Exhibits A and B to JHU PI.

5.2 In addition to the deliverables and work product in Exhibits A and B, Subrecipient shall submit quarterly financial reports to the person designated in Section 3.5.

5.3 Failure by Subrecipient to submit any deliverable, work product, and/or report by its due date shall be considered just cause for JHU to withhold any payment until such deliverable, work product and/or report is received and accepted by JHU. JHU may also terminate this Subagreement in accordance with Section 14 (Termination), should Subrecipient fail to timely provide agreed upon deliverables, work product, and/or reports set forth in Exhibits A and B.

6. APPROVALS AND NOTICES

6.1 Subrecipient shall submit all legal notices to:

Martin Domack
Johns Hopkins University Research Administration (JHURA)
The Johns Hopkins University
1101 E 33rd Street, C310
Baltimore, Maryland 21218
Phone: 667-208-8781
Email: mdomack1@jhu.edu

6.2 Subrecipient shall submit all notices and requests for approvals or changes on administrative and financial matters to the individual designated in Section 3.5 above.

6.3 Notices regarding changes in the Statement of Work, Deliverable(s), Budget or Project Director, and programmatic matters, including publication reviews, should be sent to JHU PI:

Beth Blauer
Center for Government Excellence and Public Innovation (GovEx)
The Johns Hopkins University
711 W. 40th St., Suite 400
Baltimore, MD 21211
Email: bblauer1@jhu.edu

With a copy to the contact provided in Section 3.5 for changes to the Budget, Statement of Work, and/or Project Director.

6.4 Subrecipient's authorized official for receiving notices of alterations or amendments to this Subagreement shall be:

Don Roe
City of St. Louis
1520 Market Street
Suite 2000
St. Louis, Missouri 63103
United States
Phone: 314-657-3849
Email: bakersa@stlouis-mo.gov roed@stlouis-mo.gov

7. PUBLICITY AND USE OF NAME

7.1 Neither party shall use directly or by implication the names of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of the other party. All requests for JHU approval shall be forwarded to the Office of Communications, http://hub.jhu.edu/media/contact/, with a copy to the JHU PI.

7.2 Any publications, advertising, speeches, lectures, interviews, press releases, internet web pages and other similar activities related to the Project (together, "Media Releases"), shall acknowledge Sponsor's funding. Any Media Release that refers to the funding source of this Subagreement shall refer to "Bloomberg Philanthropies," and all written acknowledgements shall link to Sponsor's website (www.bloomberg.org). Additionally, Subrecipient shall consult with JHU, and at Sponsor's or JHU's request, reference Sponsor in each of its donor acknowledgements (print and digital) related to this Subagreement, Subrecipient's other programs supported by Sponsor and all other crediting of Subrecipient's support ("Donor Acknowledgements"). Please provide copies of all Media Releases and Donor Acknowledgements to JHU for the purposes of obtaining Sponsor's consent prior to publication or distribution of any Media Release or Donor

Acknowledgement in any format. Sponsor has the right to publicly acknowledge and announce, at its sole discretion, any relationship between Sponsor, JHU and Subrecipient. Sponsor's website may include a brief description of this Subagreement. On occasion, Sponsor also posts grantees' or Subrecipient's publications and other related items on its website and/or social media accounts.

8. PUBLICATIONS

8.1 Each party shall have the right to publish and disseminate information derived from the performance of work under this Subagreement.

8.2 Qualification for authorship shall be in keeping with generally accepted criteria. The order of authorship shall be a joint decision of the co-authors in any co-authored publication. Each author shall have participated sufficiently in the work to take public responsibility for the content.

8.3 Subrecipient shall provide JHU PI with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.

8.4 Publications shall carry appropriate acknowledgment of funding support by a statement such as the following:

> "This publication (journal article, etc.) was supported by a Subagreement from The Johns Hopkins University with funds provided by a grant from the Bloomberg Philanthropies. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of The Johns Hopkins University or Bloomberg Philanthropies."

9. CONFIDENTIALITY

9.1 "Confidential Information" means all non-public, confidential, and/or proprietary information that is marked as "Confidential Information" as described below and which is disclosed by one party to the other, including, but not limited to, software, inventions (whether patentable or not), algorithms, diagrams, drawings, processes, reagents, research, product or strategic plans or collaborations or partnerships, financial information, business models, and information relating to corporate finance and governance. Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing, marked confidential, and addressed to the other party within ten (10) days after disclosure.

9.2 Each party shall have the right to refuse to accept any Confidential Information proffered to it by the other party. If necessary, the parties will exchange Confidential Information only under the provisions set forth herein. Except where disclosure is required by law, including the Missouri Sunshine Law, Section 610.010 et seq of the Revised Statutes of Missouri, the party who receives Confidential Information (the "Receiving Party") shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information of a similar nature, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and non-disclosure obligations in a form of an agreement reasonably acceptable to the party disclosing the Confidential Information (the "Disclosing Party").

9.3 Confidential Information shall not include any information disclosed to the Receiving Party that the Receiving Party can demonstrate (i) was previously in its possession, as shown by its pre-existing records, without violation of any obligation of confidentiality; (ii) was received from a third party without violation of any obligation of confidentiality; (iii) was publicly known and made generally available prior to such disclosure; (iv) becomes publicly known or made generally available at a later date, through no fault of the Receiving Party, and only then after such later date; or (v) was independently developed without use of or reliance upon any Confidential Information by the Receiving Party, its employees, or consultants.

9.4 The obligations of confidentiality under this Section 9 shall continue for a period of three (3) years following conclusion or early termination of this Subagreement.

