

ORDINANCE #65211
Board Bill No. 8

An ordinance pertaining to parking within "The Maryland Avenue Residential Parking District"; authorizing the Traffic Administrator to designate the location and restrictions for curbside parking of residential parking zones within The Maryland Avenue Residential Parking District; authorizing the placement of Residential Permit Parking Only signs within the District; and prohibiting the parking, within the District, of any vehicle which does not display the authorized permit; containing definitions, a penalty clause and an emergency clause.

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

SECTION ONE. Definitions.

A. "The Maryland Avenue Residential Parking District" is the area bounded on the west by Boyle Avenue, bounded on the north by the north alley of Maryland Avenue, bounded on the east by Whittier Street and bounded on the south by the south alley of Maryland Avenue.

B. "Parking permit" is a valid resident or visitor parking permit issued for the Maryland Avenue Residential Parking District by the Traffic and Transportation Administrator of the City of St. Louis.

C. "Resident" is a person who lives in property abutting a street designated in whole or in part as a residential parking zone.

D. "Residential parking zone" is any street, or any portion of a street, within the boundaries of the Maryland Avenue Residential Parking District which is designated and posted by the Traffic and Transportation Administrator as a residential parking zone with specific parking restrictions.

E. "Visitor" is any person who is a household guest, a visitor, a worker performing services for, or domestic help for, a resident.

Section Two. Designation of residential parking zones.

The Traffic and Transportation Administrator is hereby authorized to designate the location and restrictions for curbside parking of residential parking zones within the Maryland Avenue Residential Parking District on any street, or any portion of a street, on which the predominant land used is zoned A single-family dwelling district, when 65 percent of the registered voters living on said street indicate by petition that they desire a street, or a portion of a street, to be made a residential parking zone and when the Alderman from the ward, wherein the street is located, indicate that such alderman recommends the designation.

Section Three. Permit use.

A. When signs are erected upon streets in residential parking zones designating "Residential Permit Parking Only" during certain hours of the day on certain days, no person, firm or corporation shall park or cause to be parked any vehicle during such hours of such days that does not display either a resident or visitor parking permit.

B. When signs are erected upon streets in residential parking zones restricting public curbside parking to certain amounts of time during certain hours of the day on certain days, no person, firm or corporation shall park or cause to be parked in excess of the prescribed parking time limit any vehicle that does not display either a resident or visitor parking permit.

Section Four. Permit issuance.

The Traffic and Transportation Administrator may issue annual parking permits to the residents of any designated residential parking zone. The Traffic and Transportation Administrator may contract with a Missouri nonprofit corporation at no cost to the City for the procurement, assignment and distribution of said annual parking permits, and the procurement and installation of said signs.

Section Five. Penalty for violation.

A. Any person, firm or corporation who shall park or cause to be parked any vehicle in violation of the provisions of this ordinance shall upon the conviction thereof be fined twenty dollars (\$20.00) for each such offense.

B. Any person, firm or corporation who shall distribute a resident or visitor parking permit to any person, firm or corporation not authorized to display such parking permit shall have his or her parking permits suspended by the Traffic and Transportation Administrator for a period not to exceed one year.

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 shall become effective immediately upon its passage and approval by the mayor.

Approved: June 29, 2001

**ORDINANCE #65212
Board Bill No. 34**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on Ferry Street by blocking said traffic flow at the east curb line of Randall Place, and containing an emergency clause.

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

SECTION ONE: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, Ferry Street at the east curb line of Randall Place.

SECTION TWO: 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.

Approved: June 29, 2001

**ORDINANCE #65213
Board Bill No. 41**

An ordinance recommended by the Parking Commission making appropriation for payment of the operating expenses, capital equipment and improvement expenses, including lease purchase agreements involving Parking Division assets, and debt service expenses of the Parking Division of the Treasurer's Office, Kiel Parking Facilities, Marquette Parking Facility, Argyle Parking Facility, and the Chouteau Parking Facility, for the fiscal year beginning July 1, 2001 and ending June 30, 2002, amounting in the aggregate to the sum of Ten Million, Eight Hundred Twenty Three Thousand, Four Hundred Forty Nine Dollars (\$10,823,449) and containing an emergency clause.

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

SECTION ONE. There is hereby appropriated, from the anticipated revenue of the Parking Fund, the Sum of Five Million, Seven Hundred Forty Thousand, Seven Hundred Seventy Five Dollars (\$5,740,775) for the payment during the fiscal period beginning July 1, 2001 and extending through June 30, 2002 of operating expenses, capital expenses, lease/purchase agreements for Parking Division assets, including parking systems and equipment and other required expenses of the Parking Division of the Treasurer's Office, as hereinafter detailed on Exhibit 1.

SECTION TWO. Pursuant to Ordinance 62674, dated July 7, 1992, there is hereby appropriated from revenues available to the Kiel Center Parking Facilities the sum of Two Million, Four Hundred Fifty Two Thousand, One Hundred Twenty Eight Dollars (\$2,452,128) for the operations and maintenance of the Kiel Center Parking Facilities, including the sum of One Million, Seven Hundred Eight Thousand, One Hundred, Twenty Three Dollars (\$1,708,123) for debt service as hereinafter detailed on Exhibit 2.

SECTION THREE. Pursuant to Ordinance 64350 dated April 1, 1998, there is hereby appropriated from revenues available to the Marquette Parking Facility the sum of Eight Hundred Thirteen Thousand, Seven Hundred Thirty Seven Dollars (\$813,737) for the operations and maintenance of the Marquette Parking Facility, including the sum of Five Hundred Eighty Thousand, Four Hundred Three Dollars (\$580,403) for debt service as hereinafter detailed on Exhibit 3.

SECTION FOUR. Pursuant to Ordinance 64539 dated January 4, 1999, there is hereby appropriated from revenues available to the Argyle Parking Facility the sum of One Million, Two Hundred Ten Thousand, Seven Hundred Thirty One Dollars (\$1,210,731) for the operations and maintenance of the Argyle Parking Facility, including the sum of Nine Hundred Seventy Eight Thousand, One Hundred Thirty One Dollars (\$978,131) for debt service as hereinafter detailed on Exhibit 4.

SECTION FIVE. There is hereby appropriated from revenues available to the Chouteau Parking Facility the sum of Six Hundred Six Thousand, Seventy Eight Dollars (\$606,078) for the operations and maintenance of the Chouteau Parking Facility as hereinafter detailed on Exhibit 5.

SECTION SIX. The passage of this Ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency Ordinance as provided for by Article IV, Section 20 of the Charter of the City of St. Louis and shall be effective immediately upon approval by the Mayor.

EXHIBIT 1

CITY OF ST. LOUIS
FY 2001 - 02

FUND 1520
DEPT 343

NAME: Parking Division

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	3,164,510	
5112	Salaries - Per Performance Employees	35,490	
5136	Employer Social Security Coverage	244,800	
5137	Employees Health Insurance	237,825	
5138	Employee Retirement Plan	129,745	
5142	Employees Life Insurance	16,329	
5144	Workers' Compensation - Disability	75,000	
5197	Reserve for Twenty-Seventh Pay	11,076	
			3,914,775
	-SUPPLIES -		
5201	Office Supplies	7,500	
5209	Small Tools and Implements	5,000	
5210	Wearing Apparel (including Materials)	26,000	
5217	Gasoline Supplies	20,000	
5224	Computer Supplies	5,000	
5230	Miscellaneous Supplies	15,000	
			78,500
	-MATERIALS -		
5305	Motor Veh., Equip. & Machinery Parts	2,000	
5330	Miscellaneous Materials	85,000	
			87,000
	-EQUIPMENT-		
5401	Office Equipment	8,000	
5403	Motor Vehicle Equipment	55,000	
5408	Garage and Shop Equipment	6,500	
5413	Computer Equipment	14,000	
5420	Lease/Purchase-Radios	10,000	
5430	Miscellaneous Equipment	15,000	
			108,500
	-CONTRACTUAL SERVICES -		
5501	Postage and Delivery Cost	800	
5502	Telecom. Services & Repair Contracts	16,000	
5505	Allowances - Carfare	2,700	
5506	Motor Vehicle Service & Repairs	22,000	
5508	Contract Repairs to Equipment	40,000	
5510	Rental and Lease of Equipment	5,000	
5514	Heating Services	27,000	
5520	Out Of Town Travel Expense	20,000	
5521	Continuing Professional Education	4,000	
5523	Lobbying & Promotional	5,000	
5525	Computer Software	4,500	
5526	Printing and Copying Services	35,000	
5530	Miscellaneous Contractual Services	350,000	
5588	Prior Year Encumbrances	90,000	
5589	Unanticipated Needs	31,000	
5599	Capital Improvements	25,000	
			678,000

CITY OF ST. LOUIS
FY 2001 - 02FUND 1520
DEPT 343

NAME: Parking Division

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-MISC. AND FIXED CHARGES -		
5804	Miscellaneous Expenses (TVB cost sharing)	24,000	
5831	Special Purpose - Office Renovations	30,000	
5833	Special Purpose - Parking Facility Expansion	250,000	
5836	Surface Lots	500,000	
5837	Special Purpose - Imaging and Payroll Automation	40,000	
5886	Contingency Fund	30,000	
			874,000
	DEPARTMENT TOTAL		5,740,775

EXHIBIT 2CITY OF ST. LOUIS
FY 2001 - 02FUND 1521
DEPT 343

NAME: Kiel Parking Facility

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	275,988	
5112	Salaries - Per Performance Employees	153,366	
5136	Employer Social Security Coverage	32,846	
5137	Employees Health Insurance	22,650	
5138	Employee Retirement Plan	11,316	
5142	Employees Life Insurance	1,424	
5197	Reserve for Twenty-Seventh Pay	966	
			498,555
	-SUPPLIES -		
5201	Office Supplies	1,500	
5209	Small Tools and Implements	500	
5210	Wearing Apparel (including Materials)	1,500	
5217	Gasoline Supplies	750	
5224	Computer Supplies	1,000	
5230	Miscellaneous Supplies	6,500	
			11,750
	-MATERIALS -		
5330	Miscellaneous Materials	6,000	
			6,000
	-EQUIPMENT-		
5401	Office Equipment	300	
5403	Motor Vehicle Equipment	15,000	
5408	Garage and Shop Equipment	0	
5413	Computer Equipment	500	
5430	Miscellaneous Equipment	2,300	
			18,100

CITY OF ST. LOUIS
FY 2001 - 02

FUND 1521
DEPT 343

NAME: Kiel Parking Facility

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-CONTRACTUAL SERVICES -		
5502	Telecom. Services & Repair Contracts	3,500	
5506	Motor Vehicle Service & Repairs	1,000	
5508	Contract Repairs to Equipment	10,000	
5510	Rental and Lease of Equipment	29,000	
5514	Heating Services	60,000	
5520	Out of Town Travel Expense	2,000	
5526	Printing and Copying Services	21,500	
5530	Miscellaneous Contractual Services	77,100	
5589	Unanticipated Needs	5,000	
		<hr/>	209,100
5807	-MISC. AND FIXED CHARGES - Discretionary Fund or PFPC	500	500
		<hr/>	
5955	-DEBT. SERVICE CHARGES- Principal / Interest	1,708,123	1,708,123
		<hr/>	
	DEPARTMENT TOTAL		<hr/> 2,452,128

EXHIBIT 3

CITY OF ST. LOUIS
FY 2001 - 02

FUND 1522
DEPT 343

NAME: Marquette Parking Facility

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	118,149	
5112	Salaries - Per Performance Employees	38,000	
5136	Employer Social Security Coverage	11,945	
5137	Employees Health Insurance	9,060	
5138	Employee Retirement Plan	4,844	
5142	Employees Life Insurance	610	
5197	Reserve for Twenty-Seventh Pay	414	
		<hr/>	183,022
	-SUPPLIES -		
5201	Office Supplies	600	
5210	Wearing Apparel (including Materials)	500	
5224	Computer Supplies	400	
5230	Miscellaneous Supplies	1,500	
		<hr/>	3,000
	-MATERIALS -		
5330	Miscellaneous Materials	500	
		<hr/>	500

EXHIBIT 3CITY OF ST. LOUIS
FY 2001 - 02FUND 1522
DEPT 343

NAME: Marquette Parking Facility

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-EQUIPMENT-		
5401	Office Equipment	1,000	
5430	Miscellaneous Equipment	1,500	
			2,500
	-CONTRACTUAL SERVICES -		
5502	Telecom. Services & Repair Contracts	3,000	
5508	Contract Repairs to Equipment	8,200	
5514	Heating Services	24,000	
5526	Printing and Copying Services	1,500	
5530	Miscellaneous Contractual Services	6,612	
5589	Unanticipated Needs	1,000	
			44,312
	-DEBT. SERVICE CHARGES-		
5955	Principal / Interest	580,403	
			580,403
	DEPARTMENT TOTAL		813,737

EXHIBIT 4CITY OF ST. LOUIS
FY 2001 - 02FUND 1523
DEPT 343

NAME: Argyle Parking Facility

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	155,290	
5136	Employer Social Security Coverage	11,880	
5137	Employees Health Insurance	15,855	
5138	Employee Retirement Plan	6,367	
5142	Employees Life Insurance	801	
5197	Reserve for Twenty-Seventh Pay	544	
			190,736
	-SUPPLIES -		
5201	Office Supplies	600	
5210	Wearing Apparel (including Materials)	500	
5224	Computer Supplies	400	
5230	Miscellaneous Supplies	1,500	
			3,000
	-MATERIALS -		
5330	Miscellaneous Materials	500	
			500

CITY OF ST. LOUIS
FY 2001 - 02

FUND 1523
DEPT 343

NAME: Argyle Parking Facility

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-EQUIPMENT-		
5401	Office Equipment	2,000	
5430	Miscellaneous Equipment	2,000	
			4,000
	-CONTRACTUAL SERVICES -		
5502	Telecom. Services & Repair Contracts	3,672	
5508	Contract Repairs to Equipment	1,400	
5514	Heating Services	10,200	
5526	Printing and Copying Services	1,500	
5530	Miscellaneous Contractual Services	2,592	
5589	Unanticipated Needs	15,000	
			34,364
	-DEBT. SERVICE CHARGES-		
5955	Principal / Interest	978,131	
			978,131
	DEPARTMENT TOTAL		1,210,731

EXHIBIT 5

CITY OF ST. LOUIS
FY 2001 - 02

FUND 1524
DEPT 343

NAME: Chouteau Parking Facility

<u>ACCT</u>	<u>ITEM DESCRIPTION</u>	<u>AMOUNTS</u>	<u>SUBTOTALS</u>
	-SUPPLIES -		
5230	Miscellaneous Supplies	3,000	
			3,000
	-MATERIALS -		
5330	Miscellaneous Materials	3,000	
			3,000
	-CONTRACTUAL SERVICES -		
5526	Printing and Copying Services	2,000	
5530	Miscellaneous Contractual Services	173,522	
5531	Management Fees	18,000	
5532	Commissions	68,761	
5565	Tenant Improvements	337,795	
			600,078
	DEPARTMENT TOTAL		606,078

Approved: June 29, 2001

ORDINANCE #65214
Board Bill No. 42

An Ordinance recommended by the Airport Commission and the Board of Public Service, and the Board of Estimate and Apportionment authorizing a First Amendment to the Washington Park Cemetery Ordinance No. 63825 approved July 18, 1996,

adding a new section eleven authorizing the Mayor and the Comptroller of the City to enter into and execute on behalf of the City easement agreements granting such utility easements or rights-of-way as may be necessary to the administration or the implementation of the "Cemetery Project" as defined in Ordinance 63825 and containing such terms, covenants, and conditions that are in the best interest of the City, Lambert-St. Louis International Airport, and the traveling public; and containing an emergency clause.

WHEREAS, Ordinance 63825 approved July 18, 1996, repealed Ordinance 63672, approved March 8, 1996, a nullity which established a Washington Park Cemetery Project having a similar subject matter as Ordinance 63825;

WHEREAS, Ordinance 63825 established a Washington Park Cemetery project (the "Cemetery Project") at Lambert- St. Louis International Airport, providing for the acquisition of certain real and personal property rights for the purposes of aviation obstruction removals and land use compatibility for parcels within Washington Park Cemetery, such authorization including the disinterment, transportation and reinterment of human remains, the removal of structures, utilities, and obstructions and other services and work related to the Cemetery Project at a total estimated cost of Forty Million Dollars (\$40,000,000), made an initial appropriation of Three Million Dollars (\$3,000,000) for costs authorized therein, made provision for supplemental appropriations as needed to continue the Cemetery Project, and contained an emergency clause;

WHEREAS, Ordinance 64067 approved May 28, 1997, authorized the First Supplemental Appropriation in the total amount of Two Million Dollars (\$2,000,000) from the Passenger Facility Charge Fund Account into Ordinance 63825 to continue the Cemetery Project, and contained an emergency clause;

WHEREAS, Ordinance 64356 approved April 2, 1998, authorized the Second Supplemental Appropriation in the total amount of Four Million Dollars (\$4,000,000) from the Passenger Facility Charge Fund Account into Ordinance 63825 to continue the Cemetery Project, and contained an emergency clause;

WHEREAS, Ordinance 64448 approved August 4, 1998, authorized the Third Supplemental Appropriation in the total amount of Five Million Dollars (\$5,000,000) from the Passenger Facility Charge Fund Account into Ordinance 63825 to continue the Cemetery Project, and contained an emergency clause;

WHEREAS, Ordinance 64777 approved November 18, 1999, authorized the Fourth Supplemental Appropriation in the total amount of Six Hundred Twenty Four Thousand Dollars (\$624,000) from the Airport Development Fund into Ordinance 63825 to continue the Cemetery Project, and contained an emergency clause; and

WHEREAS, it is now necessary to amend Ordinance No. 63825 adding a new section eleven authorizing the Mayor and the Comptroller of the City to enter into and execute on behalf of the City easement agreements granting such utility easements or rights-of-way as may be necessary to the administration or the implementation of the "Cemetery Project" as defined in Ordinance 63825 and containing such terms, covenants, and conditions that are in the best interest of the City, Lambert-St. Louis International Airport, and the traveling public.

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

SECTION ONE. The Washington Park Cemetery Ordinance 63825 approved July 18, 1996 is hereby amended adding a new section 11 as set out below:

"SECTION ELEVEN. The Mayor and Comptroller of the City are hereby authorized to enter into and execute on behalf of the City easement agreements granting such utility easements or rights-of-way as may be necessary to the administration or the implementation of the "Cemetery Project" as defined in Ordinance 63825 and containing such terms, covenants, and conditions that are in the best interest of the City, Lambert-St. Louis International Airport, and the traveling public."

SECTION TWO. This being an ordinance providing for a public works and improvement program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of the City's Charter and shall become effective immediately upon approval by the Mayor of the City.

Approved: June 29, 2001

**ORDINANCE #65215
Board Bill No. 43**

An ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for the City of St. Louis (the "City") to enter into and execute on behalf of the City, a Shoe Shine Concession Agreement (the "Agreement") at Lambert-St. Louis International Airport (the "Airport") between the City and Airport Shoeshine Corporation, a State of Missouri corporation (the "Concessionaire"), to operate and manage a shoe shine concession at the Airport subject to the terms, covenants, and conditions of the Agreement that was approved by the Airport Commission and the Board of Estimate And Apportionment and is attached hereto as **ATTACHMENT "1"** and is incorporated herein; directing that the Agreement be in compliance with all applicable disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions, and executive orders relating to equal employment opportunity; and containing an emergency clause.

WHEREAS, The City of St. Louis (the "City") now owns, operates, and maintains Lambert-St. Louis International Airport

(the "Airport");

WHEREAS, Airport Shoeshine Corporation, a State of Missouri corporation (the "Concessionaire"), desires to enter into with the City an Airport Shoe Shine Concession Agreement, which is attached hereto as **ATTACHEMENT "1"** and made a part hereof (the "Agreement");

WHEREAS, a shoe shine concession at the Airport is essential for the proper accommodation of the travelling public;

WHEREAS, it is in the best interest of the City, the Airport, the traveling public and others that the concessionaire be a qualified operator of the shoe shine concession;

WHEREAS, the City has determined that Concessionaire is a qualified operator of shoe shine services and has submitted a bid deemed advantageous to the City and the Airport; and

WHEREAS, the Agreement has been approved by the Airport Commission and the Board of Estimate and Apportionment.

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

SECTION ONE. The Director of Airports and the Comptroller for the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City, a Shoe Shine Concession Agreement (the "Agreement") at Lambert-St. Louis International Airport (the "Airport") between the City and Airport Shoeshine Corporation, a State of Missouri corporation (the "Concessionaire"), to operate and manage a shoe shine concession at the Airport subject to the terms, covenants, and conditions of the Agreement that was approved by the Airport Commission and the Board of Estimate And Apportionment and is to read in substance in words and figures as set out in **ATTACHEMENT "1"**, which is attached hereto and is incorporated herein.

SECTION TWO. The Agreement shall be in compliance with all applicable disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions, and executive orders relating to equal employment opportunity.

SECTION THREE. This being an ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City.

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT



**AIRPORT SHOESHINE CORPORATION
SHOE SHINE CONCESSION AGREEMENT**

NO. AL-69

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AIRPORT NUMBER AL-69

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
(SHOE SHINE)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2001 by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City") and Airport Shoeshine Corporation, (Concessionaire") a corporation of the State of _____.

WITNESSETH, That:

WHEREAS, City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport", located in the County of St. Louis, Missouri ("Airport"); and

WHEREAS, a Shoe Shine Concession at the Airport is essential for proper accommodation of the public;

WHEREAS, an the Airport wishes to provide a Shoe Shine Concession at the Airport for the convenience of the traveling public;

WHEREAS, City has determined that it is in the public interest for the following objectives to be met in the provision of a Shoe Shine Concession:

- To provide a first-class, full-service Shoe Shine Concession that meets Airport user needs and adds value to other Airport and airline services;
- To provide a high level of service at prices that are attractive to airport users and competitive with local prices;
- To provide a Shoe Shine Concession that is operated by well trained, efficient, courteous, and pleasant staff;
- To be responsive to Federal Aviation Administration goals for Disadvantaged Business Enterprise participation in concessions.

WHEREAS, the City has advertised and received competitive Bids for the right to manage and operate a Shoe Shine Concession at the Airport, and by this process City has determined that Concessionaire is a qualified operator of this service and has submitted a Bid deemed advantageous to the public and City;

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, City and Concessionaire agree as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document (including exhibits) and any amendments thereto, duly approved by City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"City" as stated in the preamble hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Period" shall be five (5) years commencing on the first day of the term of the Agreement.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1414. Withholding Required Approvals. hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are rebuttably presumed to be Women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Revenue" shall mean the gross receipts from all sales made and services performed for cash or credit on the Airport, regardless of the point of origin or delivery of the order, and any other revenue of any type arising out of or in connection with Concessionaire's operations on the Airport, whether performed by Concessionaire, its subcontractors, subsidiaries, associated companies or otherwise. Only the following may be excluded or deducted, as the case may be, from Gross Revenues:

Federal, state, county and municipal sales taxes or other sales taxes separately stated and collected from customers;

- Cash or credit refunds given to customers for services purchased at the Airport;
- The value of any supplies or equipment exchanged or transferred from or to other locations of Concessionaire's business not made for the purpose of avoiding a sale at the Airport;
- Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;
- The sale or trade-in value of any equipment or fixtures approved for removal by the Director and owned by Concessionaire.

"Metropolitan" shall mean the greater St. Louis metropolitan area.

"Minimum Guarantee" shall mean Concessionaire's minimum annual concession fee, as set out in Section 502 herein.

"Premises" shall mean a location or locations described in Section 201 that has or have been designated by City for the sale of Concessionaire's services and for other uses herein specifically provided for.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

ARTICLE II
PREMISES

Section 201. Premises. City hereby permits Concessionaire to use at the Airport the Premises as described on Exhibit "A," attached hereto and made a part hereof. The rights granted in Section 301 hereof may be exercised only on the Premises.

The City will provide the shoe shine stands for Concessionaire's use.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon notice to Concessionaire. Such changes will be made at the sole expense of Concessionaire and City will not be liable or responsible for any loss whatsoever including without limitation any inconvenience or loss by Concessionaire of work time, profit or business resulting from such

changes.

Section 202. Access. Subject to the terms, covenants and conditions of this Agreement, Concessionaire has the right of free access, ingress to and egress from the Premises, for Concessionaire's employees, agents, guests, patrons and invitees.

ARTICLE III RIGHTS

Section 301. Rights. City hereby grants to Concessionaire, subject to all the terms, covenants and conditions of this Agreement, the non-exclusive right, license and privilege to operate a Shoe Shine Concession within the Premises, consisting of first class, high quality, shoe shine services. Concessionaire is not granted the right to offer for sale any other services or products. City does not envision, during the term hereof, granting Shoe Shine Concession rights to any other entity that would be in direct competition with Concessionaire.

Section 302. Limitation of Rights. Concessionaire does not have the right to sell merchandise. Concessionaire shall have no right to perform any services or engage in any other business or commercial activity on the Airport except in the locations approved under this Agreement. If any services, other than those specifically mentioned in Section 301 are offered for sale by Concessionaire, Concessionaire will cease and desist from any further sales thereof immediately and not later than upon receipt of written notice from the Director and the decision of the Director shall be final.

This Agreement grants no real or implied rights to any Concession privileges on the Airport other than in the Premises.

ARTICLE IV TERM

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on the latter of June 1, 2001 or on the first day of the month following the date City fully executes this Agreement and ending five (5) years thereafter unless sooner terminated or extended in accordance with other provisions of this Agreement. The initial commencement and expiration dates shall be written in the spaces below by the City.

Commencement Date _____

Expiration Date _____

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 may be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and City shall have the right to take possession of the Premises with or without due process of law.

Section 403. Holdover Provision. If Concessionaire shall, with the prior written approval of the Director, hold over after the expiration of the term of this Agreement, the resulting tenancy shall, unless otherwise mutually agreed, be a tenant at will on a month-to-month basis. During such month-to-month tenancy, Concessionaire shall pay to City the same Concession Fees as set forth in the final year herein, unless different fees shall be agreed upon, and shall be bound by all terms, covenants and conditions of this Agreement.

ARTICLE V FEES AND PAYMENT

Section 501. General. Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Section 502 and the utilities described in Section 804 of this Agreement, without demand during the term of the Agreement.

Section 502. Concession Fees. Concessionaire agrees to pay, for each Contract Year, a minimum annual concession fee for the rights and privileges herein granted by City. The minimum annual concession fee the Concessionaire covenants to pay to City for each Contract Year are as follows:

Year 1	\$115,000.00
Year 2	\$115,000.00
Year 3	\$115,000.00
Year 4	\$115,000.00
Year 5	\$115,000.00

Section 503. Payment. Payments shall consist of (a) an amount equal to 1/12th the Minimum Guarantee, to be paid in advance on or before the first day of each month during the Concession Period. (See Section 505 Unpaid Fees for service charge.)

Section 504. Reports.

A. Concessionaire shall submit to City by the 15th day of the second and each succeeding month of the term hereof, two

copies of an accurate statement of Gross Revenue. This statement must separately state Gross Revenue for sales of products and services, listed by location, and be certified as accurate by an officer of Concessionaire. The final statement of Gross Revenue will be due by the 15th day of the month following expiration of this Agreement. City reserves the right to use these statements of Gross Revenue as a source of information to Bidders in a future solicitation for Bids for this concession.

Concessionaire shall submit to City by the 15th day of the second and each succeeding month of the term thereof, two copies of accurate DBE/MBE/WBE participation reports. One report is to be submitted to the Airport Properties Department, P.O. Box 10212, St. Louis, Missouri, 63145, and the other to the Airport Authority's Contracts Administration/DBE Office, 4610 North Lindbergh Blvd., Suite 240, Bridgeton, Missouri, 63044-2203.

- B. Concessionaire shall submit an audit report of Gross Revenue within 120 days following the conclusion of each Contract Year, and within 120 days following the conclusion of any extended contract period(s). These audit reports must be prepared by an independent Certified Public Accountant. The audit reports shall, at a minimum, certify the accuracy of (i) reported total accumulated Gross Revenue, and (ii) the aggregate amount attributable to DBE participants, if any. The audit reports shall also include a schedule showing the total of actual payments to City during the Contract Period and shall state an opinion as to the correctness of the computation of Gross Revenue without exception.

If through such audit report, it is established that additional fees are due City, Concessionaire shall pay such additional fees to City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that Concessionaire has overpaid City, then such overpayment from Concessionaire shall be credited to the fees and charges next thereafter due from Concessionaire or paid to Concessionaire upon expiration of the Agreement. Concessionaire shall immediately notify City of any audit conducted by Federal, State or local authorities.

- C. Concessionaire shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the Airport Authority to determine compliance with the DBE participation requirement [at a minimum of three (3) years after the expiration or termination of this Agreement]. The Airport Authority reserves the right to investigate, monitor, audit and/or review records for compliance.

Section 505. Unpaid Fees. All unpaid fee payments due City hereunder will bear a service charge of 1½% per month if same is not paid and received by City on or before the 15th of the month in which said payments are due (see Section 503. Payment for due date), and Concessionaire agrees that it will pay and discharge all costs and expenses including attorney's fees and litigation costs incurred or expended by City in collection of said delinquent amounts due, including services charges, within five (5) days of notice.

Section 506. Performance Bond. Concessionaire agrees to furnish a bond to City in the principal amount of \$30,000.00. Such bond will guarantee the payment of the Concession Fees and performance of all other terms, conditions and covenants of this Agreement. The bond will be in the form of a standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with a "Best" Financial Size C Category of not less than Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect for such a period as necessary to insure compliance with all terms and provisions of this Agreement. City may agree to another form of deposit that will provide equal protection of City's interest. If City cashes the Performance Bond, Concessionaire agrees to furnish a replacement bond in the same principal amount within 15 days.

Section 507. Prompt Payment of Taxes and Fees. Concessionaire covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 508. Accounting Records. Concessionaire will during the term hereof make available in the St. Louis area true, accurate, complete and auditable records of all business it has conducted at the Airport. Concessionaire will make same records available in the St. Louis area for at least three (3) years following the expiration or termination of this Agreement. These records will be accessible during usual business hours to City or its duly appointed agents or auditors.

Section 509. Additional Fees and Charges. Concessionaire will pay additional fees and charges under the following conditions:

- If City has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse City.
- If City is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees and charges thereafter due hereunder. Each and every part of such payment will be recoverable by City in the same manner and with like remedies as if it were originally a part of the basic fees and charges as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between parties hereto, any receipt showing

the payment of any sums or sum by City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 510. Notice, Place and Manner of Payment. Payments will be made at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as City may hereafter notify Concessionaire and will be made in legal tender of the United States.

ARTICLE VI CONCESSIONAIRE'S OPERATIONS

Section 601. Standards of Service. Concessionaire covenants and agrees to meet City's objectives as set out in the preamble hereof. Concessionaire shall furnish a first-class Shoe Shine Concession serving the needs of all users of the Airport, and offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Concessionaire and City. Concessionaire shall provide quality services and products and shall equip, organize, put into service and manage efficiently the Shoe Shine Concession to provide service with a clean, safe, attractive and pleasant atmosphere. Concessionaire shall provide a method of providing prompt refunds due customers. Concessionaire shall provide the Director a means of contact with a manager on a 24 hour basis.

Section 602. Hours of Operation. The minimum hours of operation for serving the public shall be 6:00 a.m. to 8:00 p.m., seven days per week. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing.

- A. The Concessionaire agrees to ensure that all prices are attractive to the public and no more than prices charged for identical shoe shine services found in comparable Metropolitan locations. For purposes of this Agreement, the comparable locations shall be shoe shine businesses operating in the Metropolitan area.
- B. The Concessionaire submitted at the time of bid a complete list of all proposed shoe shine services and the prices charged for each service. This list shall contain the current Metropolitan area price comparison, including the name of the comparison Metropolitan location, and prices charged for these services that comply with paragraph (A) of this section. The proposed prices shall not be implemented until approved in writing by the Director. The award of the bid to the Concessionaire does not imply approval of Concessionaire's proposed product price list.
- C. The Concessionaire shall not increase any prices without prior written approval of the Director. The Concessionaire's prices may normally only be increased following substantiation of Metropolitan area prices that indicate that Metropolitan area prices have increased. Any of Concessionaire's prices found to be more than comparison prices shall be reduced to no more than their Metropolitan area location comparisons. The Director reserves the right to independently compare the Concessionaire's prices to Metropolitan area prices and require the Concessionaire to reduce prices based upon its comparison.
- D. A request for a price increase by the Concessionaire must include a complete schedule of all prices, including a comparison to Metropolitan area prices charged for each service. The schedule shall include a brief description of all items to be increased. Any proposed additional services or products must be added to the complete schedule of all products and prices, and must be submitted in writing by the Concessionaire and approved in writing by the Director, prior to implementation. The proposed prices or services are subject to all pricing requirements of this Section. The Concessionaire shall give written notice to the Director of all products or services it intends to delete from the schedule. The Director reserves the right to deny the Concessionaire permission to delete any products or services from this schedule. Product or service additions and deletions may be proposed at any time. It is the Concessionaire's responsibility to ensure compliance with the requirements of this section. Concessionaire's prices found to be more than Metropolitan area prices shall be reduced to no more than their Metropolitan area comparisons.

Section 604. Promotion and Marketing.

- A. Concessionaire warrants, represents, and agrees that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business it conducts hereunder. Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method.
- B. The Concessionaire shall arrange shoe shine services in each location within the Premises in such a manner that will maximize overall Gross Revenue. The Director may require the Concessionaire to make specific changes to locations and/or visibility if such efforts are not being effectively made by Concessionaire.

Section 605. Personnel.

- A. Concessionaire shall require its employees to wear appropriate uniforms and badges to indicate the fact and nature of their employment.

Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this Shoe Shine Concession. Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. Concessionaire shall prohibit and restrain its agents, visitors and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Concession Premises, and may not interfere with other Tenant operations.

- B. Employee parking will be offered as available in the Airport Employee Parking Lot at established rates.
- C. Concessionaire shall provide staff in adequate numbers to provide a high level of service.
- D. Concessionaire acknowledges and agrees that it will conduct an employee background check of each of its personnel who are employed in a facility located beyond a security checkpoint if required by the Federal Aviation Administration (FAA) and/or the Airport. Concessionaire recognizes and agrees that the security requirements may change and Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

Concessionaire understands and agrees that fines and/or penalties may be assessed by the Federal Aviation Administration for Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) or other applicable law or regulation and shall promptly be reimbursed to City by Concessionaire.

Section 606. Manager. Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence. Management personnel must be readily accessible for all hours the Concessionaire is in operation.

Section 607. Deliveries. Concessionaire shall monitor the movement of deliveries to avoid conflict with other functions and users of the Airport and shall coordinate its use of the receiving dock with other users. All deliveries are the responsibility of Concessionaire and not the Airport. The Concessionaire shall use only delivery carts equipped with pneumatic tires and rubber bumpers. Carts shall not have any exposed brackets or bolts. Deliveries shall be made at such times and in such manners as to minimize disruption of passenger traffic in the gate areas and/or other tenant operations.

Section 608. Record Keeping. Concessionaire agrees to provide for the collection of all monies and provide accounting, audit and reports of Gross Revenue as required by Article V of this Agreement. In addition, Concessionaire shall ensure that a point of sale system or other recording method is provided which is capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of Concessionaire and DBE participant(s), if any, under this Agreement (these records are to be retained by Concessionaire for a minimum of three (3) years).

Section 609. Transition Period. During any future transition of the Shoe Shine Concession to another concessionaire, if applicable, Concessionaire shall use its best efforts to assure a smooth transition. Concessionaire agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

- A. Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, Concessionaire will provide and is responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies, a cash register for each shoe shine location, cash register stands, and black or dark gray non-slip rubber mats, 3'0" x length of stand, to be placed in front of the stands during operation and removed when stands are not in operation.
- B. City shall not be responsible for any goods, merchandise or equipment used, maintained or stored at the facility, nor will it be responsible for damage to such goods or merchandise resulting from flood, fire, explosion, vandalism or other causes outside the control of City.

Section 611. Communication.

- A. Concessionaire's local manager shall schedule quarterly or monthly meetings with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect Concessionaire's operation at the Airport. Concessionaire shall also be available for meetings at other times as necessary.

Concessionaire shall be responsible for notifying the Airport Properties Department of any problem which reduces service levels or sales or in any way impairs Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint (written or oral), within seven (7) calendar days, to the complainant and make a good faith attempt to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director a copy of each such complaint and its written response thereto. Concessionaire will also provide the Director a monthly summary of complaints received

together with the resolution/disposition of the complaints.

Section 613. Interference to Air Navigation. Concessionaire agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be removed by Concessionaire at its expense. Concessionaire agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the control tower and its operations.

Concessionaire further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aides or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

ARTICLE VII IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by Concessionaire.

- A. Concessionaire takes the Premises "AS IS" and agrees, at Concessionaire's sole cost and expense, to ("Build-out") demolish existing improvements as required and design, erect, install, construct, equip, and furnish any needed improvements in the Premises in accordance with plans prepared by Concessionaire and approved by the Director subject to the requirements of this Article VII.
- B. Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.
- C. Concessionaire shall submit a signed Tenant Construction or Alteration Application (TCA) including complete construction drawings and specifications, as required by Section 702, to the Airport Properties Department. If construction or refurbishment is proposed in Bid, TCA shall be submitted not more than 30 days following full execution of the Agreement by City.
- D. Concessionaire shall submit a St. Louis County building permit number not more than 30 days following approval of the TCA to the Airport Properties Department.
- E. Concessionaire shall submit the contractor's liability insurance certificates and performance and payment Bonds, required by Sections 704 and 705, to the Airport Properties Department not more than 45 days following the TCA approval by the Airport Properties Department prior to commencement of work.
- F. Concessionaire shall submit a certificate of completion and a certified copy of a St. Louis County occupancy permit to the Airport Properties Department, as required by Section 706, prior to occupancy of premises.
- G. In the event the Concessionaire encounters materials believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, or specifically identified with method of removal, handling or protection, Concessionaire shall immediately stop work in the affected area and report the condition to the Director in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Director if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the Director and the Concessionaire. The Concessionaire shall not be required to perform without consent any work relating to asbestos or PCB.

Section 702. Preparation of Plans and Specifications. Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises, prepared in accordance with the Tenant Design Standards. Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director and a St. Louis County building permit.

Section 703. Contractor's Liability Insurance. In any contract appertaining to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than \$1,000,000 for bodily injury and property damage and include City and its Airport Commission, Board of Aldermen, officers, employees and agents as an "Additional Insured." Said insurance shall be in a form agreeable to City, and certificates showing proof of coverage shall be delivered to the Director.

Section 704. Performance and Payment Bonds. Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo as amended. Copies of the bonds shall be given to City for approval before work begins. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers.

Section 705. Mechanics' and Materialmen's Liens. Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or

labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of improvements hereunder, Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

- A. Concessionaire shall not, without the prior written approval of the Director, erect, maintain or display any signs on the Premises. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, Concessionaire shall have the right to install such identification signs as may be necessary for the proper conduct of an Shoe Shine Concession as contemplated hereunder. Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.
- B. Concessionaire shall be responsible for the cost of any modifications to the Airport directories and other signs. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707.
- C. Prior to the erection, construction or placing of any sign, Concessionaire shall submit to the Director for approval, drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.
- D. Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to its Shoe Shine Concession services. Concessionaire will not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by Concessionaire that are not Removable Fixtures, and all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in City upon expiration or earlier termination of this Agreement; subject, however, to Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with the Agreement.

All Removable Fixtures provided by Concessionaire shall remain the property of Concessionaire, and shall be removed by Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

City reserves the right and Concessionaire agrees that the Director may require Concessionaire to restore the Premises to the condition that originally existed at the time Concessionaire took possession of the Premises. Concessionaire agrees to bear all costs of such removals and restorations.

Section 709. Cost of Improvements. The Concessionaire shall furnish the Director with satisfactory proof of Build-Out Costs within sixty (60) days following completion of work to the Premises. This proof of costs must include, at a minimum, an itemized account of all included costs supported by invoices and cancelled checks and certified as accurate by an independent Certified Public Accountant. The Concessionaire shall provide to the Director any other proof necessary to satisfy the Director.

Section 710. Reimbursement of Build-Out Costs. In the event of relocation of the Premises by the City, the City shall pay to the Concessionaire the Unamortized Investment Concessionaire has made in Improvements to the relocated Premises or portions thereof. The City shall be entitled to inspect the Improvements, and if this inspection reveals missing or damaged items, the Unamortized Investment shall be reduced by an amount equal to the cost of the replacement or repair of missing or damaged Improvements. Title to the Improvements shall pass to the City immediately upon payment of the Unamortized Investment.

ARTICLE VIII USE OF PREMISES

Section 801. Compliance with Laws and Regulations. Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time. In addition, Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following, which shall be the responsibility of City:

- A. The structural components of the building.
- B. The utility system to, and within, the Premises, except where the utility systems are owned or controlled by the utility companies.

- C. The washing of the exterior of windows in the terminal building.
- D. Perform all needed maintenance and repair of the equipment and fixtures provided by City.

Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions but Concessionaire's responsibilities are not limited to those functions:

- A. Perform custodial services daily.
- B. Keep premises free from all fire and other hazards to persons and property, and furnish and maintain adequate portable fire protection equipment.
- C. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of Concessionaire or Concessionaire's employees or agents.
- D. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid). Concessionaire may not dispose of any such items in the public areas. This may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. Concessionaire agrees to promptly provide and install same and to abide by these requirements. Concessionaire will inform the Airport Properties Department of its methods of handling and disposal of trash, garbage and refuse.
- E. Confine all handling and holding of Concessionaire's property to the premises.
- F. Keep all papers and debris picked up daily from the Premises.
- G. Keep Premises free of all pests and provide pest control services as needed.
- H. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and Concessionaire hereby releases and discharges City from any and all claims or causes of action arising out of the closing of any right-of-way.

Section 803. Right to Enter, Inspect and Make Repairs. City and its authorized officers, employees, agents, contractors, subcontractors and other representative shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

- A. To inspect such premises to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.
- B. To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after City has given Concessionaire notice so to do, in which event Concessionaire shall reimburse City for the cost thereof plus a charge of 15% for overhead promptly upon demand.
- C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

In case of emergency, City and its authorized officers, employees, agents, contractors, subcontractors and other representative shall have the right to enter the Premises by whatever means necessary to remedy the emergency situation and without liability to Concessionaire for any damage related thereto.

Section 804. Utilities. City will provide and pay for electrical service, heated air and chilled air to the Premises. The concessionaire shall be responsible for any necessary upgrade in the electrical supply or cooling caused by increased machinery, lighting or other changes to the Premises made by the Concessionaire.

City shall not be liable to Concessionaire in damages or otherwise of any kind whatsoever for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service.

ARTICLE IX LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. Concessionaire, at its expense, at all times during the term hereof, shall cause City and its Board of Aldermen, Airport Commission, officers, agents and employees and Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities of Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors pursuant to this Agreement under the following types of coverage:

1. Comprehensive General Liability;
2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of \$1,000,000 comprised of such primary and excess policies of insurance as Concessionaire finds it feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, City and its Board of Aldermen, Airport Commission, officers, agents and employees shall be included as an "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. Such coverages shall also extend to contractual liability insurance sufficient to cover Concessionaire's indemnity obligations hereunder. City and its Board of Aldermen, Airport Commission, officers, agents and employees shall have no liability for any premiums charged for such coverage, and the inclusion of City and its Board of Aldermen, Airport Commission, officers, agents and employees as an "Additional Insured" is not intended to, and shall not, make City and its Board of Aldermen, Airport Commission, officers, agents and employees a partner or joint venturer with Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for Worker's Compensation Insurance, Social Security and Unemployment Compensation at statutory limits and to the extent such provisions are applicable to Concessionaire's operations hereunder.

Section 902. Property Insurance. Concessionaire will provide fire and related insurance coverage for the full value of the improvements and equipment installed on the Premises.

Section 903. Damage or Destruction of Terminal Building. The building in which the Premises are located will be insured by City under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be uneconomically repairable, City may terminate this Agreement by written notice to Concessionaire.

If the building is repairable, City will begin such repairs as soon as is practicable. City will attempt to find temporary Premises during the repair. City will not be liable or responsible for any inconvenience or loss of any kind whatsoever, including the loss by Concessionaire of business resulting from such damage.

Section 904. Evidence of Insurance. Certificates of Insurance, or other evidence of insurance coverage required of Concessionaire in this Article, shall be delivered to the Director in form and content satisfactory to City.

At least 15 days prior to the expiration of any such policy, Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Concessionaire shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and with a company or companies approved by City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving 30 days notice to the Director. Each such insurance policy shall also provide primary coverage to the City, its Board of Aldermen, Airport Commission, officers, agents and employees. In the event of overlapping policies or duplicate coverage, Concessionaire's coverage shall be deemed the primary coverage and any other coverage shall be deemed excess coverage.

Section 905. Indemnification. Concessionaire shall protect, defend, and hold St. Louis County, City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, independent contractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Director or their designee shall give to Concessionaire reasonable notice of any such claims or actions. Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City or their designee, after consultation with the Airport Director or their designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 906. Adjustment of Claims. Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Concessionaire under this Agreement.

Section 907. Occupancy of Premises. Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 908. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery

from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

ARTICLE X ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment. Concessionaire shall not assign this Agreement. Any such transfer or assignment shall constitute a default on the part of the Concessionaire under this Agreement. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision of the Agreement.

Section 1002. Subcontracting. Concessionaire shall not subcontract or sublet the Premises, or any portion thereof except as may be required to secure DBE participation and only with the prior written approval of the City. The parties understand and agree that Concessionaire is responsible for the performance of its subcontractors under this Agreement. Such subcontract must require, at a minimum, the strict compliance with all provisions of this Agreement and that subcontractor will use the Premises solely for the purposes identified in this Agreement.

Section 1003. Bankruptcy. In the event that there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after notice thereof given in writing to exercise the City's option hereby given to end the term on the date which shall be no sooner than forty-five (45) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of Concessionaire's right, title and interest in the Concessionaire's furnishings, removable fixtures, equipment, or Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee or assignee any rights, title or interest in the City premises or any of the removable fixtures, except subject to the City's right to end the term.

ARTICLE XI TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. City's Right to Terminate. City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of, but not limited to, any one or more of the following events.

- A. If the fees, charges, or other money payments which Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.
- B. If, during the term of this Agreement, Concessionaire shall:
 1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
 2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
 3. make a general assignment for the benefit of creditors;
 4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
 5. file an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Concessionaire as bankrupt or insolvent, or approving a petition seeking a reorganization of Concessionaire, and such order, judgment or decree shall continue unstayed and in effect for any period of 90 consecutive days;
 6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;
 7. fail to prevent cessation or deterioration of service for a period which, in the opinion of the Director, materially and adversely affects the overall performance of Concessionaire under this Agreement;
 8. allow a lien to be filed against Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of Concessionaire and is not removed or enjoined within thirty (30) days;
 9. desert, vacate or discontinue all or a portion of its operation of the Premises which, in the opinion of the Director, results in a failure to provide the public and others the service contemplated hereunder;
 10. fail to meet the DBE goal as described in Article XII of this Agreement;
 11. fail in the performance of any terms, covenants or conditions herein required to be performed by Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

This Agreement shall be considered in default when Concessionaire fails to comply with any of the terms, covenants or conditions of this Agreement. Failure of City to take any authorized action upon default by Concessionaire of any of the terms, covenants or conditions required to be performed, kept and observed by Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by City from Concessionaire for any period or periods after a default by Concessionaire of any of the terms, covenants and conditions herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estopping of any right on the part of City to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any of said terms, covenants or conditions.

Section 1102. Concessionaire's Right to Terminate. Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, for the following causes:

- A. if a court of competent jurisdiction issues an injunction or restraining order against City preventing or restraining the use of the Airport for Airport purposes in its entirety or substantial entirety;
- B. if City shall have abandoned the Airport for a period of at least 60 days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers;
- C. in the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that an agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport, and any of said events shall result in material interference with Concessionaire's normal business operations or substantial diminution of Concessionaire's gross revenue from the operation at the Airport, continuing for a period in excess of 60 days;
- D. if City shall have failed in the performance of any specific covenant within the control of City and required by this Agreement to be performed by City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than 45 days have elapsed after notice by either party to the other specifying the date and cause of termination, except that for Concessionaire's failure to make any payments specified in Section 1101 (A) or provide the insurance specified in Article IX, the effective date of termination shall be 45 days from the payment(s) due date with notice to Concessionaire or 30 days from the date insurance is not provided with notice to Concessionaire; and no such termination, except for termination for Concessionaire's failure to make any payments or provide insurance, shall be effective if the party at default (1) cannot by the nature of the default cure it within such 45 day period, (2) commences to correct such default within said 45 days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by City upon the default of payment of charges and fees as provided herein, then Concessionaire agrees also to pay a reasonable attorney's fee and cost of litigation.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of City and Concessionaire specified in this Article are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

ARTICLE XII DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

- A. Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than 30% of the total Gross Revenues earned in the exercise of the concession rights granted in Section 302. This goal remains in effect throughout the term of the Agreement. Credit toward the DBE goal will only be given for the use of DBE's certified by processes acceptable to the Director. Concessionaire submitted at time of Bid a DBE participation plan which detailed the method(s) and percentage of DBE participation it offers in the performance of this Agreement. This DBE participation plan must be approved in writing by the Director before it may be implemented. Concessionaire is obligated to meet the 30% DBE participation or the amount of participation detailed in its DBE participation plan as approved by the Director.
- B. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 26. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 26.

Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

- C. Substitutions of DBE's must be approved in writing by the Director. Substitution of a DBE will be allowed only when the DBE has failed to perform due to default of its subcontract or agreement. Concessionaire understands, warrants and agrees

that it shall not amend or terminate its agreement with the DBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review. Concessionaire shall immediately take steps to obtain a replacement certified DBE through good faith efforts. If a replacement DBE cannot be located, Concessionaire must make good faith efforts to subcontract or contract out for other rights to secure DBE participation. If a replacement DBE subcontract or agreement is secured, the subcontract or agreement must be reviewed and certified by the Contracts Administration/DBE Office prior to implementation. The Director will determine if Concessionaire has made acceptable good faith efforts. Concessionaire must immediately begin operations in place of a DBE that has failed to perform.

- D. Concessionaire shall operate its Shoe Shine Concession in compliance with all other requirements imposed by or pursuant to 49 CFR Part 26, as applicable and as said regulations may be amended or new regulations promulgated, and the St. Louis Airport Authority's Contracts Administration/DBE Program. Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, City shall have the right to terminate this Agreement and to re-enter and repossess the Premises thereon and hold the same as if this Agreement had never been made or issued.

Section 1202. Noncompliance. Concessionaire understands that any substantial deviation from Section 1201, as determined by City, may subject the Agreement to termination in accordance with the procedure established in Section 1103.

ARTICLE XIII LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expenses, the amounts of which are difficult to ascertain, if the Concessionaire violates any of the terms, covenants, or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect (after written notice to the Concessionaire of said violation) to impose the charges in amounts described below as liquidated damages on the basis of each violation per day:

VIOLATION	SECTION	CHARGES
Violation of Article III, Rights Clause	301 – 302	\$100.00
Violation of Article VI, Concessionaire's Operation Clause	602 – 609	\$150.00
Violation of Article VII, Improvements and Alterations Clause	707	\$150.00
Violation of Article VIII, Use of Premises Clause	802	\$100.00

The parties hereby stipulate and agree that time is of the essence in this Agreement and that charges provided for within this section shall be deemed liquidated damages and not a penalty or fine and the City may elect, alternatively, to pursue any remedy at law or in equity. Liquidated Damages shall be due upon receipt of notice and each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic Concession Fee as set for in Article V of this Agreement.

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, St. Louis, MO 63145, with a copy to the Airport Properties Manager at the same address. All notices, demands, and requests by City to Concessionaire shall be sent by certified mail, return receipt requested addressed to: Airport Shoeshine Corp., 3731 Maffitt, St. Louis, MO, 63113.

Both parties or either party may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Concessionaire or said Director.

Section 1402. Conditions of Default. This Agreement shall be considered in default when Concessionaire fails to fulfill any of the terms, covenants or conditions of this Agreement and such default shall be considered a material breach of this Agreement for which the City at its option may terminate this Agreement as provided for in ARTICLE XI of this Agreement.

Section 1403. Non-Discrimination and Affirmative Action Program.

- A. Concessionaire hereto understands and agrees that City, in operation and use of Lambert-St. Louis International Airport, will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal Regulations. Concessionaire hereby agrees that their premises shall be posted to such effect as required by such regulation.
- B. Concessionaire agrees that in performing under this Agreement, neither they nor anyone under their control will permit

- discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.
- D. Concessionaire agrees that should it be determined by Concessionaire or City that they will be unable to conform to their approved positive employment program submitted to determine eligibility under the fair employment practices provisions of City Code, they will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within 10 days of such determination, as to the steps to be taken by Concessionaire to achieve the provisions of their program.
- E. Concessionaire will permit reasonable access by City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- F. Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.
- G. Whenever Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within 10 days.
- H. Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment and City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.
- I. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered sub-organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither City nor Concessionaire shall be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. A "Year 2000 problem," as defined in Section 1423 of this Agreement, is not intended by the parties hereto to be covered by this clause.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, City covenants that Concessionaire, on paying the rentals and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the premises.

Section 1407. Operation and Maintenance of Airport. City shall at all times operate the Airport properly and in a sound and economical manner; and City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to Site. The premises from the date hereof until the termination of this Agreement shall be owned in fee

simple title by City or in such lesser estate as in the opinion of City Counselor is sufficient to permit the letting thereof by City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document, Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri and is subject to the Charter of the City of St. Louis.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Withholding Required Approvals. Whenever the approval of City, or the Director, or of Concessionaire is required herein, no such approval shall be unreasonably requested or withheld. Whenever the approval of City is required, the approval must be in writing and the approving official is the Director or the person duly designated to perform one or more of the Director's duties under this Agreement.

Section 1415. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any such waivers must be in writing and signed by the party waiving.

Section 1416. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either City or Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1417. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any State laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1418. Not a Lease. This Agreement is not a lease and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder, and Concessionaire will in no instance be deemed to have acquired any possessory rights against City or the Premises or be deemed to be a tenant of City.

Section 1419. Advertising. Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the Director.

