

Summary

Board Bill Number 159

Introduced by Alderman Browning

February 13, 2026

An ordinance providing for the execution and delivery of a Municipal Stormwater Grant Participation Agreement by and between the City of St. Louis and The Metropolitan St. Louis Sewer District, authorizing and directing the Director of the Streets Department and the Director of the Planning and Urban Design Agency to apply for and expend funds under such agreement for the purposes of a floodwall project, and containing an Emergency Clause.

BOARD BILL NUMBER 159 INTRODUCED BY ALDERMAN MICHAEL BROWNING

1 An ordinance providing for the execution and delivery of a Municipal Stormwater Grant
2 Participation Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit**
3 **A**, by and between the City of St. Louis (the “City”) and The Metropolitan St. Louis Sewer District
4 (“MSD”), authorizing and directing the Director of the Streets Department (the “Director of
5 Streets”) and the Director of the Planning and Urban Design Agency (the “Director of PDA”) to
6 apply for and expend funds under the Agreement for the purposes of a floodwall project, and
7 containing an Emergency Clause.

8 **WHEREAS**, MSD has established a Municipal Stormwater Grant Program (the
9 “Program”) under which participating municipalities can apply for grant dollars to help fund local
10 stormwater projects to improve flooding and erosion control; and

11 **WHEREAS**, the City desires to apply for funds under the Program to help fund a
12 floodwall project more fully described on **Exhibit B** hereto (the “Project”); and

13 **WHEREAS**, in order to participate in the Program, the City must execute and deliver the
14 Agreement; and

15 **WHEREAS**, the Board of Aldermen wishes to express, as provided herein, the consent
16 of the City to the execution and delivery of the Agreement, and the authorization and direction
17 of the Director of Streets and the Director of PDA to apply for and expend funds thereunder.

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

19 **SECTION ONE.** The City of St. Louis hereby consents to the execution and delivery of
20 the Agreement by and between the City and MSD, in substantially the form attached hereto as
21 **Exhibit A.**

22 **SECTION TWO.** Subject to any necessary approvals or consents, or revisions as

1 approved by the City Counselor, the Mayor is hereby authorized and directed to execute and
2 deliver, on behalf of the City, the Agreement by and between the City and MSD, in substantially
3 the form attached hereto as **Exhibit A**, and such other documents as may be approved by the City
4 Counselor and which are not inconsistent herewith and which are incidental to and related to the
5 transactions contemplated by the Agreement.

6 **SECTION THREE.** Following the full execution and delivery of the Agreement by the
7 Mayor and MSD, the Director of Streets and/or such person's authorized designees are hereby
8 authorized and directed to submit to MSD an application for grant funds under the Program for
9 the purposes of the Project, together with all Project plans and other information required by
10 MSD for such an application (collectively, the "Project Application") and to apply under such
11 program for such other eligible projects as the Director of Streets and/or such person's authorized
12 designees may think necessary or appropriate.

13 **SECTION FOUR.** The City, by and through its Streets Department, is hereby authorized
14 to accept any amount of funds granted to the City under the Program pursuant to the Project
15 Application (the "Project Grant Amount") for the purposes of the Project set forth on **Exhibit B**.
16 There is hereby appropriated to the Streets Department an amount up to the Project Grant
17 Amount, which is anticipated to be \$900,000, to the extent such funds are received. The Director
18 of Streets and/or such person's authorized designees are hereby authorized and directed to make,
19 negotiate, and execute any and all contracts or other documents on behalf of the City to expend
20 such funds and to expend such funds on behalf of the City for certain purposes substantially in
21 accordance with the purposes of the Project set forth on **Exhibit B**, to the extent such funds are
22 received. The Comptroller is authorized and directed to issue warrants to the Treasurer for

1 payment of all expenditures authorized in this Section provided that such warrants do not exceed
2 the total amount of funds appropriated by this Section.

3 **SECTION FIVE.** Following the full execution and delivery of the Agreement by the
4 Mayor and MSD, the Director of PDA and/or such person's authorized designees are hereby
5 authorized and directed to submit to MSD an application for grant funds under the Program for
6 the purposes of purchasing a data set related to the Project titled "First Street hazard layers data
7 related to CDBG-DR Federal Funds for the 2022 Flood & Project Clear Grant" (the "Data Set"),
8 together with all other information required by MSD for such an application (collectively, the
9 "Data Set Application") and to apply under such program for such other eligible projects as the
10 Director of PDA and/or such person's authorized designees may think necessary or appropriate.