10. INTELLECTUAL PROPERTY

10.1 <u>Inventions and Patents.</u>

10.1.1 Subrecipient understands and acknowledges that JHU, through its employees, has knowledge, experience and expertise, which has been acquired over a substantial number of years prior to entering into this Subagreement ("JHU Background Intellectual Property"). JHU shall retain all rights to such JHU Background Intellectual Property. Nothing in this Subagreement shall confer any right to Subrecipient to acquire by assignment or license, exclusive ownership or use of JHU Background Intellectual Property.

10.1.2 Subrecipient shall (i) retain title to any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement solely by its faculty member(s) and/or employee(s) and/or student(s), provided, however, Subrecipient shall promptly notify the JHU Principal Investigator in writing of any such Inventions and Subrecipient hereby grants to JHU a non-exclusive, royalty-free, worldwide, perpetual license, to all of Subrecipient's rights in all media, now known or hereafter developed, to reproduce, distribute, publicly display, perform and create derivative works from all works developed by the Subrecipient as part of the Subagreement.

10.1.3 JHU shall retain ownership of any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement solely by a JHU faculty member(s) and/or employee(s) and/or student(s).

10.1.4 Subrecipient and JHU shall be joint owners of any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement jointly by faculty member(s) and/or employee(s) and/or student(s) of Subrecipient and JHU. For any jointly owned Inventions, JHU shall have the opportunity to preview and comment on all documents of record used in filing, prosecuting, and maintaining of any patent application and to participate in the selection of the patent attorney.

10.2 Copyrights.

10.2.1 Disposition of any copyrights or any copyrightable material created by Subrecipient in performance of the Statement of Work will be determined by the policy of the Subrecipient, subject to this Section 10.2.

10.2.2 Subrecipient shall provide copies of all copyrighted or copyrightable materials to the JHU PI. Subrecipient hereby grants to JHU an irrevocable, royalty-free, non-exclusive, worldwide right and perpetual license to all of Subrecipient's rights, in all media now known or hereafter developed, to distribute, use, copy, reproduce, create derivative works from, display, publish, perform, publicly display and sublicense any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subagreement for the purpose of education and research and/or to the extent required to meet JHU's obligations under its Prime Award.

10.3 Data. Subrecipient will own the data it generates under this Subagreement. Subrecipient hereby grants to JHU the right to receive copies of such data and to use such data for the purpose of education and research and/or to the extent required to meet JHU's obligations under its Prime Award.

11. EQUIPMENT

No Equipment shall be purchased using funds awarded under this Subagreement.

12. CHANGES

12.1 Funds awarded under this Award may only be used for the Project.

12.2 Subrecipient agrees to provide JHU with sufficient justification and supporting materials to support any requested change. All requests for approval required by this Section shall be submitted to the person cited in Section 3.5.

12.3 Subrecipient may not issue any subawards under this Subagreement without the express prior written consent of JHU. Should lower tier subawards be approved by JHU, Subrecipient is solely responsible to comply with all of its obligations under this Subagreement and to ensure that the agreement to a lower tier subrecipient reflects all the requirements of this Subagreement and applicable law, the Prime Award, and any document referenced in any of these sources, as well as all other provisions necessary or prudent to effectuate such requirements and otherwise exercise appropriate monitoring of its lower tier subrecipients.

13. INSPECTION AND AUDIT

13.1 JHU and Sponsor, or their assignee(s), reserve the right to inspect, upon reasonable advance notice and during normal business hours (except in the case of an emergency), Subrecipient's physical facilities, all aspects of the Statement of Work undertaken under this Subagreement, and all books, records, receipts, accounts, and other documentation of any kind pertaining to the Subagreement. Subrecipient agrees to provide copies of any and all such books, records, receipts, accounts, or other documentation to JHU or Sponsor, or their assignee(s), in a timely fashion as reasonably requested by JHU or Sponsor, or their assignee(s).

13.2 Subrecipient will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Statement of Work for a minimum period of three (3) years after the date of receipt of the final payment. During this period, JHU or an authorized representative shall have the right to audit, at its own expense, all books, receipts, accounts, records, and other documentation of funds received and costs and commitments incurred under this Subagreement. If an audit reveals a material discrepancy or error in reporting, Subrecipient will reimburse JHU upon request for the costs and expenses associated with such audit and will repay the unallowable costs.

14. TERMINATION

This Subagreement may be terminated by either party at any time upon thirty (30) days written notice to the other party; however, JHU may terminate on less than thirty (30) days' notice in the event such termination occurs pursuant to a notice of termination from the Sponsor to JHU. Upon such notification, Subrecipient shall proceed in an orderly fashion to limit or terminate any outstanding commitments, and to conclude the Project. Subrecipient shall submit a final financial report and/or progress report (if applicable) to JHU within forty-five (45) days of the effective date of termination. In the event that the Subagreement is terminated as a result of a breach by Subrecipient, non-cancellable expenses incurred by the Subrecipient in relation to the Project may be allowable, but only up to the date that Subrecipient receives the notice of the breach. If the Subagreement is terminated for any other reason, non-cancelable expenses incurred by the Subrecipient in relation to the Project through the date of termination may be allowable.

15. LIABILITIES AND LOSS

It is understood and agreed that neither party to this Subagreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law, and that this Subagreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

16. INSURANCE

Subrecipient represents that it self-funds its liability claims coverage and carries sufficient insurance coverage to comply with the requirements of federal, state and local laws.

17. HUMAN SUBJECTS/ANIMAL RESEARCH COMPLIANCE

17.1 <u>Protection of Human Subjects.</u> Subrecipient agrees that no research involving the use of human subjects will be conducted under this Subagreement.

17.2 Vertebrate Animals. Subrecipient agrees that no research involving the use of vertebrate animals will be conducted under this Subagreement.

18. EXPORT CONTROLS

18.1 Each party to this Subagreement assumes responsibility for determining whether its performance is subject to, and in compliance with, U.S. export control and sanction program laws and regulations ("U.S. Export Controls"), including but not limited to the Export Administration Regulations (Department of Commerce), the International Traffic in Arms Regulations (Department of State), and the sanctions programs embodied in regulations administered by the Department of the Treasury's Office of Foreign Assets Control (OFAC). Each party shall be responsible for obtaining and/or invoking for its own organization any authorization needed from a cognizant, government authority, in order to ensure its performance under this Subagreement, including export/re-export or import licenses and exemptions/exceptions. The parties shall cooperate to promote one another's compliance with U.S. Export Controls, but any such cooperation, including notice, advice or other assistance, shall not be relied upon as one party's assumption of any portion of another party's independent legal responsibility to comply. In the spirit of such cooperation, JHU anticipates that fulfillment of this Subagreement will not require Subrecipient to receive Controlled Items from JHU. In the context of this Subagreement, Controlled Items are tangible or intangible items (e.g., commodities or technology) that are listed within U.S. Export Controls, such as the dual-use items found on the Commerce Control List (see 15 CFR 774), or the defense articles found on the U.S. Munitions List (see 22 CFR 121). JHU further anticipates that fulfillment of this Subagreement will not require Subrecipient to enter into transactions or other activities that invoke one or more U.S. sanctions programs or embargoes. JHU and Subrecipient shall independently assume full responsibility for their own release of Controlled Items to, or controlled transactions with, a foreign country or its citizens.

18.2 If either party discovers that it cannot reasonably ensure its lawful performance of activities involving Controlled Items or sanctions programs or embargoes, whether anticipated or unanticipated, where such activities are required in order to fulfill its obligations under this Subagreement, then the parties will make a good-faith effort to contemplate feasible, alternative activities. If the parties cannot mutually agree upon such alternative activities, and if that renders either or both parties unable to fulfill their respective obligations under this Subagreement, then the Subagreement may be terminated or amended as covered by Section 14.

19. ANTI-TERRORIST COMPLIANCE

19.1 Subrecipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with these Executive Orders and laws.

19.2 Subrecipient hereby agrees that all funds, including Subawards to lower-tier Subrecipients, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.

19.3 This provision must be included in all subagreements issued under this Subagreement.

20. GOVERNING LAW AND VENUE

20.1 This Subagreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State of Maryland.

20.2 Each of the parties hereto agrees to venue in and submits to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder. Both parties hereto agree to waive their respective rights to a trial by jury.

21. DISPUTES

Every effort shall be made to resolve any disputes arising in connection with this Subagreement in an amicable and informal manner. Failing to reach resolution, any dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator, appointed in accordance with said Rules. Any and all hearings shall be conducted in the English language at a location mutually agreed upon by the parties. Judgment upon the award rendered may be entered into any court having jurisdiction.

22. FORCE MAJEURE

Neither party will be responsible or liable to the other party for non-performance or delay in performance of any terms or conditions of this Subagreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

23. ORDER OF PRECEDENCE

Any inconsistency in this Subagreement shall be resolved by giving precedence in the following order:

23.1 The Subagreement;
23.2 Exhibit A, Statement of Work
23.3 Other documents, exhibits, and attachments.

24. ASSURANCES AND CERTIFICATIONS

24.1 General. Subrecipient represents and certifies that it has filed and will maintain all assurances or other documentation with the appropriate government agencies to the extent such assurances and documentation are required.

24.2 Debarment. Subrecipient certifies that neither Subrecipient nor any of its officers, employees, or agents performing any service under this Subagreement (including the Project Director) are presently or proposed to be debarred, suspended, declared ineligible or voluntarily excluded from participation in this transaction, under investigation for a crime or otherwise engaged in conduct for which a person can be debarred by any federal agency, and Subrecipient will immediately notify JHU upon any inquiry concerning commencement of any such proceeding concerning Subrecipient or such person referred to in this subparagraph.

24.3 Prohibited Uses. Subrecipient represents and warrants that it shall not use any part of the Subagreement funds or the income therefrom for any of the following purposes: (1) to fulfill any existing legally binding pledge of the Sponsor or any other advisor to the account; (2) to provide any private benefit to Sponsor or any other advisor to the account, any family member thereof, any other person described in Section 4958(f)(7) of the Code with respect to the account, or to any individual who is not an appropriate beneficiary of the Subrecipient's charitable programs; (3) for lobbying, political contributions or to support political campaigns; or (4) for any other purpose other than one specified in Section 170(c)(2)(B) of the Code. Subrecipient further represents and warrants that it does not and will not knowingly provide financial support or other resources to any individual or entity to further unlawful acts including acts of violence or terrorism, and Subrecipient is in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, groups, or countries subject to Office of Foreign Assets Control sanctions. Subrecipient will not provide any tax substantiation letter to JHU or Sponsor or any other advisor to the account in connection with this Subagreement.

24.4 Equal Opportunity. Sponsor gives high priority to the realization of equality of opportunity for all members of society. Sponsor works to implement this policy in a variety of ways, internationally as well as in the United States, with due respect for the great diversity of situations in different countries and cultural contexts. Accordingly, it is Sponsor's expectation that Subrecipient will take appropriate steps to ensure equal employment opportunities to the fullest extent allowable under applicable law and will not discriminate on the basis of race, color, religion, age, sex, sexual orientation, gender identity, national origin, protected veteran status, status as a qualified individual with a disability or any other category of protected class or category as defined by any applicable law. Further, Subrecipient represents and warrants that it has established and shall maintain appropriate policies and procedures for training staff and receiving and addressing complaints regarding discrimination, harassment, retaliation, and other forms of workplace misconduct.

24.5 Changes. Subrecipient agrees to notify JHU promptly if there is any change of status in any of the above assurances and certifications.

25. RESEARCH MISCONDUCT

25.1 Subrecipient must maintain, and effectively communicate to its personnel, written policies and procedures for inquiring into, investigating, and addressing allegations of research misconduct. Research misconduct means the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.

25.2 If Subrecipient initiates a research misconduct investigation, it must notify JHU's research integrity officer within five (5) business days. Where research misconduct has affected data validity or reliability, JHU may require the Subrecipient and its collaborator authors to submit a correction or retraction of the data to a journal, publish the corrected data, or both. If Subrecipient does not comply with this requirement, JHU may invoke its rights to access the data (including copyrightable material developed under the Subagreement), have the data reviewed, and submit the correction.

26. MISCELLANEOUS

26.1 Neither party may assign or transfer this Subagreement, in whole or in part, without the written consent of an authorized representative of the other party. Any attempt to assign without prior written consent is void.

26.2 The relationship of the parties is that of independent contractors and they are not agents, employees, partners, or joint venturers of one another. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's authorized representative's prior written approval.

26.3 Subrecipient certifies and represents that the Statement of Work shall be performed in a professional and workmanlike manner and that any Deliverable shall be original to Subrecipient and will not infringe on any copyright held by any third party.

26.4 The Section headings appearing in this Subagreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope of intent of the Section to which they appertain.

26.5 If any provision of this Subagreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Subagreement which can be given effect without the invalid provision, and to this end the provisions of this Subagreement are declared to be severable.

26.6 No waiver of any term or provision of this Subagreement whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Subagreement.

26.7 This Subagreement and Exhibits contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subagreement shall be valid or binding; and this Subagreement may not be enlarged, modified, or altered except in writing signed by an authorized representative of the parties.

26.8 This Subagreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together shall constitute one and the same agreement.

27. TAX STATUS

Subrecipient shall notify JHU within five (5) business days after learning of a change in the Subrecipient's tax status.

[SIGNATURE PAGE FOLLOWS]

Please indicate acceptance of this Subagreement by having a duly authorized official sign this document.

ACCEPTED FOR:

THE JOHNS HOPKINS UNIVERSITY	**CITY OF ST. LOUIS**
________________________________	________________________________
Name: Martin Domack	Name:
Title: Contracts Associate	Title:
JHU Research Administration (JHURA)	
DATE: 1/23/2025	Date: __________________________

Attached Exhibits

Exhibit A – Statement of Work and Application
Exhibit B – Milestone Payment Schedule
Exhibit C – Sample Fixed Price Invoice

BLOOMBERG Center for Public Innovation AT JOHNS HOPKINS

Bloomberg American Sustainable Cities Statement of Work

Overview

Launched in March 2024, the Bloomberg American Sustainable Cities initiative (BASC, the Program) is a three-year initiative designed to turbocharge 25 U.S. cities' efforts to leverage historic levels of federal funding to proactively build low-carbon, resilient, and economically thriving communities. The Program builds on the longtime leadership of U.S. cities to confront the crisis of climate change, which disproportionately impacts disadvantaged communities. Potential projects in each city may include initiatives such as developing affordable energy-efficient housing, increasing access to clean energy, and investing in electric vehicles and infrastructure. Participating cities will be provided technical assistance and support to pursue transformative solutions through partnerships and collaborations with the Bloomberg Center for Public Innovation ("BCPI") at Johns Hopkins University ("JHU") and other contributing partners including PolicyLink, Natural Resources Defense Council, Delivery Associates, and Sustainable Cities Fund.

At the core of the Program are Innovation Teams (i-teams). Usually reporting to the mayor or their designee (e.g., city manager), i-teams work closely with colleagues in city government, seeking to understand the problems at hand by building empathy for the people impacted by them, then working hard to come up with transformative solutions. The i-teams deploy human-centered design, data-driven practices, behavioral insights, and other innovation techniques to test and evaluate new solutions, while also demonstrating a new way of working to practitioners in city government.

Through direct support from BCPI, each participating city will receive an i-team designed to unlock creativity from within city government and communities they serve, and to facilitate and deliver results. The city's application to participate in BASC is enclosed as Exhibit A. The specific priorities, initiatives, and projects ultimately pursued will be defined through the Path to Public Innovation process and other BASC program offerings.

USE OF FUNDS

Cities are expected to use funds in accordance with the intentions of the Program and must be used for other than personnel services (OTPS) expenses directly related to support the i-team's work during the Program.

Eligible OTPS expenditures include, but are not limited to: equipment, supplies, consultancy services, graphic design and printing, independent evaluation, travel, and training (including training of agency staff working on the priority projects). Spending in these areas should be done in accordance with existing City policies and procedures.

Before teams engage consultants (costing $20,000 or more), they should first provide the BCPI with an intended scope of work and outcomes for approval.

Term

This Agreement is estimated for a project period of three (3) years.

City
St. Louis

First Name
Elysia

Last Name
Russell

State
Missouri

Job Title
Sustainability Director

Office
City of St. Louis (Planning & Urban Design Agency/St. Louis Development Corporation)

Tenure
1-2 years

Email
RussellEl@stlouis-mo.gov

Phone
(314) 657-3849

Never miss a thing!
true

1a Please describe how your city and its communities, particularly BIPOC communities are or have been impacted by climate change and/or racial wealth inequity.

The City of St. Louis suffers from a deep-rooted systemic racial and cultural divide magnified by historical disinvestment leaving residents in North City and parts of South City economically disadvantaged. Compounded by the impacts of environmental racism, health outcomes for residents vary drastically by one's zip code. Our most vulnerable socio-economic communities are the most affected by climate change. The Urban Heat Island effect causes our BIPOC communities to endure higher rates of asthma and heat-related illnesses/stress due to unjust exposure to pollution and extreme temperatures. These same communities are 2-4x more likely to visit the emergency room, live in poverty, work lower wage jobs and/or be denied home loans. They will incur more costs to sustain reasonable living conditions, travel safely to work/school, treat environmental related health issues, build businesses and recover from natural disasters as the climate crisis continues.

1b What is the Mayor's vision to reduce climate pollution and/or advance racial wealth equity? How does this vision reduce the risks associated with climate change while advancing economic opportunity for BIPOC communities, specifically Black businesses?

The Economic Justice Plan has 3 pillars of strategy: economic empowerment, equitable and inclusive development and neighborhood transformation that will provide $150 million of unprecedented investment in marginalized communities to strengthen neighborhoods, close the wealth gap, improve health and education outcomes, expand the tax base and grow the city population. The Climate Action and Adaptation Plan for the Sustainability Plan outlines a triple bottom line approach to addressing the climate crisis. Optimizing points of strategy and tactics between these two plans focusing on BIPOC communities and black businesses can advance wealth equity while mitigating the impacts of climate change.

1c Please provide 3-5 examples of the kinds of climate and racial wealth equity strategies or programs you would like to develop and/or accelerate with support from the Initiative.

One thing we need to prioritize as we work towards climate and racial wealth equity strategies is updating our Sustainability Plan. While thorough, this plan was created over a decade ago and having updated strategies and initiatives is essential to accelerating these kinds of programs and strategies. Another priority is establishing a more formal Environmental Justice Strategy/guide. Also, accelerating progress on our housing revitalization strategies is vital in addition to pushing the needle forward on Energy Disclosure Legislation.

1d Please describe where/how you are in bringing these 3-5 strategies forward. We are interested in knowing if they represent early stage thinking or strategies in the pipeline.

These strategies are part of short and long term goals to advance racial equity and climate resilience. A few examples already in the works include: 1. Healthy Home Repair program - provide assistance to low-moderate income families for necessary building upgrades. This is an ideal opportunity to include stronger weatherization and energy reduction tactics. 2. Economic Justice Initiative- utilizing current and future federal funding opportunities, the city is making significant and strategic investments into historically marginalized and disinvested communities. We are focusing on stabilizing and providing affordable housing, saving culturally significant structures and repurposing them as anchors in neighborhoods targeted for revitalization, workforce development to provide access to good paying jobs for residents, as well as other initiatives per the EJAP [https://www.developstlouis.org/economic-justice]. 3. St. Louis has a Property Assessed Clean Energy Program (PACE) that provides a mechanism to finance energy efficient improvements on commercial redevelopments.

1e Please give us a sense of the potential climate and racial wealth equity impact you hope to achieve. What would success look like in your community at the end of this three-year initiative? What would be different?

At the end of this three-year initiative, we hope to have an updated Sustainability Plan, a formal Environmental Justice Strategy and initiatives or expansions of existing programs that address the effects of climate change and racial inequities that will ultimately decrease the energy burden and health risks for low income residents and Black and Brown business owners in our most vulnerable communities. With this burden alleviated, it will become easier for these communities to focus on building wealth through other strategic programs while the City incentivizes sustainable redevelopment in those areas. A decreased energy burden should lead to a reduction in direct greenhouse gas emissions supporting overall decarbonization, less contributions to the Urban Heat Island Effect and increased health.

1f If available, please provide links to examples where the Mayor’s commitments to climate action and/or racial equity have been described publicly (e.g., climate or equity action plans, budget book, media, campaign platform).

The City of St. Louis has been without a Sustainability Director for a year so while we do not have a formalized, public climate action plan, we have allocated funding to update our decade old Sustainability Plan. In 2021 Mayor Jones and the St. Louis Development Corporation (SLDC) announced the Economic Justice Action Plan (EJAP) [https://www.economicjusticestl.org/] to revitalize disadvantaged communities. The EJAP is the guiding document for all of SLDC's work in the community, with the intent to reduce or eliminate the racial inequities by making strategic and large investments in historically disinvested communities. The three pillars of the plan are Economic Empowerment, Neighborhood Transformation, and Equitable and Inclusive Development. These strategies are crafted specifically to address the racial wealth gap in the city.

1g Imagine the Mayor meets a resident at a local event who asks about this initiative; how might the Mayor explain the city's participation in this initiative and what they seek to achieve?
The City of St. Louis is participating in the Bloomberg American Sustainable Cities program to provide strategic support and capacity to the Office of Sustainability in order to leverage existing programs and create new opportunities for us to serve St. Louis residents.

2a What do you see as the major assets in your community that you hope to more effectively leverage as part of this initiative?
The City of St. Louis has a number of assets that can be leveraged. From assessments and reports such as the Climate Vulnerability Assessment, Equity Indicators Baseline Report, the Economic Justice Plan and Sustainability Plan, but most importantly we have a strong community that wants to be engaged. Accessing the community is easier than ever through collaboration with different City departments and the Sustainability Stakeholders group. We also have existing digital platforms to reach more people.

2b What do you expect to be the biggest challenges you will face in developing and implementing strategies that address this initiative's goals?
As with any program it may be a challenge ensuring that the right stakeholders are included, maintaining consistent community engagement and building our initiatives to be simple and easily accessible to the public. We want to be intentional in streamlining our internal processes to minimize waitlists or complex applications. We also understand our current constraints related to staff shortages, having staff capacity to implement programs, collect and analyze data.

2c What specific or types of organizations and stakeholders do you see as essential to engage as part of this initiative?
There are many organizations that will be essential to engage with. They range from sustainability organizations such as Earthday365, a local sustainability non-profit that helps create movement towards a more equitable and sustainable region, to other nonprofits such as Employment Connections who focus on assisting individuals with limited career opportunities to self-sufficiency. It is also vital to engage with neighborhood associations, political allies, City departments, industry experts and other community organizations.

2d What specific or types of organizations and stakeholders do you expect to oppose this initiative?
We anticipate some potential opposition may come from the established political opposition the Administration encounters on a daily basis. We also anticipate encountering the traditional red tape and bureaucracy that exists in any political institution.

2e Please share any action(s) you have taken, or are planning to take, to secure federal funding from the Infrastructure Investment and Jobs Act and the Inflation Reduction Act. What specific opportunities were they (or will there be)?
-EPA Solid Waste Infrastructure For Recycling Grant-intended to fund expansion of recycling roll cart service, hard-to-recycle recycling events and new trash truck (applied Feb. 2023) -Solar for All (Greenhouse Gas Reduction Act)-to further support expansion residential access to solar energy -Climate Pollution Reduction Grant-this is a planning grant that will serve as the foundation for a second phase of implementation strategies. -EPA Brownfield Assessment Grant-will fund site assessments and clean up funds for brownfields in historically disinvested neighborhoods. -DOT- Charging and Fueling Infrastructure Discretionary Grant (applied 2023) -this will fund the expansion of EV charging stations in the city. -EPA Environmental Justice Thriving Communities Technical Assistance Center- Sub Grantee– develop center in St. Louis City to remove barriers and improve accessibility for communities with environmental justice concerns.

3a What mechanism(s) does the City use to build and sustain relationships with community partners? How do you engage community in the design and implementation of new initiatives or programs?
Community engagement in the City of St. Louis is conducted in various ways including public townhalls, stakeholder roundtables, online surveys, dissemination of communication collateral via grassroots organization and visiting neighborhood

meetings. Our Office of Sustainability holds quarterly Sustainability Stakeholder meetings that serve as an opportunity for the City to hear directly from the organizations on what they need from us, but also allows the City to share updates on the work we are doing to advance our sustainability goals. In addition, the City opened the North Side Economic Empowerment Center located in the historic Ville neighborhood of St. Louis. The NEEC is a strategic, centralized center focusing on business empowerment, capacity building and workforce development for businesses and residents. By meeting residents where they are in the community we are able to provide valuable in-person support.

3b Please share about Mayor and/or other current City leadership's experience co-leading or co-creating initiatives specifically related racial equity climate local community, what leadership learned experience (e.g., successes, challenges)?
Mayor Jones is dedicated to righting the wrongs that have left Black and Brown communities excluded from economic opportunities. During her two years in office she has launched the Economic Justice Plan, established a community led Reparations Committee and the City of St. Louis participates in the National League of Cities Racial Equity and Leadership cohort where municipal leaders learn best practices to address systemic racism in governmental policies. The City of St. Louis participates in the Midwest Climate Collaborative as a Steering Committee Member and is a founding member. The MCC is a 12- state coalition focused on addressing climate change in the Midwest. We are also a member of USDN and ICELI - organizations designed to assist cities in reaching their climate goals.

3c Please share the names of some community-based individuals, organizations, and/or institutions you would be likely to partner with as part of this initiative (e.g., cultural institutions, educational organizations, community organizing groups).
Sustainability Organizations: -Earthday365 -EarthWays Center -Metropolitan Congregations United -The Sierra Club -The Building Energy Exchange -Emerson Electric -U.S. Green Building Council - MO Chapter -OneSTL - East West Gateway -Brightside St. Louis -Grow Solar Community Organizations: -Urban League of Metropolitan St. Louis -St. Louis Association of Community Organizations -Employment Connections -Redbud Foundation -Prosperity Connection -Mission St. Louis City Departments/ Agencies: -Board of Alderman -Building Division -Community Development Agency -St. Louis Agency on Training and Employment -Treasurer's Office - Office of Economic Empowerment -St. Louis Development Corporation -Neighborhood Stabilization -St. Louis Agency on Training & Employment -Department

of Health Educational Institutions: -Washington University -St. Louis University -Harris-Stowe University -Ranken Technical College Unions: -Ibew Local #1

4a What has the Mayor and/or City proposed in the past address racial wealth equity? Provide at least one example success one example that was not success. (cities where Mayor has taken office 2023, may include currently proposed developing initiatives.)

Successful: The Northside Economic Empowerment Center (NEEC) is a strategic, centralized center focusing on business empowerment, capacity building and workforce development for businesses and residents. It targets WBE/MBE contractors to provide access to technical assistance, capital, back-office support and workforce development services, and training opportunities for residents. Since opening early 2023, the NEEC has served 300+ residents. Minority, Women and Small Business owners looking to start up or grow can also take advantage of the Back Office Support System (BOSS) Portal--a streamlined, tech-enabled system designed to build a community of small businesses throughout the City of St. Louis, especially North City. Business owners can access the BOSS Portal 24/7 online. Unsuccessful: The Greenlining fund was developed with support of local banks and Community Development Finance Institution partners to help bridge the gap between real value vs depressed appraised value in disadvantaged neighborhoods to support and increase home ownership. Since development in 2019, there didn’t seem to be much traction/knowledge of loans made. It was reintroduced in 2022.

4b What has the Mayor* and/or City proposed in the past to address climate change? Provide at least one example of a success, and one example that was not a success.

Successful: Building Energy Performance Standards adopted to reduce Greenhouse Gas Emissions. it’s led by a board of local industry experts in conjunction with the City’s Building Division. The board determined the benchmarking goals and there are long term plans in place to ensure compliance. Buildings over 50,000 sqft are required to report their emissions and meet the performance standards. Unsuccessful: In 2018, SLDC received a $25,000 grant from the Institute for Market Transformation, funded through the Department of Energy, to complete small business energy audits. 8 ASHRAE Level I audits were performed on small business properties in the City. The intention was to not only have these businesses implement the results of the audits to increase their efficiency, but to scale the program up to serve more businesses. Unfortunately, only a few recipients of the audit grants implemented the recommended improvements. Additionally, we found it difficult to find interested property owners to accept the free audit. Lastly, we were unsuccessful in expanding or continuing the program as originally intended. Providing energy audits is still an objective we hope to pursue.

4c Include links to websites, media, reports, etc. supporting your previous answers, if possible.
Economic Justice Action Plan: https://www.economicjusticestl.org/ Building Energy Performance Standards: https://www.stlouis-mo.gov/government/departments/public-safety/building/building-energy-improvement-board/documents/beps-ordinance.cfm Climate Action and Adaptation Plan: https://www.stlouis-mo.gov/government/departments/planning/sustainability/documents/cap-final-report.cfm Sustainability Plan: https://www.stlouis-mo.gov/government/departments/planning/sustainability/documents/city-of-st-louis-sustainability-plan1.cfm Climate Vulnerability Assessment Report: https://www.stlouis-mo.gov/government/departments/planning/sustainability/documents/city-of-st-louis-climate-vulnerability-assessment.cfm Equity Indicators Baseline Report: https://www.stlouis-mo.gov/government/departments/mayor/initiatives/resilience/equity/documents/equity-indicators-baseline-report.cfm

4d What have you learned from these initiatives' successes or failures? What would you do or have done differently?
Every program is implemented with the best intentions in mind, however, what was learned is that successful programs have direct community involvement, rely on guidance by community and local industry experts and must have a thorough analysis of how this program will be implemented fairly and equitably. Moreso, how will this program directly or indirectly affect our BIPOC communities? This coupled with a climate change lens can help ensure that efforts strengthen climate resilience and empower Black and Brown communities financially. Initiatives need to be collaborative across departments to have a strong positive impact.

4e If doing work on both climate and racial wealth equity is new to the City, what makes now the right time to embark on this work? How do you imagine this initiative can augment these efforts?
Past initiatives have been kept separate by the operating department. A more collaborative and interdisciplinary approach is needed to make a strong impact on the racial wealth inequities in our most climate vulnerable areas. Thanks to opportunities like this, we can use the information gathered from our Climate Vulnerability Assessment Report, Equity Indicator Report and innovative community engagement

tactics to optimize a program's reach in a way never been done before while allowing our BIPOC communities to build economic wealth and resilience to climate change. It is imperative that all programs address inequities based on race and climate change in order to stop historic cycles of inequitable repair and disinvestment that will only be compounded by the climate crisis.

4f Please list all climate- and/or racial equity-related networks, memberships, and communities of practice that the City and/or City leadership participates in.
Midwest Climate Collaborative Cities Race to Zero ICELI White House Building Performance Alliance USDN Global Covenant of Mayors for Climate and Energy Biophilic Cities Network National League of Cities Racial Equity Leadership Cohort Urban Land Institute

5a Who leads the climate and/or racial wealth equity work in your city? Is anyone responsible for advancing climate or racial wealth equity across departments?
Our sustainability and racial wealth equity work is housed in different departments throughout the City. See below: Sustainability Director - Elysia Russell Chief Equity Officer - Dr. Vernon Mitchell Special Projects Manager - Angela Pearson Executive Director, St. Louis Development Corporation - Neal Richardson Treasurer's Office, Office of Economic Empowerment - Adam Layne

5b Does someone lead citywide data and/or innovation internally? If so, who?
The City of St. Louis is transitioning to become a more data-informed city. We are working to introduce data informed metrics and systems into each department.

5c If available, please attach an organizational chart noting where the leaders highlighted in question 5a sit, and their reporting lines.
https://drive.google.com/a/jhupublicinnovation.org/uc?id=1y6OLZWtfo92TOmztzMNEEG8vm8vINmcB&export=download&display=/148656323_cityofstlouisorganizationchartBloombergACCC.pdf_148656323_cityofstlouisorganizationchartBloombergACCC.pdf

5d Explain how the City gathers and analyzes data that is disaggregated by race for City-provided programs and services. How is this data used?
The City gathers this type of data in a number of ways per that department or program's needs. Not only do we utilize Census Bureau data, but also gather race data during program implementation. Many of our ARPA funded programs such as violence

prevention programs, workforce development programs and redevelopment incentive programs (MBE) often gather data by race, income and educational attainment. This data is used to prioritize program implementation areas and in post-implementation analysis to ensure we're reaching the intended audience.

5e Explain how the City gathers and analyzes data on climate pollution and emissions, How is this data used?

We partner with various organizations and institutions along with internal data from the Building Division. We maintain a Greenhouse Gas Inventory, inventory of Building Energy Performance Standards for commercial spaces and utilize air quality monitors. Other data is gathered from environmental organizations such as the Sierra Club, East-West Gateway and others. From there we create various charts, maps and reports to analyze the data, for example, in our Climate Vulnerability Assessment Report [https://www.stlouis-mo.gov/government/departments/planning/sustainability/documents/cap-final-report.cfm].

5f What is the routing and approval process for partnership agreements and MOUs?

The approval process for partnership agreements and MOUs must be approved by the department director, Director of Operations, Chief of Staff and ultimately Mayor Jones. If there is a transfer of funds, we will have to engage the Board of Estimate and Apportionment, a three member board consisting of Mayor Jones, Comptroller Darlene Green and Board of Alderman President Megan Green. The Board of E & A meets monthly so approval of funds would have to be voted on during those meetings. SLDC's Board of Directors would need to approve of agreements and MOUs during one of their monthly board meetings.