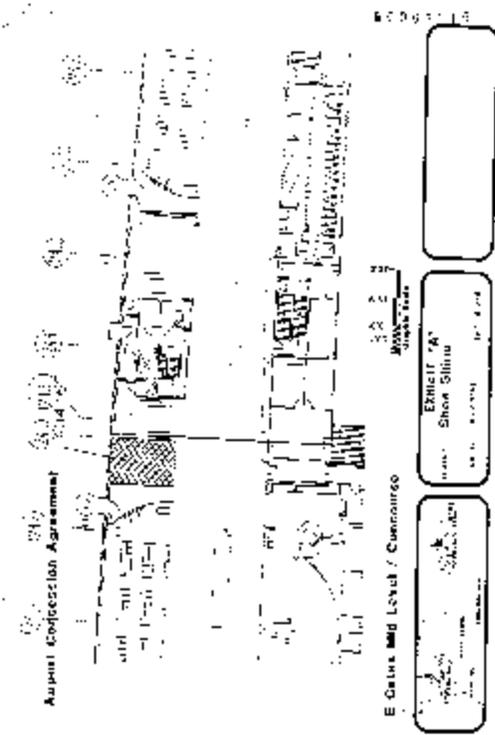
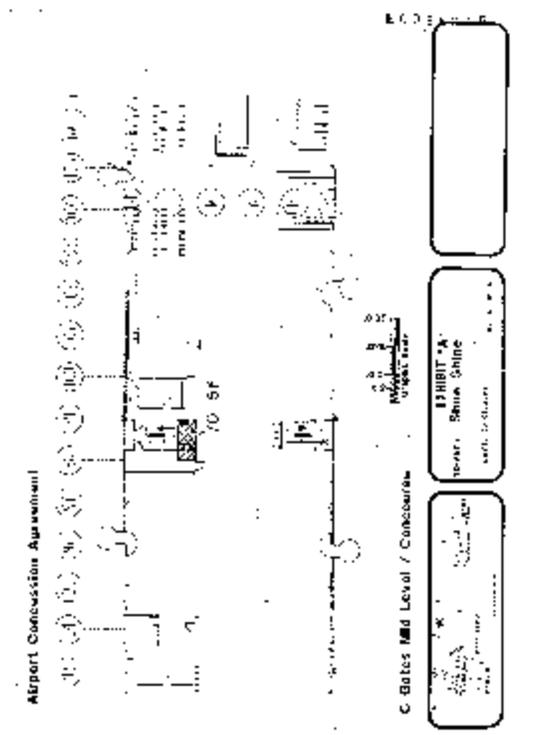
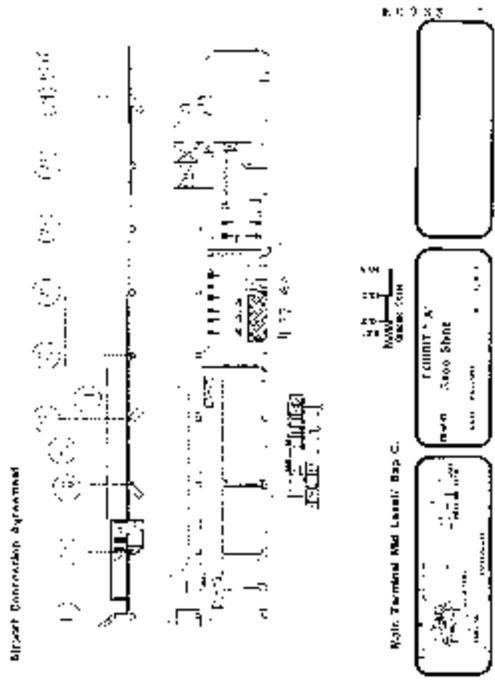
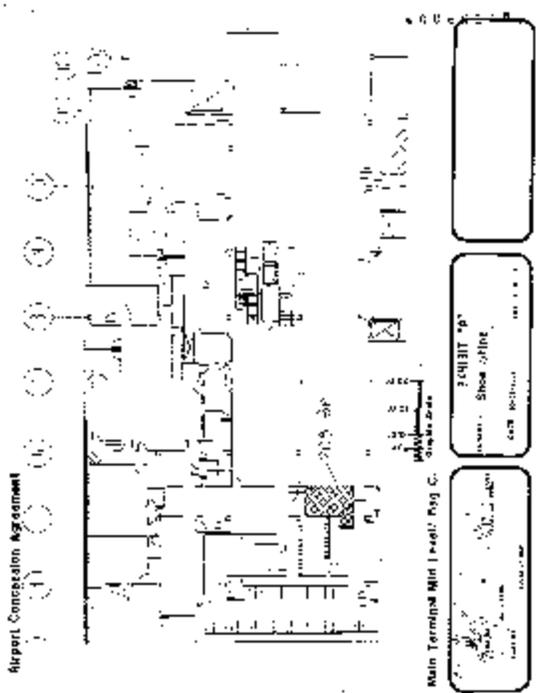
Section 1420. Conflicts Between Tenants. In the event of a conflict between Concessionaire and any other tenant, licensee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Concessionaire agrees to be bound by such decision. All determinations by the Director are final.

Section 1421. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with City of St. Louis Ordinance No. 62124.

Section 1422. Entire Agreement. This Agreement, together with all exhibits attached hereto and the Instructions to Bidders and Concessionaire's Bid which are incorporated herein by reference, constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto. In the event of any inconsistency or conflict between the terms of the Agreement, the inconsistency shall be resolved by giving preference in the following order:

- a. Agreement
- c. Concessionaire's Bid

ORDINANCE NO. 65215 - EXHIBIT A (TENANT SHOE SHINE SHTS 2-5)



ORDINANCE #65216
Board Bill No. 44

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City a First Amendment to the Telecommunications and Public Pay Telephone Service Concession Agreement dated April 21, 1998 (the "Agreement"), at Lambert- St. Louis International Airport (the "Airport"), between the City and Southwestern Bell Telephone Company (the "Concessionaire"), for the non-exclusive right, license and privilege, to install, operate, manage and maintain a Telecommunications and Public Pay Telephone Service Concession to include Public Pay Telephone Services (Local, IntraLATA, InterLATA, IntraSTATE, InterSTATE and International Long Distance), pre-paid calling card vending machines, and public facsimile machines with E-mail and Internet capabilities within the premises, which was authorized under Ordinance 64280 approved March 9, 1998; this First Amendment to the Agreement, which was approved by the Airport Commission and the Board of Estimate and Apportionment, is attached hereto as **ATTACHMENT "1"** and is made a part hereof; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller are hereby authorized and directed to enter into and execute on behalf of the City of St. Louis (the "City"), a First Amendment to the Telecommunications and Public Pay Telephone Service Concession Agreement dated April 21, 1998 (the "Agreement") at Lambert- St. Louis International Airport (the "Airport"), between the City and Southwestern Bell Telephone Company (the "Concessionaire"), for the non-exclusive right, license and privilege, to install, operate, manage and maintain a Telecommunications and Public Pay Telephone Service Concession to include Public Pay Telephone Services (Local, IntraLATA, InterLATA, IntraSTATE, InterSTATE and International Long Distance), pre-paid calling card vending machines, and public facsimile machines with E-mail and Internet capabilities within the premises, which was authorized under Ordinance 64280 approved March 9, 1998; this First Amendment to the Agreement, which was approved by the Airport Commission and the Board of Estimate and Apportionment, is to read in words and figures as set out in **ATTACHMENT "1"** and is attached hereto and is made a part hereof.

SECTION TWO. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT "1"

AIRPORT NUMBER AL - 265

FIRST AMENDMENT
TO
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONCESSION AGREEMENT
SOUTHWESTERN BELL TELEPHONE, CO.

THIS FIRST AMENDMENT, entered into this ____ day of _____, 2001, by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("Lessor"), and Southwestern Bell Telephone Co., ("Concessionaire") a corporation of the State of Missouri..

WITNESSETH THAT:

WHEREAS, the City and the Concessionaire are parties to a Concession Agreement dated April 21, 1998; and expires April 30, 2001,

WHEREAS, said Concession Agreement was authorized by Ordinance 64280, approved March 9, 1998,

WHEREAS, the City and the Concessionaire desire to amend said Agreement to their mutual benefit,

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Concessionaire agree as follows:

Section 101. Definitions. This section is deleted in its entirety and replaced with the following section;

The following words and phrases shall have the following meanings:

"Agreement" shall mean this document and any amendments thereto, duly approved by City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"City" as stated in the preamble hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean any consecutive twelve-month period commencing on the first day of the term of the Agreement and any of the option periods.

"Dial Around Compensation" shall mean the amount of monetary compensation due local phone service provider long distance service providers for the use of the local phone service providers' lines and equipment to process long distance calls, in accordance with the Telecommunications Act of 1996 and Federal Communications Commission rules pertaining thereto.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1314 hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are rebuttably presumed to be women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Equipment" shall mean all telephones and related installations for purposes of providing services herein, enclosures, wall mounts, any structural device used to mount or house telephones or other telecommunications devices, pre-paid calling card machines; and, machines used in the transmission of telefacsimile services or access to E-Mail and Internet services.

"Gross Revenue Public Pay Telephone" shall mean the total Local, Intra LATA, Inter LATA, IntraState, InterState, and International Long Distance revenues from all sources and all types of calls from all public pay telephones installed at this Airport under this Agreement (e.g. operator assist, direct dial, collect, credit card and billed to third number excluding 500, 700, 800, 900 service and any derivative thereof and directory assistance), performed by Concessionaire, its subcontractors, subsidiaries, associated companies or otherwise, with no deductions or setoffs. Further, any revenues received as Dial Around Compensation as determined by the FCC under the Federal Telecommunications Act of 1996, including any retroactive compensation from the time of the commencement date of this Agreement, shall also be included under this definition.

"Gross Revenue Pre-Paid Calling Card Vending Machines" shall mean all revenues from the sale of pre-paid calling cards derived or earned by Concessionaire, its subcontractors, sublessees, subsidiaries, associated companies or otherwise, with no deductions or setoffs.

"Gross Revenue Public Telefacsimile, E-Mail and Internet Services" shall mean all revenues from the sale of public telefacsimile, E-Mail or Internet services derived or earned by Concessionaire, its subcontractors, sublessees, subsidiaries, associated companies or otherwise, with no deductions or set off.

"Improvements" shall mean all construction and fixtures built or erected by Concessionaire and forming part of, and which are permanently affixed or attached to any portion of Airport real property or improvements.

"Metropolitan" shall mean the greater metropolitan St. Louis area.

"Percentage Fee" shall mean the product of (i) Gross Revenue multiplied by (ii) the percentage as set out in Article V.

"Premises" shall mean a location or locations described in Section 201 that has or have been designated by City for the sale of Concessionaire's services and for other uses herein specifically provided for.

"Public Pay Telephone Service" shall mean local and long distance telephone service to include Local, IntraLATA, InterLATA, IntraState, InterState and International Long Distance Service, from coin and non-coin telephones in the public areas of the Airport.

Section 401. Term. This section is deleted in its entirety and replaced with the following section;

The term of this Agreement shall consist of four (4) years commencing on May 1, 1998, and ending April 30, 2002, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. This section is deleted in its entirety and replaced with the following section titled Option Term;

At his/her sole option, the Director with the approval of the Airport Commission may extend the Term of this Agreement for a maximum of two (2) one (1) year periods. The Director must notify the Concessionaire in writing of such decision

to extend the Term one hundred and twenty (120) days in advance of the initial expiration date and before the expiration date of the first option period. All other terms and conditions of this Agreement as amended shall remain the same during the option periods.

Section 403, a new section titled Surrender of Possession and is being inserted to replace the old Section 402 titled Surrender of Possession:

No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises. Upon surrender of possession, Concessionaire shall remove its Telephones, Prepaid Calling Card Machines, Internet Service Machines and Fax Machines and restore the Premises to the condition that existed at the commencement date of this Agreement, reasonable wear and tear excepted. Upon expiration of the term of this Agreement or early termination hereof, City reserves the right and Concessionaire agrees that the Director and the City of St. Louis Supply Commissioner shall have the option to purchase any and/or all wall-mounts, sit-down and stand-up enclosures. If City elects to purchase any and/or all wall-mounts, sit-down and stand-up enclosures the purchase price shall be a nominal amount that shall not exceed Concessionaire's net book value. Upon completion of the purchase, Concessionaire shall deliver to City a Bill of Sale. Concessionaire shall remove any and/or all of the wall-mounts, sit-down and stand-up enclosures should City elect not to purchase same. All costs of such removal and restoration shall be the responsibility of Concessionaire. If Concessionaire fails to remove its Telephones, Prepaid Calling Card Machines, Internet Service Machines, Fax Machines and restore the Premises in a timely manner, the Director may remove all Equipment and restore the Premises for which Concessionaire will reimburse City plus an administrative charge of 15%.

Section 502. Concession Fee. This section is deleted in its entirety and replaced with the following section;

Concessionaire agrees to pay a Percentage Fee as set out below for: 1. Gross Revenue from Public Pay Telephone (both local and long distance); 2. Gross Revenue from Pre-Paid Calling Card Vending Machines; and 3. Gross Revenue from Public Telefacsimile, E-Mail and Internet Services.

Public Pay Telephones – Local, IntraLATA, InterLATA, IntraState, InterState, Dial-Around and International Long Distance Service Percentage Fee shall be 40%.

Pre-Paid Calling Card Vending Machines Percentage Fee shall be 30%.

Facsimile, E-Mail and Internet Machines Percentage Fee shall be 30%.

Section 503. Payment. The following paragraph is added to Section 503 to become a part of this Section;

Concessionaire agrees to advance the following amounts as a pre-paid commission starting on May 1, 2001 and continue on May 1 of each option year, if extended, as listed below.

Fourth Year	\$700,000
First Option Year	\$740,000
Second Option Year	\$775,000

If the actual earned commission is less than the advanced amount, the overpayment will be applied as a credit in the following contract year or be refunded to the Concessionaire if the overpayment occurs in the final year of this Agreement. If the actual commission is greater than the advanced amount then Concessionaire shall pay the additional commission due the City within 45 days of the end of the contract year.

Section 609. Rates. This section is deleted in its entirety and replaced with the following section;

Concessionaire shall establish rates equal to or less than Southwestern Bell Telephone for local Public Pay Phone Service calls (local and IntraLATA) made from the Airport and shall reflect the prevailing rates for local Public Pay Phone Service in the Metropolitan area. Concessionaire shall charge rates to the user that shall not exceed the tariff rates of AT&T Communications, Inc., for long distance Public Pay Phone Service (InterLATA and International long distance), including any and all applicable service charges or discounts for long distance Public Pay Phone Service. Concessionaire submitted at time of bid a list of local and long distance Public Pay Phone Service proposed rates, as well as current information on rates for Public Pay Phone Service in effect for the majority of the Metropolitan marketplace, subject to the approval of the Director, and attached hereto as "Exhibit C". Concessionaire's rates with respect to public pay telephones utilized at the Airport must comply with all federal, state and local laws and rules. Concessionaire shall not impose an Airport or "location" surcharge.

Concessionaire shall establish rates on Pre-Paid Calling Card Vending Machines, Public Telefacsimile, E-Mail and Internet Services that are equal to or less than what is being charged at similar sized Airports located in the Midwest of the United States. Concessionaire's rates with respect to Pre-Paid Calling Card Vending Machines, Public Telefacsimile, E-Mail and Internet Services utilized at the Airport must comply with all federal, state and local laws and rules. Concessionaire shall not impose an Airport or "location" surcharge.

Concessionaire shall not increase rates on any of the products and services provided under this Agreement without the prior

ORDINANCE #65217
Board Bill No. 45

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing a First Amendment to Section One of the Pilot Noise Mitigation Ordinance 64192 approved November 17, 1997 providing for the acoustical treatment of the St. William School in Woodson Terrace and the acquisition of an avigation easement for noise mitigation purposes; and containing an emergency clause.

WHEREAS, the Pilot Noise Mitigation Ordinance 64192 approved November 17, 1997, authorized a multi-year public work and improvement program (the "Program") at Lambert-St. Louis International Airport (the "Airport"), providing for the acquisition of certain avigation easements for noise mitigation and consisting of a voluntary acoustical treatment program, a voluntary avigation easement purchasing program, and a voluntary sales transaction assistance program for residential property subject to certain noise exposures and located within certain geographical boundaries, as recommended and detailed in the approved Airport's Updated FAR PART 150 Noise Compatibility Study, at an estimated total cost of Seventy Eight Million Dollars (\$78,000,000), authorized an initial appropriation of One Million Five Hundred Thousand Dollars (\$1,500,000) from the Airport Passenger Facility Charge Fund Account, and contained an emergency clause;

WHEREAS, Ordinance No. 65013 approved August 2, 2000, authorized a First Supplemental Appropriation in the amount of One Million Dollars (\$1,000,000) from the Airport Passenger Facility Charge Fund Account into the Pilot Noise Mitigation Ordinance 64192 in order to continue the Program and the payment of costs authorized therein, and contained an emergency clause; and

WHEREAS, Ordinance No. 65193 approved April 26, 2001 authorized a Second Supplemental Appropriation in the amount of Three Million Dollars (\$3,000,000) from the Airport Passenger Facility Charge Fund Account into the Pilot Noise Mitigation Ordinance 64192 in order to continue the Program and the payment of costs authorized therein, and contained an emergency clause;

WHEREAS, it is now necessary to amend Section One of Pilot Noise Mitigation Ordinance 64192 in order to provide for the acoustical treatment of the St. William School in Woodson Terrace and the acquisition of an avigation easement for noise mitigation purposes.

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

SECTION ONE. Section One of the Pilot Noise Mitigation Ordinance 64192 approved November 17, 1997 is hereby amended by adding the following new paragraph:

"B. The Program as defined in this Section One shall also provide for the acquisition of an avigation easement for noise mitigation purposes consisting of a voluntary acoustical treatment program approved by the FAA for St. William School in Woodson Terrace subject to certain noise exposures and located within the Program's geographical boundaries as defined in Section One, paragraph A."

SECTION TWO. This being an Ordinance providing for a public works and improvement program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of the City's Charter and shall become effective immediately upon approval by the Mayor of the City.

Approved: June 29, 2001

ORDINANCE #65218
Board Bill No. 47
Committee Substitute

An ordinance recommended by the Board of Public Service authorizing the 2001 St. Louis Works and the 50/50 Sidewalk Programs City Wide providing for the construction and reconstruction of gutters, streets, driveways, spot curbs, sidewalks, alleys, traffic controls, beautification, tree planting, resurfacing and related engineering adjustments listed herein, appropriating \$4,800,000.00 from the Street Improvement Fund; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated costs from City funds and supplemental agreements and reversion authorizations, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, contract advertising statutes, and a public work emergency clause.

BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:

Section One. The Board of Public Service is hereby authorized to let contracts, employ and pay for labor, wages, consultants, equipment, computer programs and hardware, employees, supervision and otherwise provide for designing, constructing, reconstructing, replacing, beautifying, traffic controls, landscaping, paving, resurfacing, and related engineering adjustments to the streets, alleys and public rights-of-way in the twenty-eight wards of the City for the 2001 St. Louis Works and the 50/50 Sidewalk Programs as evidenced by Exhibit "A" attached hereto and on file in the City Register's Office.

Section Two. There is hereby appropriated Four Million, Eight Hundred Thousand Dollars (\$4,800,000.00) which is the aggregate estimated cost of the City's share of the Public Work authorized herein, from funds set aside and placed to the credit of the Street Improvement Fund" established by Ordinance 55852, approved March 31, 1971 and Ordinance 55964, 55965, and 55966, approved July 1, 1971 and any other subsequent ordinance, as amended and the Comptroller is authorized to draw warrants, accept gifts, make payments from the general fund and the Street Improvement Funds as they become available throughout the year to pay any portion of the cost of the labor, contracts, materials, equipment, computer programs, and public improvements contained and authorized herein by this St. Louis Works Construction Ordinance as evidenced by Exhibit "B" attached hereto and on file in the City Register's Office.

Section Three. The work provided for herein shall be carried out in accordance with detailed plans and specifications and necessary supplemental agreements to be approved by the Board of Public Service before bids are advertised therefor.

Section Four. If let by contract said contract, or contracts, shall provide that the contractor, or contractors, doing said work shall guarantee and keep in repair all of the work, equipment and materials used in connection therewith for a term of at least one year, commencing on the date of acceptance of the work by the City.

Section Five. All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages in the City of St. Louis, as determined by the Department of Labor and Industrial Relations of the State of Missouri (Section 290.210 through 290.340 RSMo 1995) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers. All contracts let in connection with the work provided for herein shall be subject to, and in conformance with, all statutes of the State of Missouri and the Charter and Code of the City of St. Louis.

Section Six. Any revenue received by the City from the 50/50 Sidewalk Program, gifts or cooperation agreements shall be deposited to the credit of the individual wards, as established in Ordinance 62206.

Section Seven. To allow full participation and to help in the St. Louis Works Program, and to accomplish the overall goals for the improvements in all twenty-eight wards of the City; the Board of Public Service and the Comptroller are authorized to enter into supplemental agreements with various Federal, State, Local, and private entities to provide for funds, work, site dedications, and acquisitions by negotiations and condemnations.

Section Eight. All specifications approved by the Board of Public Service and contracts let under authority of this ordinance shall provide for compliance with the Presidential Executive Order 11246 and 379 on Equal Opportunity and the Mayor's Executive Order of December 22, 1986 on selection of experts and consultants. The Board of Public Service shall establish goals on all contracts of no less than twenty five (25%) participation by minority subcontractors and material suppliers and no less than five percent (5%) participation by women subcontractors and suppliers. It is the policy of the City of St. Louis to pursue the goal of having thirty percent of apprenticeship positions and twenty-five percent of all other positions involved in construction work in the St. Louis metropolitan area filled by residents of the City of St. Louis of these positions it is intend that one half be filled by members of minority groups and ten percent (10%) by females. The City will make a determination if the contractor has made a good faith effort to achieve this goals.

Section Nine. All sections of this ordinance are and shall be severable. In the event that any section of this ordinance is found to be invalid, the remaining sections of this ordinance shall remain valid and to the benefit of the City.

Section Ten. All advertisements for bids pursuant to this Ordinance shall be subject to Section 8.250, RSMo 1995.

Section Eleven. This being an ordinance to provide for public work and improvements, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

2001	Saint Louis Works		4/27/2001	
Ward 1	Queens	Thekla	Bircher	\$22,000
	Arlington	Thekla	Lillian	\$17,700
	Durant	Bircher	Lillian	\$17,000
	Dressell	Goodfellow	Penrose	\$22,050
	S/W 1&22 Belt	St.Louis ave	Ashland	\$15,250
				\$94,000
Ward 2	Newby	Hallsferry	Riverview	\$47,200
	Church	Hallsferry	Wall St.	\$38,900
	Gast Pl.	Hornsby	South to Dead End	\$3,600
	Fordey	Antelope	Thacher	\$4,300
				\$94,000
Ward 3	Linton	Penrose	W Florissant	\$35,800
	Grove	Carter	Bailey	\$58,200
				\$94,000
Ward 4	Billups	M.L.King	Kennerly	\$54,700

	Taylor Newstead	M.L.K. Dr.M.L.King	North Market Evans	\$30,700 \$8,600 \$94,000
Ward 5	23rd Sullivan	Palm Parnell	Benton Elliot	\$74,900 \$19,100 \$94,000
Ward 6	Shenandoah Mississippi Nebraska	Nebraska Laffayette Sidney	Grand @ Bridge Dk Magnolia	\$72,600 \$15,800 \$5,600 \$94,000
Ward 7	Marion 9th Cushing Gaine Indiana Nebraska	10th Ann Salena Indiana Shenandoah Magnolia	Menard Dead End@ 55 2020 Cushing Devolsey or(Alley) Victor St. Pestalozzi	\$4,700 \$49,700 \$4,900 \$6,600 \$13,100 \$15,000 \$94,000
Ward 8	Botanical Spring	Tower Grove Folsom	E/Cul de Sac@Grand Lafayette	\$82,200 \$11,800 \$94,000
Ward 9 Wedge	Tennessee Oregon Nebraska 3rd 2nd Utah Ohio	Cherokee Gravois Pestalozzi Sidney Utah Broadway Pestalozzi	Potomac Pestalozzi Gravois Lynch Arsenal 2nd Arsenal	\$14,100 \$1,600 \$7,000 \$22,800 \$20,000 \$9,300 \$19,200 \$94,000
Ward 10 Chip&Seal Chip&Seal Chip&Seal	Indiana Winnebago Michigan Potomac Ohio Miami	Potomac Nebraska Chippewa Compton Potomac Compton	S/to Private Compton Winnebago Nebraska Miami Jefferson	\$6,400 \$38,100 \$12,600 \$9,500 \$4,600 \$22,800 \$94,000
Ward 11 Chip&Seal	Bellerive Virginia Dover West Outer Road 7600 N/Tenn(Rear) Vermont Grand	Michigan Bates Colorado Schirmer Bates @	Bellerive Park Dover Virginia Leading to alley work N/Dead End Bellerive Loughborough	\$27,500 \$21,700 \$23,900 \$1,100 \$4,100 \$11,000 \$4,700 \$94,000
Ward 12 Chip&Seal	Allemania Quincy Adkins Germania	Gravois Morganford S/Replacement Gravois	Stolle Ray Morganford	\$13,500 \$15,300 \$5,200 \$60,000 \$94,000
Ward 13 Chip&Seal	Taft Walsh Grand	Grand Ray Bates	Virginia Ulena Eichelberger	\$47,600 \$32,700 \$13,700 \$94,000
Ward 14 S/W16&14	West Ave. Macklind Itaska Gertrude Gannett	Wilcox Southerland Gerritt Ave. Morganford Ridgewood	Eichelberger Eichelberger Gravois Newport Morganford	\$11,100 \$24,900 \$27,700 \$7,400 \$22,900 \$94,000

Ward 15	Utah	Gustine	Roger	\$12,300
	Hydraulic	Gravois	Chippewa	\$10,700
	Fairview	Grand	Gustine	\$30,000
	Fairview	Gustine	Roger	\$9,500
	Fairview	Oak Hill	Bent	\$12,000
	Gustine	Gravois	Chippewa	\$15,000
S/W15&25	Gustine	Chippewa	Dunnica	\$4,500
				\$94,000
Ward 16	Delor	Hampton	Macklind	\$35,400
S/W16&14	Macklind	Southerland	Eichelberger	\$24,900
	Ivanhoe	Chippewa	Murdoch	\$10,500
Chip Cost	Donovan	Chippewa	Nottingham/half way	\$23,200
				\$94,000
Ward 17	<u>B.P.S.</u>		<u>B.P.S.</u>	\$94,000
Ward 18	McPherson	Boyle	Whittier	\$13,200
	Whittier	Olive	Washington	\$7,600
	Enright	Taylor	Newstead	\$17,100
	Enright	Newstead	Pendleton	\$16,100
			<u>B.P.S. 40,000</u>	\$40,000
				\$94,000
Ward 19	Olive	Grand	Spring	\$21,500
	Coleman	N/Market	Cass	\$24,500
			B.P.S. 48,000	\$48,000
				\$94,000
Ward 20	Cintra	Penrose	Carter	\$14,800
	Geraldine	Ashland	Natural Bridge	\$14,700
			50/50 Side Walks	\$18,000
			TREES	\$1,000
			STREET LIGHTING	\$3,000
		B.P.S. HANDY PARK RENOVATIONS		\$42,500
				\$94,000
Ward 21	Newstead	Natural Bridge	Lee	\$34,800
	Fair	Carter	Kossuth	\$29,300
	Carrie	West Florissant	Newstead	\$29,100
Chip Cost	Dangerous	Intersections		\$800
				\$94,000
Ward 22	<i>Plymouth</i>	<i>Goodfellow</i>	<i>Hamilton</i>	\$21,700
	<i>Hodiamont</i>	<i>Page</i>	<i>Julian</i>	\$16,200
S/W 1&22	<i>Belt</i>	<i>St.Louis ave</i>	<i>Ashland</i>	\$15,250
	<i>Belt</i>	<i>Wabada</i>	<i>St.Louis ave</i>	\$34,200
	<i>Chip & Seal</i>	<i>Dangerous Intersection's</i>		\$6,650
				\$94,000
Ward 23	Marmaduke	Ivanhoe	Southwest	\$56,700
S/W24&23	Rabenberg Pl.	Ellendale	W/to RxR Tracks	\$5,600
S/W24&23	Ellendale Pl.	Ellendale	W/to RxR Tracks	\$5,400
	Picadilly	Common Wealth	Manhattan	\$3,700
	Wabash	Mardel	Marquette	\$22,600
				\$94,000
Ward 24	Marconi	Pattison	Northrup	\$5,700
	Marconi	Hwy 44	Southwest	\$47,600
	Mitchell	City Limits	Prather	\$29,700
S/W24&23	Rabenberg Pl.	Ellendale	W/to RxR Tracks	\$5,600
S/W24&23	Ellendale Pl.	Ellendale	W/to RxR Tracks	\$5,400
				\$94,000
Ward 25	Macklind	Fyler	Chippewa	\$52,600
Arthur		Sublette	W/to Alley	\$5,400
Arthur		Macklind	W/to Alley	\$5,400

	Hancock	Sublette	W/to Alley	\$5,400
	Marquette	Macklind	Tedmar	\$2,500
	Potomac	Macklind	Tedmar	\$2,500
	Grace	Osceola	Taft	\$14,300
	37th	Itaska	Neosho	\$5,900
				\$94,000
Ward 26	B.P.S.	Joanne Peebles has the	information	\$94,000
Ward 27	B.P.S.	Pat has the	information	\$94,000
Ward 28	Buena Vista	San Bonita	S/to Cul De Sac	\$14,500
	Alamo	Buena Vista	W/City Limits	\$6,000
	San Bonita	Buena Vista	W/City Limits	\$10,200
	Rosebury	Skinker	W/City Limits	\$9,900
	Northwood	Skinker	W/City Limits	\$9,900
Wydown & Alexander		Skinker	W/City Limits	\$14,500
	Westminster	Skinker	DesPeres	\$29,000
				\$94,000

Approved: June 25, 2001

ORDINANCE #65219
Board Bill No. 54

An ordinance pertaining to South St. Louis Square Park; repealing Ordinance 65153, approved on February 15, 2001, and enacting in lieu thereof a new ordinance authorizing and directing the execution of a lease reviewed and recommended by the Board of Public Service and approved by the City Counselor as to form and as being in all respects consistent with Ordinance 59741, of certain land and a certain building, commonly known as the Schmidt House in said South St. Louis Square Park; and containing an emergency clause.

WHEREAS, the Carondelet Community Betterment Federation (the ACCBF) and the Cultural Resources Office of the Planning and Urban Design Agency have been working to restore the Schmidt House as an historical asset to the community; and

WHEREAS, the CCBF desires to rehabilitate the Schmidt House as a educational and cultural center; and

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

SECTION ONE. Ordinance 65153, approved on February 15, 2001 is hereby repealed and in lieu thereof the following provisions are enacted.

SECTION TWO. The Mayor and the Comptroller are hereby authorized and directed to execute a lease between the City and the Carondelet Community Betterment Federation (the ACCBF) of certain land and a certain building, commonly known as the Schmidt House in South St. Louis Square Park to the CCBF, in substantially the form attached hereto as Exhibit 1, which is incorporated herein and made a part of this ordinance by this reference.

SECTION THREE. This ordinance being deemed necessary for the immediate preservation of the public health and safety is hereby declared an emergency measure pursuant to Sections 19 and 20 of Article IV of the City Charter, and shall become effective upon its passage and approval by the Mayor or its adoption over the Mayor's disapproval.

EXHIBIT 1

LEASE

This Lease "this Lease" made and entered into this ____ day of _____, 20__, (the "Date of this Lease" between the City of St. Louis, Missouri (the City) and the Carondelet Community Betterment Federation (the ACCBF) witnesses that:

WHEREAS, the CCBF and the Cultural Resources Office of the Planning and Urban Design Agency have been working together to restore the Schmidt House as a asset to the community ; and

WHEREAS, the CCBF wants to rehabilitate the Schmidt House as a educational and cultural center; and

WHEREAS, the Mayor and the Comptroller of the City, acting for and on behalf of the City pursuant to the City Charter and Ordinance_____ have been authorized and directed to execute and deliver this Lease; and

WHEREAS, this Lease has been reviewed and favorably recommended in writing by the Board of Public Service, and approved by the City Counselor as to form and as being in all respects consistent with Ordinance 59741, which is codified as Chapter 22.42, Revised Code, prior to the adoption of Ordinance _____ ; and

WHEREAS, this Lease complies with all of the terms, conditions required by said Ordinance 59741 and all procedures specified by said Ordinance 59741 have been followed with respect to this Lease;

NOW, THEREFORE, in consideration of the premises and their mutual promises, undertakings, and agreements hereinafter set forth, the parties hereto agree as follows:

1. LEASED PREMISES. The City hereby leases, lets and rents to the CCBF, and the CCBF hereby leases, lets and hires from the City, subject to all the provisions of this Lease, that certain tract of land and that certain building, commonly known as the Schmidt House (the **Leased Premises**) in South St. Louis Square Park described in Exhibit A and depicted on Exhibit B hereto, which are incorporated herein by this reference.

2. TERM. The initial term of this Lease shall be one (1) year from the Date of this Lease. This Lease may be renewed thereafter for one (1) or more successive renewal terms of five (5) years each upon the same terms and conditions, provided, however, that any such renewal term shall be subject to the approval of the City's Board of Aldermen by Resolution upon favorable recommendation by the City's Director of Parks, Recreation and Forestry and the City's Board of Estimate and Apportionment, obtained prior to the commencement thereof.

3. RENT. As and for rent throughout the initial term and any renewal term hereof, the CCBF shall pay to the City rent in the amount of One Dollar (\$1) per year. The receipt of the rental payment for the entire initial term hereof is hereby acknowledged by the City. Such payment shall be held by the Comptroller in the South St. Louis Square Park Fund authorized by Ordinance 61988, which is codified as Chapter 5.74, Revised Code, for use pursuant to that ordinance.

4. LEASEHOLD IMPROVEMENTS.

a.) As additional consideration for this Lease, the CCBF agrees to commence promptly after the Date of this Lease, those projects, which are hereby expressly authorized, listed and depicted in Exhibit C hereto, which is incorporated herein by this reference, pursuant to plans and specifications approved by the City's Board of Public Service after review by the City's Preservation Board. All such leasehold improvements shall be and remain the property of the City. b.) CCBF agrees and covenants that it will complete any and all renovations or improvements to Schmidt House within one (1) year of the date of this lease. The City may, at its option, terminate this Lease if CCBF fails to complete said renovations or improvements within the specified time period.

5. USE. The Leased Premises shall be held and maintained by the CCBF solely for the use and benefit of the CCBF and the public generally as a cultural and educational center.

6. SIGNS & COMMERCIAL ADVERTISEMENT.

a. No exterior signs shall be erected without the prior written approval of the City's Director of Parks, Recreation and Forestry after review by the City's Preservation Board.

b. Permanent commercial advertisements visible to the public from outside the Leased Premises are prohibited.

7. MAINTENANCE, REPAIRS AND EXPENSES.

a. All costs and expenses of any kind whatever of maintaining, repairing, operating, or which are related to the Leased Premises shall be borne by the CCBF, including, but not limited to, the costs and expenses of the maintenance of all grass, trees, shrubbery and other landscaping from time to time on the Leased Premises. Such maintenance shall be performed in a manner which is approved in advance by the City's Director of Parks, Recreation and Forestry and in complete compliance with all applicable City, State and Federal Codes. All leasehold improvements made within the Leased Premises pursuant to Section 4 hereof, if any, shall be properly maintained and kept in good repair by and at the sole cost and expense of the CCBF.

b. Charges for all utilities, including but not limited to, water, electricity, telephone, security alarm, power, heat, refrigeration, sewage and waste disposal within the Leased Premises shall be paid at the sole cost and expense of the CCBF.

8. CONSTRUCTION OR WORK. Any and all construction or work on the Leased Premises or on or in the facilities thereon by the CCBF shall be done in complete compliance with all applicable City, State and Federal Codes, any requirements or conditions of the City's Board of Public Service, and pursuant to plans and specifications approved by the City's Board of Public Service after review by the City's Preservation Board and subject to approval by or permit of any other City department or agency whose approval or permission may be required under the City Charter or City ordinances prior to the commencement of any such construction or work; provided, however, that construction or work not expressly authorized by this Lease shall also be subject to the approval provisions of said Ordinance 59741, which is codified as Chapter 22.42, Revised Code.

9. LICENSES AND PERMITS. The CCBF will secure and keep in force all licenses and permits required for its use of the Leased Premises. Except as otherwise specifically provided in this Lease, nothing in this Lease shall be construed to exempt the CCBF from the provisions of any City ordinance of general applicability.

10. ENVIRONMENTAL LAWS.

a. The CCBF shall comply in its occupancy and its use of the Leased Premises with any applicable laws pertaining to health of the environment including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as hereafter amended (ACERCLA®), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Hazardous and Solid Waste Amendments of 1984, as hereafter amended (ARCRA®), the Federal Water Pollution Control Act, as now or hereafter amended (AFWPCA®), and any laws of the State of Missouri or any subdivision thereof, relating to the presence of, removal, spill, release, leaking or disposal of oil, petroleum, toxic pollutants, solid waste or other hazardous substances.

b. The CCBF shall, periodically furnish the City's Director of Parks, Recreation and Forestry with satisfactory proof that it is in full compliance with any and all federal and/or state laws and regulations and City ordinances relating to or concerning air quality, water quality, noise, hazardous or toxic materials, hazardous wastes, infectious wastes, solid wastes, underground storage tanks and hazardous building materials. Further, the City shall have the right to inspect any and all portions of the Leased Premises, including facilities or vehicles located thereon, at any time during normal business hours or at any time if the City has reason to believe that a violation of any federal or state law or City ordinance has occurred or is about to occur.

11. INSPECTION. From time to time during the term of this Lease, and in addition to the inspections authorized in Section 10 hereof, authorized personnel of the City shall at all reasonable hours (with reasonable advance notice to the CCBF be permitted to enter upon and inspect the Leased Premises and the facilities thereon in order to ascertain that the Leased Premises and the facilities are being properly maintained and kept in repair and good order by the CCBF.

12. ANNUAL REPORT. The CCBF shall submit to the City's Director of Parks, Recreation and Forestry a written annual report describing in detail its activities and operations on the Leased Premises in the preceding calendar year, by June 30 of each year.

13. INDEMNIFICATION. The CCBF shall indemnify and hold harmless the City, and all its departments, boards, officers, agents, and employees from all suits, actions, loss, expense, or claims or any kind whatsoever, including attorneys' fees and expenses, arising out of or relating in any way to the execution, performance, or non-performance of this Lease or the operation, use, occupancy or any condition of the Leased Premises, or of any improvement, facility, improvement, or thing of any kind on the Leased Premises, or caused by any action or omission, whether or not covered by insurance. The CCBF shall defend the City, at the sole expense of the CCBF, against any such claim, suit or action. This provision shall not apply, however, to any such liability as may be the result of the negligence or willful misconduct of the City or its employees or agents acting within the scope of their employment or agency.

14. INSURANCE.

a. During the term of this Lease, the CCBF shall at no cost or expense to the City, maintain public liability and property damage insurance, naming the City as an insured on forms and with companies reasonably satisfactory to the City, against claims for personal injury, death, or property damage occurring upon, in, or about the Leased Premises and the facilities thereon and on, in, or about the adjoining sidewalks and park area. Said insurance shall be a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and an aggregate amount Two Million Dollars (\$2,000,000.00). The policies for such insurance may be for the mutual benefit of the CCBF (including any entity affiliated with or acting with, under or through the CCBF) and the City, or for the benefit of the City alone.

b. If at any time any of the insurance policies required by this Section shall be or become unsatisfactory to the City, as to form or substance (including coverage amounts) or issuer, the CCBF shall, upon notice to that effect from the City, promptly obtain a new policy, and submit the same for approval to the City's Comptroller, provided, however, that within ten (10) days of receipt of notice to such effect from the City, the CCBF may notify the City that it disputes the content of such notice. In that event, such issue shall be resolved within forty-five (45) days by a panel consisting of the City's Comptroller or her/his designee, a designee of the CCBF, and an insurance broker doing business in the Metropolitan Saint Louis Area jointly selected by the City's designee and the CCBF's designee within ten (10) days after the CCBF's notice under this paragraph.

c. Copies of certificates of all such policies of insurance (or the renewals thereof) showing the City as a named insured shall be forwarded to and maintained on file at all times with the City's Comptroller, accompanied by evidence that the premiums thereon have been paid.

d. All policies of insurance issued pursuant to this Section shall contain an agreement by the insurer that such policies shall not be canceled or altered without at least thirty (30) days prior written notice to the City.

15. NONDISCRIMINATION. The CCBF agrees that in the use of the Leased Premises or in the use of any premises, it will not exclude or discriminate against any person solely because of race, color or creed, sex, sexual orientation, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said Leased Premises.

16. MINORITY PARTICIPATION. As specified in Exhibit D, which is incorporated herein by this reference, the CCBF agrees to maximum utilization of minority business enterprises in construction on the Leased Premises. The CCBF agrees to conform to all applicable federal, state and local equal opportunity laws. The CCBF agrees to designate one of its employees as a Minority Participation Administrator, and to notify the City of the name, business address and telephone number of such administrator. During periods of major construction on the Leased Premises the CCBF shall report monthly to the City's contract

compliance officer the level of MBE and WBE participation in such construction projects. Such reports shall identify the MBE and WBE participants and set forth the amounts paid to such participants and the total project cost.

17. NON-ASSIGNABILITY. Without the prior written consent of the other party first obtained, neither party shall assign, sublease, lease or transfer, in whole or in part, this Lease or such party's interest in the Leased Premises. This Lease shall automatically and forthwith terminate if assigned, sold or otherwise transferred by the CCBF without prior written consent by the City.

18. NOTICE AND OPPORTUNITY TO CURE; TERMINATION. In the event of the CCBF's failure to comply with or perform any of the terms, covenants or agreements herein required to be complied with or performed by the CCBF and the continuation of such failure for sixty (60) days after written notice of such failure from the City to the CCBF (by registered or certified mail, return receipt requested), or, if the failure is of such a character as cannot reasonably be cured within a sixty (60) day period, then upon failure by the CCBF within such sixty (60) day period to undertake such action as reasonably can be taken toward curing same, or failure thereafter diligently to prosecute such action to completion as promptly as reasonably possible after such action is initiated, then such failure shall constitute a breach of this Lease and all rights of the CCBF hereunder, and this Lease, shall cease, terminate, be forfeited, and be void.

19. RE-ENTRY. If this Lease shall be terminated pursuant to Sections 17 or 18 hereof, the City may immediately or at any time thereafter re-enter the Leased Premises and remove therefrom the CCBF, its agents, employees, or other persons, and all or any if its property therefrom.

20. SUCCESSOR AND ASSIGNS. The covenants and agreements herein contained shall bind and inure to the benefit of the City, its successors and assigns, and the CCBF, its successors and assigns.

21. LESSEE'S ACKNOWLEDGMENTS. The CCBF acknowledges that neither expenditures of funds by the CCBF, nor construction of improvements by the CCBF, nor any representation by any City official or employee, shall create any valid expectancy or right in the CCBF to renewal of this Lease, or obligation by the City to renew this Lease, and that the CCBF's performance of all its undertakings in this Lease, over the term thereof, is a valid factor for consideration by the City in determining whether this Lease shall be renewed.

22. REPRESENTATIONS.

a. The CCBF represents and warrants to the City that the CCBF's execution, delivery and performance of this Lease will not conflict with or violate any constitutional provision, statute, rule, order or regulations of any governmental body applicable to the CCBF and will not conflict with or violate any bylaw or rule however denominated of any corporation or any government or governmental agency applicable to the CCBF. The CCBF represents and warrants that the execution and delivery of this Lease has been duly authorized and that no further authorizations or approvals of the CCBF or of any third party or agency are needed or will be needed with respect to the performance by the CCBF of any of its obligations or agreements under this Lease throughout the term of this Lease (except for such routine and customary authorizations, permits or approvals as are described in this Lease).

b. The City represents and warrants to the CCBF that the City's execution, delivery and performance of this Lease, will not conflict with or violate any constitutional provision, statute, rule, order or regulation applicable to the City and will not conflict with or violate the City Charter. The City represents and warrants that the execution and delivery of this Lease has been duly authorized by the City's Board of Aldermen.

23. GOVERNING LAW. This Lease and the rights and liabilities of the parties to this Lease shall be governed by the laws of the State of Missouri. If any provision of this Lease is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provisions of this Lease.

24. CAPTIONS. The captions or headings of the several sections of this Lease are for convenience only and shall not define, limit or construe the contents of such sections.

25. NON-WAIVER. No failure of either party to exercise any power given under this Lease or to insist upon strict compliance with the undertakings, duties and obligations of the other party hereunder, and no custom or practice of either party at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the provisions, covenants, terms and conditions of this Lease.

26. GENDER. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

27. MEMORANDUM OF LEASE. The parties shall record a Memorandum of Lease with respect to this Lease in the real estate records of the City of St. Louis, Missouri.

28. NOTICES AND ADDRESSES. All notices, demands, requests or replies provided for or permitted by this Lease shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service.

Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request, reply or payment, if to the City, delivery of such shall be to the City's Comptroller at the following address:

Comptroller, City of St. Louis
Room 212, City Hall
1200 Market Street
St. Louis, Missouri 63103

With copies to:
Director of Parks, Recreation & Forestry
5600 Clayton Avenue (in Forest Park)
St. Louis, Missouri 63110

And

City Counselor's Office
Room 314 City Hall
1200 Market Street
St. Louis, Missouri 63103

If to the CCBF, delivery shall be to:
Carondelet Community Betterment Federation
6408 Michigan Avenue
St. Louis, Missouri 63111
With a copy to:

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this section.

IN WITNESS WHEREOF, this Lease was executed the day and year first above written.

By: _____

(SEAL)

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Comptroller

(SEAL)

City Register

Approved as to form:

City Counselor

Executed this ____ day of _____, 20 ____.

**EXHIBIT A
DESCRIPTION OF LEASED PREMISES**

Beginning at the southeastern corner of the Schmidt House building which is located at the inside corner of the public sidewalk at the northwest corner of the intersection of South Broadway and Courtois Street, proceed west along the inside edge of the public sidewalk for fifty feet; at that point proceed west along the inside edge of the public sidewalk for fifty feet; at that point proceed north into South St. Louis Square Park for fifty feet; at that point proceed east for fifty feet; and then at that point proceed south for fifty feet along the eastern wall of the Schmidt House Building.

**EXHIBIT B
DEPICTION OF LEASED PREMISES**

**EXHIBIT C
AUTHORIZED LEASEHOLD IMPROVEMENTS**

The Carondelet Community Betterment Federation (CCBF) shall undertake complete rehabilitation of the Anton Schmidt House. Rehabilitation shall be in compliance with the Secretary of the Interior's Standards for Rehabilitation of National Register listed structures. Rehabilitation shall be performed in accordance with attached architectural plans completed by the Sutton Studio Architects, Inc and dated 7/1/00. All work shall be performed in accordance with federal and local regulations including, but not limited to, those regarding hazardous materials, lead paint, asbestos, building codes, and fire safety.

All work, both interior and exterior, shall be reviewed and approved by the staff of the Cultural Resources Office of the Planning and Urban Design Agency and the Department of Parks, Recreation and Forestry, Parks Commissioner's Office. All appeals and disputes will be resolved at a public hearing before the Preservation Board of the City of St. Louis. Lessees will obtain all necessary permits before commencing any work.

EXHIBIT D

**POLICY STATEMENT OF
Carondelet Community Betterment Federation
REGARDING DISADVANTAGED BUSINESS
ENTERPRISE PARTICIPATION**

Qualified and bonafide Minority Business Enterprises (MBE®) and Women Business Enterprises (WBE®) shall have the maximum feasible opportunity to participate fully in the business activities and projects of the Carondelet Community Betterment Federation (CCBF).

The goal of the CCBF is that for all construction projects costing over \$100,000 that thirty percent (30%) of the dollar value of all construction work be performed by MBE/WBE firms certified as such by the City of St. Louis with 25% to be performed by MBE firms and with 5% to be performed by WBE firms.

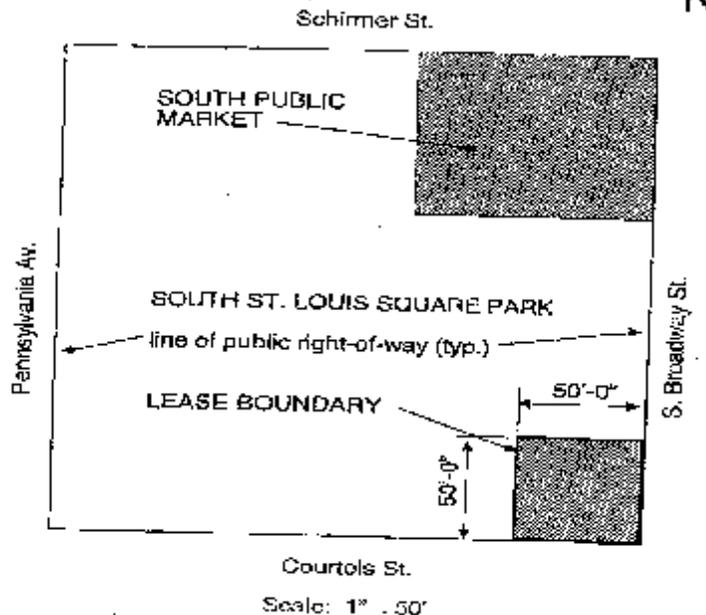
See attached Exhibit B

Approved: June 29, 2001

ORDINANCE #65219 - EXHIBIT B (SCHMIDT HOUSE PROPOSED LEASE AREA)

Map of the City of St. Louis, Missouri, showing the location of the proposed lease area. The map is titled "EXHIBIT B: SCHMIDT HOUSE PROPOSED LEASE AREA". It shows a rectangular area bounded by Schirmer St. to the north, Courtols St. to the south, Pennsylvania Av. to the west, and S. Broadway St. to the east. The area is divided into three sections: "SOUTH PUBLIC MARKET" (top right), "SOUTH ST. LOUIS SQUARE PARK" (middle), and "LEASE BOUNDARY" (bottom right). The "LEASE BOUNDARY" is a shaded rectangular area measuring 50'-0" by 50'-0". A "line of public right-of-way (typ.)" is shown between the park and the lease boundary. A north arrow is located in the upper right corner. The scale is 1" = 50'.

**EXHIBIT B:
SCHMIDT HOUSE PROPOSED LEASE AREA**



ORDINANCE #65220
Board Bill No. 55
Committee Substitute

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Twenty-fifth Ward, as said boundaries are currently defined or as maybe defined in the future, for a period of one year from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

SECTION ONE. LEGISLATIVE FINDINGS.

1. An updated land use plan is currently being developed for the area encompassed within the boundaries of the Twenty-fifth Ward as set forth or as maybe defined in the future.
2. Appropriate locations for liquor licensed establishments will be addressed as part of the development of this land use plan. It is anticipated that, pursuant to the land use plan, package liquor stores and taverns will be considered inappropriate uses in large portions of the Twenty-fifth Ward.
3. Placement of package liquor stores and taverns in inappropriate locations often causes conditions which are not in the best interest of the neighborhood in which they are located.
4. To prevent liquor licenses from being issued for premises at which such use would be prohibited under the land use plan being developed, and to preserve the general welfare of the residents of the Twenty-fifth Ward, it is necessary to impose a moratorium on the issuance of package and drink licenses for premises, other than restaurants, which are not currently licensed. This moratorium will be imposed for one year from the date of passage of this ordinance, approximately the period of time necessary to develop and adopt an updated land use plan.

SECTION TWO. The Excise Commissioner is hereby prohibited, for a period of one year, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises, not licensed as of the effective date hereof, which is located within the boundaries of the Twenty-fifth Ward as said boundaries are currently, or may in the future, be drawn.

SECTION THREE. EXCEPTIONS

Notwithstanding the provisions of section two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289.

SECTION FOUR. 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.

Approved: June 29, 2001

ORDINANCE #65221
Board Bill No. 57

An ordinance establishing a two way stop site for all north-south traffic traveling on 20th Street approaching the intersection of 20th Street and Carr Street and containing an emergency clause.

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

SECTION ONE. There is hereby established a two way stop site for all north-south traffic traveling on 20th Street approaching the intersection of 20th Street and Carr Street. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. 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.

Approved: June 29, 2001

ORDINANCE #65222
Board Bill No. 60

An ordinance pertaining to the closing of Arco Avenue at the north curblineline of Manchester Avenue; repealing paragraph (u) of Section One of Ordinance 64272, thereby reopening Arco Avenue to traffic at such point and containing an emergency clause.

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

SECTION ONE. Paragraph (u) of Ordinance 64272 is hereby repealed, thereby reestablishing the flow of east-west traffic on Arco Avenue at the intersection of Arco Avenue and Manchester Avenue.

SECTION TWO. 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 shall become effective immediately upon its passage and approval by the mayor.

Approved: June 29, 2001

ORDINANCE #65223
Board Bill No. 65

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on Clarence Avenue by blocking said traffic flow at the north curb line of Sacramento Avenue, and containing an emergency clause.

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

SECTION ONE: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, Clarence Avenue at the north curb line of Sacramento Avenue.

SECTION TWO: 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.

Approved: June 29, 2001

ORDINANCE #65224
Board Bill No. 68
Committee Substitute

An ordinance repealing in its entirety Ordinance 64983, approved July 17, 2000 and enacting in lieu thereof a new ordinance prohibiting the issuance of any package or drink liquor licenses for any currently unlicensed premises within the boundaries of the First Ward, as said boundaries are currently, or may in the future, be drawn, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and containing an emergency clause.

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

SECTION ONE. Ordinance 64983, approved on July 17, 2000, is hereby repealed and the following new ordinance is enacted in lieu thereof.

SECTION TWO. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises which is located within the boundaries of the First Ward as said boundaries are currently, or may in the future, be drawn.

SECTION THREE. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to approve transfer of an existing license to another premises within the petition circle of the currently licensed premises as follows:

1. In the case of death of a person licensed under the provisions of this title the Excise Commissioner may transfer the license to the widow or widower or next of kin of such deceased, provided that the transferee meets the requirements and qualifications of this title.

2. In the case of the death or withdrawal of one or more of the members of a partnership to which a license has been issued under the provisions of this title, the Excise Commissioner shall, upon request, transfer the license to permit the remaining

partner or partners to operate the business. A license issued under the provisions of this chapter or title may, in the discretion of the Excise Commissioner, be transferred to any other premises within the petition circle of the currently licensed premises, provided that the licensee had obtained neighborhood consent to operate at the currently licensed premises. Provided, however, that no license issued for a motor vehicle service station business can be transferred to a different location.

SECTION FOUR. 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.

Approved: June 29, 2001

ORDINANCE #65225 Board Bill No. 15

An ordinance approving a Redevelopment Plan for the 7114 Lindenwood Ave. Area ("Area") finding that Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), and containing a description of the boundaries of said blighted area in the City of St. Louis ("City") attached hereto and incorporated herein as Exhibit "A"; finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated January 23, 2001 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied, the redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 7114 Lindenwood Ave," dated January 23, 2001, consisting of a Title Page, a Table of Contents Page, and Fifteen (15) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 7114 Lindenwood Ave. Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated January 23, 2001 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain .

SECTION NINE. The property within the Area is currently unoccupied, but if it should become occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

(a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

(c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

(a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;

- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 1994, as amended, upon application as provided therein.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board 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.

EXHIBIT "A"

THE 7114 LINDENWOOD AVENUE AREA
LEGAL DESCRIPTION

PARCEL 1

CB 4984 LINDENWOOD AVE.
50 FT X 184 FT 6 IN
LINDENWOOD ADDN
BLOCK 50
LOT 3
(498400120)

EXHIBIT "B"
Form: 1/18/01

BLIGHTING STUDY AND PLAN
FOR THE
7114 LINDENWOOD AVE.
PROJECT # 9266
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
January 23, 2001

MAYOR
CLARENCE HARMON

BLIGHTING STUDY AND PLAN FOR
THE 7114 LINDENWOOD AVENUE AREA

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- "A" LEGAL DESCRIPTION
- "B" PROJECT AREA PLAN
- "C" PROPOSED LAND USE
- "D" ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 7114 Lindenwood Avenue Area ("Area") consist of one single-family building in poor condition on land totaling approximately 0.21 acre in the Lindenwood Park neighborhood of the City of St. Louis ("City") and is located in a block bounded by Lindenwood Avenue on the north, River Des Peres on the west, Winona Avenue on the south and Wabash Avenue on the east.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel in City Block 4984. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 6.2% unemployment rate for the City as of October, 2000. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include one unoccupied single-family building in poor condition.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are generally residential.

Residential density for the surrounding neighborhoods is approximately 10.59 persons per acre.

5. CURRENT ZONING

The Area is zoned "A" Single-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "A" Single-Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "A" Single-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed development is residential.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, materials, set back, profile and site layout.

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. **The LCRA may not acquire any property in the Area by the exercise of eminent domain.**

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (1994) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 1994, as amended, upon application as provided therein.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall

take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**THE 7114 LINDENWOOD AVENUE AREA
LEGAL DESCRIPTION**

PARCEL 1

CB 4984 LINDENWOOD AVE.
50 FT X 184 FT 6 IN
LINDENWOOD ADDN
BLOCK 50
LOT 3
(498400120)

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 05/26/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: June 29, 2001

ORDINANCE NO. 65225 - EXHIBITS B, C & D