11 **SECTION SIX.** The City, by and through the Planning and Urban Design Agency, is
12 hereby authorized to accept any amount of funds granted to the City under the Program pursuant
13 to the Data Set Application (the "Data Set Grant Amount") for the purposes of the Project set
14 forth on **Exhibit B**. There is hereby appropriated to the Streets Department an amount up to the
15 Data Set Grant Amount, which is anticipated to be \$100,000, to the extent such funds are
16 received. The Director of PDA and/or such person's authorized designees are hereby authorized
17 and directed to make, negotiate, and execute any and all contracts or other documents on behalf
18 of the City to expend such funds and to expend such funds on behalf of the City for certain
19 purposes substantially in accordance with the purchase of the Data Set, to the extent such funds
20 are received. The Comptroller is authorized and directed to issue warrants to the Treasurer for
21 payment of all expenditures authorized in this Section provided that such warrants do not exceed
22 the total amount of funds appropriated by this Section.

1 **SECTION SEVEN.** This ordinance shall be in full force and effect from and after the
2 date of its passage and approval and shall remain in effect until amended or repealed by the Board
3 of Aldermen.

4 **SECTION EIGHT.** This ordinance, being deemed necessary for the immediate
5 preservation of the public peace and safety, is declared to be an emergency ordinance under and
6 pursuant to Sections 19 and 20 of Article IV of the Charter of the City of St. Louis.

BOARD BILL NUMBER 159
EXHIBIT A

**MUNICIPAL STORMWATER
GRANT PARTICIPATION AGREEMENT**

[See attached.]

BOARD BILL NUMBER 159
EXHIBIT B

PROJECT PURPOSES

The Project shall consist of:

- Conducting pump tests at each of the 133 relief wells along the St. Louis Floodwall/Levee System;
- Performing relief well cleaning and repair; and/or
- Performing maintenance and rehabilitation on the St. Louis Floodwall/Levee System, including without limitation the relief wells, based in part on the report of the documented pump tests and results.

MUNICIPAL STORMWATER GRANT PARTICIPATION AGREEMENT

This MUNICIPAL STORMWATER GRANT PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____ (“Effective Date”), by and between The Metropolitan St. Louis Sewer District (the “District”), and the [County][City][Village] of _____ (the “Municipality”).

RECITALS

WHEREAS, following voter approval in April 2024, the District implemented a stormwater property tax on all residential property and a stormwater impervious charge on all non-residential properties to fund a District-wide stormwater improvement program (the “Stormwater Improvement Program”); and

WHEREAS, the District has decided to allocate a certain amount of revenue generated by the Stormwater Improvement Program towards a municipal stormwater grant program (the “Municipal Stormwater Grant Program”); and

WHEREAS, under the Municipal Stormwater Grant Program, a participating municipality can apply for grant dollars to help fund local stormwater projects to improve flooding and erosion control; and

WHEREAS, the Municipality desires to participate in the Municipal Stormwater Grant Program; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to Ordinance No. 16741, as adopted by the District’s Board of Trustees on January 8, 2026; and

WHEREAS, the Municipality has been lawfully authorized by its governing body to enter into this Agreement, and the official who has applied his/her signature to this Agreement has been duly authorized to execute it for and on behalf of the Municipality, and is otherwise authorized to act as the representative of the Municipality in connection with this Agreement; and

WHEREAS, the purpose of this Agreement is to set forth the general terms and conditions under which the Municipality may access and use Grant Funds (defined below) for an approved project.

NOW THEREFORE, in consideration of certain mutual benefits inuring to the parties hereto, and to the public, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

TERMS

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Definitions.**

- a. **“Project”** refers to any stormwater-related project submitted by the Municipality to the District for approval as described in Section 3 below that is to be funded in whole or in part by Grant Funds.
- b. **“Rules and Regulations”** means all District rules, regulations, manuals, standards, policies, criteria, technical specifications, and requirements applicable to sewer construction and stormwater development, as amended from time to time.
- c. **“Grant Funds”** means the funds made available by the District to the Municipality under the Municipal Stormwater Grant Program for a Project.

3. **Application Process and Project Submittal.**

- a. To obtain Grant Funds from the District, the Municipality shall submit an application and all required Project plans and other information to the District in the form and manner required by the District for approval. The application shall, among other things, specify the amount of available Grant Funds the Municipality is seeking from the District.
- b. The District may not review any application for Grant Funds submitted by a Municipality that has an outstanding balance owed to the District for unpaid charges or fees or is otherwise in violation of any District Ordinance, rule or regulation, until said Municipality has either paid the balance in full or reached an agreement with the District that will result in payment of the balance owed or has otherwise rectified any issue of non-compliance.
- c. All Projects funded in whole or in part with Grant Funds must comply with the District’s Rules and Regulations regarding stormwater development, including applicable design criteria, and technical and construction standards. The Municipality agrees to comply with all requirements needed for the District to approve the Project plans.
- d. The District will review the application and submittals for completeness and compliance with this Agreement and the Rules and Regulations.