5g This program will provide an Innovation Team (i-team) of at least 3 embedded staff in City Hall dedicated to this program. How / where does the City imagine that these individuals will be positioned in the Mayor's executive office to advance this vision (e.g., reporting directly to the Mayor, participating in cabinet/executive meetings, monthly meetings with the Chief of Staff)?

The I-Team will be supervised by Elysia Russell for daily operations. They will be located in her department. The I-Team will meet bi-weekly with the Special Projects Manager Angela Pearson who will facilitate any communication between the I-team and Mayor Jones.

BLOOMBERG Center for Public Innovation AT JOHNS HOPKINS

Bloomberg American Sustainable Cities

Milestone Payment Schedule

Each participating city will receive $120,000 for other than personnel services (OTPS) expenses directly related to support the i-team's work during the Program. Grant Funds will be disbursed in two equal payments of $60,000. The first $60,000 payment will be disbursed after this Agreement has been fully executed for the period of performance of 03/01/2024-12/31/2025.

The second $60,000 payment will be disbursed with JHU's sole discretion in satisfactory completion of Innovation Milestone Deliverables and reporting outlined and agreed upon in the MOU. This includes but is not limited to the report of program activities and submission of a Financial Report due February 1, 2026 covering expenses through December 31, 2025.

Exhibit C
Sample Fixed Price Invoice

Subrecipient shall submit invoices, stated in U.S. dollars, to JHU in accordance with this sample invoice. All invoices must: (i) be sequentially numbered; (ii) indicate the date(s) of performance by the Subrecipient; (iii) state the JHU Purchase Order number, the title of the project, and the name of the JHU Principal Investigator; and (iv) include the Subrecipient's certification that the invoice is just and correct, and that payment for this work has not yet been received; and (v) upon submission of final invoice, state specifically that all of Subrecipient's work for this project has been successfully completed.

Johns Hopkins University

Remit payment to:

Subrecipient:	____________	Bank Name:	Foreign only
Subrecipient Address 1:	____________	Bank Address:	____________
Subrecipient Address 2:	____________	Routing/ABA #:	____________
Contact Person:	____________	Account #:	____________
Contact Person E-mail:	____________	SWIFT Code:	____________

JHU's P.I.:
Subrecipient's P.I.:
Purchase Order number:

Date of invoice:
Invoice number:

Project title:
Current billing period:
Amount due this invoice:

Description of milestone achieved:

Milestone payment due:

Subagreement Value	Funds Received to Date	Current Invoice Total	Total Cumulative Invoiced	Remaining Subagreement Balance

If receipts are in a foreign language, English translation must be attached.

By signing this invoice, I certify to the best of my knowledge and belief that it is true, complete, and accurate, and the expenditure are for the purposes and objectives set forth in the terms and conditions of this Subaward . I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

____

Subrecipient Authorized Signature Date

____

JHU Principal Investigator Signature of Approval Date

With submission of final invoice (90 days after Subagreement termination date), Subrecipient must additionally certify to the following:

“All requirements and deliverables set forth in this Subagreement have been met and Subrecipient’s scope of work has been successfully completed.”

Subrecipient Authorized Signature Date

BOARD BILL NUMBER 47

FISCAL NOTE

Preparer's Name: Casey Millburg

Email Address: millburgc@stlouis-mo.gov

Bill Sponsor : Ald. Michael Browning

Bill Synopsis:	An Ordinance recommended by the Board of Estimate and Apportionment authorizing the City of St. Louis to execute and accept a Subaward for the Bloomberg Philanthropies' American Sustainable Cities Initiative in the amount of $120,000.00 from Johns Hopkins University; appropriating such funds to the Planning and Urban Design Agency; authorizing expenditure of such funds to the extent received; authorizing contracts, agreements, and other documents to expend such funds; and containing a severability clause.
Type of Impact:	This will bring in additional free personnel to the City for several years and additional dollars.
Agencies Affected:	Planning and Urban Design Agency, Mayor's Office.

SECTION A
Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ____Yes _X_No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ____Yes __X__No.
- A commitment of city funding in the future under certain specified conditions? ____Yes __X__No.
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ____Yes _X__No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ____Yes _X___No.

(09/2019)

- A capital improvement project that increases operating costs over the current adopted city budget? ____Yes __X__No.

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? __ __Yes _X_No.

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

SECTION B

- Does the bill require the construction of any new physical facilities? ____Yes __X__No.

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

____
____
____
____
____

- Is the bill estimated to have a direct fiscal impact on any city department or office? ______Yes __X__No

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

- Does the bill create a program or administrative subdivision? ____Yes _X_No.

  - If yes, then is there a similar existing program or administrative subdivision? ____Yes ____No.
  - If yes, explain the how the proposed programs or administrative subdivisions may overlap:

____
____
____
____
____

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

These three personnel are provided by the Bloomberg American Sustainable Cities Initiative at no cost, and the Initiative further provides this $120,000 to support build-out of their activities in support of the City.

Financial Estimate of Impact on General Fund			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	0	0	0
Additional Revenue	Unknown	Unknown	Unknown
Net	Unknown	Unknown	Unknown

Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	Unknown	Unknown	Unknown
Additional Revenue	$120,000	Unknown	Unknown
Net	$120,000	Unknown	Unknown

- Describe any assumptions used in preparing this fiscal note:

  This information was pulled from documentation shared by the Bloomberg American Sustainable Cities Initiative grant and agreement documentation.

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

  Bloomberg American Sustainable Cities Initiative grant and agreement documentation.

- Have the financial estimates of this bill been verified by the City Budget Division?
  ____Yes __X_No.

  - If yes, by whom? ________________________________ .