4. **Grant Determination and Project Approval.** If the District determines that: (a) the Municipality’s application meets the District’s requirements; (b) the proposed Project addresses a flooding or erosion control issue, and (c) there are Grant Funds available for distribution to the Municipality, then the District will approve the Project and make the requested Grant Funds available. The Parties agree that the terms of this Agreement shall apply to any Project that is funded in whole or in part by Grant Funds.

5. **Disbursement; Use of Funds.** Grant Funds shall be used solely for eligible Project costs approved by the District. Disbursement shall occur in accordance with District procedures,

which, at the District's discretion, may include a lump sum payment, reimbursement upon submission of satisfactory documentation, or progress payments tied to milestones approved by the District depending on the Project. The Municipality shall diligently pursue efforts to complete the approved Project in a timely manner. The District may withhold, reduce, or delay disbursements if the Municipality is in breach, fails to provide required documentation, or if the Project no longer complies with the Rules and Regulations.

6. **Permits and Approvals.** The Municipality shall obtain, maintain, and comply with all permits, licenses, consents, and approvals necessary to complete an approved Project, including but not limited to federal, state, and local permits, and any permits required by the District.
7. **Changes; Notice.** The Municipality shall provide prompt written notice to the District of any material changes in scope, schedule, or budget impacting a given Project, and shall not implement material changes without the District's prior written consent.
8. **Dedication, Easements, and Related Documents.** In the event an approved Project involves new construction that will become part of the District's public sewer system, the Municipality agrees to complete the District's dedication process for eligible Project improvements and to execute and deliver any easements, dedications, affidavits, plats, maintenance/access instruments, as-built plans, GIS data, or similar documents or information the District deems necessary for the Project to be dedicated to the District and become part of the public sewer system.
9. **Compliance with Laws; Prevailing Wage.** As a condition of receiving Grant Funds, the Municipality shall comply, and shall cause its contractors and subcontractors to comply, with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation, applicable prevailing wage laws and laws governing the bidding of public works projects.
10. **Records; Retention; Cooperation.** The Municipality shall establish and maintain complete and accurate records relating to the Project and Grant Funds, including but not limited to engineering studies, plans, procurement, contracts, change orders, pay applications, payrolls, certified wage documentation, inspections, testing, and closeout. The Municipality shall retain all such records for at least ten (10) years after Project completion and shall make such records available to the District in a timely manner upon request.
11. **Audit Rights.** The District reserves the right to audit any Project and all related records, whether held by the Municipality or its contractors, subcontractors, or consultants. The Municipality shall provide reasonable access to personnel, sites, records, and systems during normal business hours and shall cause its contractors and subcontractors to do the same.
12. **Misapplication of Funds; Suspension; Repayment.** If the District determines that the Municipality has misapplied Grant Funds, the Municipality will be suspended from

participation in the grant program. In addition, the Municipality may be required to repay misapplied funds as a penalty, in an amount and on a schedule determined by the District, without prejudice to other remedies available at law or in equity.

13. **Term; Termination of Agreement.**

- a. This Agreement commences on the Effective Date and shall remain in effect so long as the Municipality chooses to participate in the Municipal Stormwater Grant Program. Either Party may terminate this Agreement, with or without cause, at any time by providing thirty (30) days' written notice.
- b. The District may immediately terminate this Agreement if the Municipal Stormwater Grant Program is cancelled or no longer funded due to a change in law or a decision of the District's Board of Trustees. Under no circumstances shall the District be obligated to fund a Project once all Grant Funds have been distributed to the Municipality.
- c. The District may immediately terminate this Agreement if the Municipality is in violation of any Ordinance of the District or fails to pay amounts due the District for wastewater or stormwater services.

14. **Independent Status; No Third-Party Beneficiaries.** The Parties agree that the Municipality's acceptance of any Grant Funds does not in any way establish an agency, partnership, or joint venture between the District and the Municipality, its contractors, or any other third-party. The Municipality and its contractors are independent entities. No third-party beneficiaries are intended under this Agreement.

15. **Assignment.** The Municipality shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of the District, approved by the same parties who executed and approved this Agreement, or their successors in office.

16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument, which shall constitute an original. This Agreement may be executed and signatures exchanged by electronic means and electronic and digital signatures shall constitute an original signature for all purposes.

17. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Missouri.

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provisions of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions and agreements. Amendments must be made in writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**THE METROPOLITAN ST. LOUIS
SEWER DISTRICT**

BY: _____

Bret Berthold
CEO & Executive Director

ATTEST:

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL

Timothy Snoke
Secretary-Treasurer

BY: _____

Todd J. Aschbacher
General Counsel

NAME OF MUNICIPALITY: _____

BY: _____

PRINT NAME: _____

TITLE: _____

ATTEST:
