

ORDINANCE #66438
Board Bill No. 42

An Ordinance pertaining to surplus equipment to suppress fire or fire protection clothing; authorizing the Supply Commissioner, upon approval of the Board of Standardization, to donate certain used equipment to suppress fires or fire protection clothing to another fire department.

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

SECTION ONE. Notwithstanding the provisions of any other ordinance, the supply commissioner is authorized to donate, upon approval of the Board of Standardization, used equipment to suppress fire or fire protection clothing to another fire department, association or district if the following conditions are met: (1) such equipment is approved by the state fire marshal or his designee, (2) the receiving agency demonstrates to the state fire marshal's office and the supply commissioner that the equipment received works properly and (3) the supply commissioner informs the receiving agency in writing of any defects in the equipment about which is known. The provisions of this section shall not authorize the supply commissioner to donate motor vehicles used to suppress fires.

SECTION TWO. If any other the conditions in Section One is not met, the offer of donation shall be withdrawn and the equipment or clothing shall be returned to the City and shall remain the property of the City.

Approved: October 11, 2004

ORDINANCE #66439
Board Bill No. 130

An ordinance approving a redevelopment plan for the 3401-3509 N. 11th St. and 1100-12 & 1101-11 Destrehan St. Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said 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 Blighting Study and Plan dated May 25, 2004 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 redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that any 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 or otherwise; 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 St. Louis Board of Aldermen ("Board") 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 redevelopment 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 Board, titled "Blighting Study and Plan for 3401-3509 N. 11th St. and 1100-12 & 1101-11 Destrehan St. Redevelopment Area," dated May 25., 2004; consisting of a Title Page, a Table of Contents Page, and fourteen (14) 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, 2000, 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 3401-3509 N. 11th St. and 1100-12 & 1101-11 Destrehan St. Area ("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 _____, 200__ ("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/may not acquire any property in the Area by the exercise of eminent domain or otherwise.

SECTION NINE. The property within the Area is currently partially occupied/unoccupied. 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 contractors, subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Contracts Administration Manager of the City 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, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

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 which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, 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 this Board 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"

**3401-3509 N. 11TH ST. AND 1100-12 & 1101-11 DESTREHAN ST. AREA
LEGAL DESCRIPTION**

1100 DESTREHAN ST.
C. B. 1193 11TH ST.
FARRAR = s ADDN
EAST 1/2 OF BLOCK
(119300160)

1101 DESTREHAN ST.
C. B. 1192 DESTREHAN ST.
50 X 119 FT
FARRAR ADDN
BLOCK 42
BND S. DESTREHAN
(119200210)

3505 N. 11TH ST.
C. B. 1192 N. 11TH ST.
FARRAR ADDN
BND S 50 FT N OF NL DESTREHAN
SEE 11920002000
(119200206)

3509 N. 11TH ST.
C. B. 1192 N. 11TH ST.
47 FT X 118 FT
FARRAR ADDN
BND S 95 FT N. OF NL DESTREHAN
SEE 11920002000
(119200205)

EXHIBIT "B"
Form: 06/03/04

BLIGHTING STUDY AND PLAN
FOR THE
**3401-3509 N. 11TH ST. AND
1100-12 & 1101-11 DESTREHAN ST. AREA**
PROJECT #9716
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
May 25, 2004

MAYOR

FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
3401-3509 N. 11TH ST. AND 1100-12 & 1101-11 DESTREHAN ST. AREA**

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EXHIBITS

- "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 3401-3509 N. 11th St. and 1100-12 & 1101-11 Destrehan St. Area ("Area") encompasses approximately 0.96 acres in the Hyde Park Neighborhood of the City of St. Louis ("City") and is located along the west edge of I-70 south of St. Louis Ave.

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 portions of City Blocks 1192 and 1193. 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 8.3% unemployment rate for the City as of March 2004. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently approximately no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area includes an occupied residential and unoccupied commercial.

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 primarily used for residential uses.

Residential density for the surrounding neighborhoods is approximately 10.27 persons per acre.

5. CURRENT ZONING

The Area is zoned "C" Multi-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 2000, as amended (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 commercial and residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "C" Multiple Family Dwelling and "F" Neighborhood Commercial 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 not be permitted to use said property for the following:

pawn shops, adult bookstores, X-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

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

3. PROPOSED ZONING

The zoning for some of Area can remain "C" Multiple Family Dwelling District but other properties may require rezoned to "F" Neighborhood Commercial 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

Approximately 20 to 40 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development.

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 this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be rehabilitated so that it is an attractive asset to the Hyde Park Historic Neighborhood.

b. Urban Design Regulations

All restoration shall be constructed with the Hyde Park Historic District Standards.

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, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree

lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

d. Fencing

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

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.

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. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

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. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

Painted wall signs, roof signs, pole signs, monument signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

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 three (3) 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 acquire any property in the Area by the exercise of eminent domain or otherwise.

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. (2000) 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 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District taxes which may be assessed for the property located in a Special Business District.

In lieu of the ten (10) year abatement outlined above, a redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include taxes collected for any Special Business District taxes which may be assessed for the property located in a Special Business District, 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 City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and 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"**3401-3509 N. 11TH ST. AND 1100-12 & 1101-11 DESTREHAN ST. AREA
LEGAL DESCRIPTION**

1100 DESTREHAN ST.
C. B. 1193 11TH ST.
FARRAR = s ADDN
EAST 1/2 OF BLOCK
(119300160)

1101 DESTREHAN ST.
C. B. 1192 DESTREHAN ST.
50 X 119 FT
FARRAR ADDN
BLOCK 42
BND S. DESTREHAN
(119200210)

3505 N. 11TH ST.
C. B. 1192 N. 11TH ST.
FARRAR ADDN
BND S 50 FT N OF NL DESTREHAN
SEE 11920002000
(119200206)

3509 N. 11TH ST.
C. B. 1192 N. 11TH ST.
47 FT X 118 FT
FARRAR ADDN
BND S 95 FT N. OF NL DESTREHAN
SEE 11920002000
(119200205)

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 08/02/99

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 Redeveloper 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.

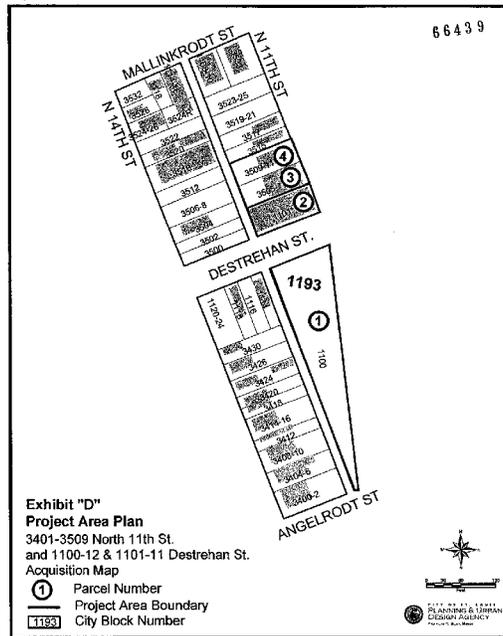
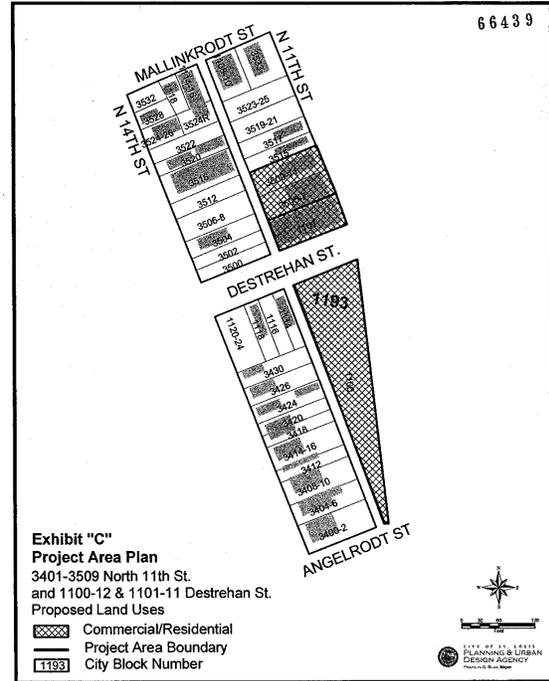
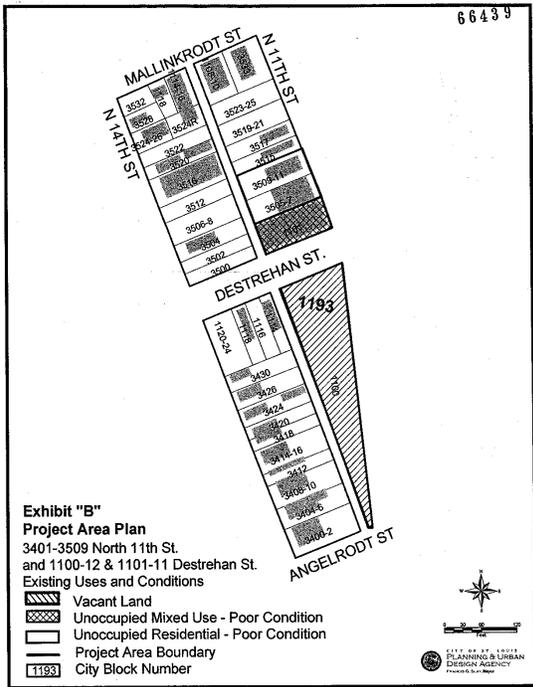
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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: October 11, 2004

ORDINANCE NO. 66439 - EXHIBITS B, C & D



**ORDINANCE #66440
Board Bill No. 84**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto the LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI, a public corporation, created, existing and acting under and by authority of the Municipal Land Reutilization Law of Missouri, certain City-owned property located in City Blocks 2157, 2158, 2159, and 2160; which property is known as 3219 and 3220 Caroline Street, 1313 S. Compton Avenue, and 3223 and 3228 Hickory Street, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto the LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI, a public corporation, created, existing and acting under and by authority of the Municipal Land Reutilization Law of Missouri, certain City-owned property located in City Blocks 2157, 2158, 2159, and 2160; which property is known as 3219 and 3220 Caroline Street, 1313 S. Compton Avenue, and 3223 and 3228 Hickory Street, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and 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, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Exhibit A

QUIT CLAIM DEED

THIS DEED, made and entered into this _____ day of _____, 2004, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and the Land Reutilization Authority Of The City of St. Louis, Missouri, a public corporation, created, existing and acting under and by authority of the Municipal Land Reutilization Law of Missouri, 1015 Locust Street, St. Louis, Missouri 63101 (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated into this deed

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

LAND REUTILIZATION AUTHORITY
OF THE CITY OF ST. LOUIS
(Grantee)

BY: _____
Francis G. Slay
Mayor

BY: _____
Bridget G. Calcaterra
Deputy Director of Real Estate

BY: _____
Darlene Green
Comptroller

Approved as to form:

Thomas J. Ray
Deputy City Counselor

Attest:

Parrie L. May
City Register

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2004, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledged said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2004, before me appeared Bridget G. Calcaterra, to me personally known, who being by me duly sworn did say that she is the Deputy Director of the Real Estate Division of the Land Reutilization Authority, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Commissioners; and said Bridget G. Calcaterra acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

EXHIBIT A

- Parcel 1. Lot 8 in block 5 of Mackenzie’s Addition and in block 2157-N of the City of St. Louis, Missouri, fronting 25 feet on the South line of Caroline Street by depth Southwardly 124 feet to an alley, commonly known as and numbered 3220 Caroline Street. Parcel ID **2157-05-00400**
- Parcel 2. Lots 5 and 6 in block 4 of Mackenzie’s Addition and in block 2158 of the City of St. Louis, Missouri, fronting 50 feet on the West line of Compton Avenue by a depth Westwardly 128 feet to an alley, commonly known as and numbered 1313 S. Compton Avenue. Parcel ID **2158-00-01300**
- Parcel 3. Lot 12 in block 4 of Mackenzie’s Addition and in block 2158 of the City of St. Louis, Missouri, fronting 25 feet on the North line of Caroline Street by a depth Northwardly of 125 feet to an alley, commonly known as and numbered 3219 Caroline Street. Parcel ID **2158-00-01700**
- Parcel 4. East 5 feet of lot 18 and all of lot 19 in block 3 of Mackenzie’s Addition in block 2159 of the City of St. Louis, Missouri, fronting 30 feet on the South line of Hickory Street by depth Southwardly of 125 feet to an alley, commonly known as and numbered 3228 Hickory Street. Parcel ID **2159-00-00200**
- Parcel 5. Lot 13 in block 2 of Mackenzie Addition and in block 2160 of the City of St. Louis, Missouri, fronting 25 feet on the North line of Hickory Street by a depth Northwardly of 120 feet to an alley, commonly known as and numbered 3223 Hickory Street. Parcel ID **2160-00-02000**

Approved: October 18, 2004

**ORDINANCE #66441
Board Bill No. 235**

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 the "Lambert-St. Louis International Airport® Concession Agreement (Telecommunications and Public Pay Telephone Service)" (the "Agreement"), between the City and Southwestern Bell Telephone, L.P., d/b/a SBC Missouri (the "Concessionaire"), a limited partnership organized and existing under the State of Texas, granting to the Concessionaire the non-exclusive right, license, and privilege to operate, manage, and maintain a Telecommunications and Public Pay telephone Service Concession within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, and conditions of the Agreement, which was approved by the Airport Commission and is attached hereto as ATTACHMENT "1" and made a part hereof; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the Agreement; containing a severability clause; 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 for the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the "Lambert-St. Louis International Airport® Concession Agreement (Telecommunications and Public Pay Telephone Service)" (the "Agreement"), between the City and Southwestern Bell Telephone, L.P., d/b/a SBC Missouri (the "Concessionaire"), a limited partnership organized and existing under the State of Texas, granting to the Concessionaire the non-exclusive right, license, and privilege to operate, manage, and maintain a Telecommunications and Public Pay telephone Service Concession within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, conditions, and warranties of the Agreement, which was approved by the Airport Commission and is to read in words and figures as set out in ATTACHMENT "1", which is attached hereto and made a part hereof.

SECTION TWO. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Agreement approved and authorized by this Ordinance and shall not be applicable to any other existing or future concession agreement or other agreements, documents, or instruments unless specifically authorized by ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance shall be of no force or effect as to this Ordinance or the agreements, documents, and instruments approved and/or authorized by this Ordinance.

SECTION THREE. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

SECTION FOUR. 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"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



**SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI
TELECOMMUNICATIONS AND PUBLIC PAY TELEPHONE SERVICE CONCESSION AGREEMENT
NO. AL-341**

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AIRPORT NUMBER AL-341

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
CONCESSION AGREEMENT
(TELECOMMUNICATIONS AND PUBLIC PAY TELEPHONE SERVICE)

THIS AGREEMENT, made and entered into as of the ____ day of _____ 2004, by and between the CITY OF ST. LOUIS ("City"), a municipal corporation of the State of Missouri and Southwestern Bell Telephone, L.P., d/b/a SBC Missouri ("Concessionaire"), a limited partnership organized and existing under the laws of the State of Texas.

WITNESSETH, That:

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

WHEREAS, Telecommunications and Public Pay Telephone Service ("Phone") Concessions at the Airport are essential for proper accommodation of the public;

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

- to provide first-class, state-of-the-art, public pay telephone and ancillary telecommunications services that meet Airport user needs and add value to other Airport services;
- to provide a wide range of high quality Phone services at prices that are attractive to Airport users;
- to provide Phone services that are operated by well trained, efficient, courteous and pleasant staff, capable of providing prompt service with qualified service technicians;
- to be responsive to both Federal Aviation Administration and City goals for Disadvantaged Business Enterprise participation in concessions.

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate Phone concessions at the Airport, and by this process the City has determined that the Concessionaire is a qualified operator of this service and has submitted a bid deemed advantageous to the public and the City;

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:

ARTICLE I
DEFINITIONS

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

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

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the City of 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 the Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"Authority" shall mean the City of St. Louis Airport Authority, the City department responsible for managing and operating the Airport.

"City" as stated in the preamble hereof.

"Concession Fee" shall mean the product of (i) Gross Receipts multiplied by (ii) the percentages specified in Article V hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Year" shall mean one of two (2) consecutive twelve month periods commencing on the first day of the term of the Agreement, as specified in Section 401.

"Dial Around Compensation" shall mean the amount of monetary compensation due local phone service providers from long distance service providers for the use of 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, as they may be amended from time to time.

"Director" shall mean the Director of Airports of the City of St. Louis Airport Authority, and incorporates the granting of approval requirements of Section 1415 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 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 refutably 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 telephone and related installations for purposes of providing services herein, enclosures, wall mounts, any structural devices 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 or internet services.

"Gross Receipts Public Pay Telephone" shall mean the total Local, IntraLATA, InterLATA, 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 the Agreement (e.g. operator assist, direct dial, collect, credit card and billed to third party 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. Any revenues received as Dial Around Compensation as determined by 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 Receipts 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 Receipts 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 setoffs.

"Gross Receipts" shall mean the sum of Gross Receipts Public Pay Telephone, Gross Receipts Pre-Paid Calling Card Vending Machines and Gross Receipts Public Telefacsimile, E-mail and Internet Services.

"Improvements" shall mean all construction and fixtures built or erected by the Concessionaire, and forming a 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.

"Minimum Annual Guarantee" shall mean Concessionaire's minimum annual concession fee as specified in Article V, Section 502 hereof.

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

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

ARTICLE II PREMISES

Section 201. Premises. City hereby permits the Concessionaire to install, maintain and operate Equipment at the locations on Airport property including the Airport Terminals, Concourses, Public Parking Facilities and Baggage Claim/Ticketing Drives, in accordance with Rights granted under Section 301. Rights, as described in Exhibit "A", attached hereto and made part hereof. The rights granted in Section 301 hereof must only be exercised on the Premises.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business, incidental, consequential or special damages resulting from these changes to the Premises.

Concessionaire accepts the Premises "**AS IS**".

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

ARTICLE III CONCESSION RIGHTS

Section 301. Rights. City hereby grants to the Concessionaire, subject to and in accordance with all of the terms, covenants, warrants and conditions of this Agreement including without limitation, the Concessionaire's obligation to install the Equipment, the nonexclusive right, license and privilege and Concessionaire hereby assumes the obligation to install Equipment and to operate, manage and maintain a Telecommunications and Public Pay Telephone Service Concession to include public pay telephone service (Local, IntraLATA, InterLATA, IntraState, InterState, and International Long Distance), pre-paid calling card vending machines, and public facsimile machines, machines with E-mail, Internet capabilities and electronic games within the Premises.

Concessionaire understands and agrees that City may have granted or may grant rights to other Airport tenants to install pre-paid calling card vending machines or to sell pre-paid calling cards or equipment providing e-mail and internet access.

Section 302. Limitation of Rights. The Concessionaire is not granted the right to offer for sale any merchandise, products, or services, or engage in any other business or commercial activity on the Airport that is not specifically granted under this Agreement. If any services or products, other than those specifically mentioned in Section 301 are offered for sale by the Concessionaire, the Concessionaire will cease and desist from any further sale or provision thereof immediately and not later than upon receipt of written notice from the Director.

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on behalf of any company other than itself. City shall be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

ARTICLE IV CONCESSION TERM

Section 401. Term. The term of this Agreement shall consist of two (2) years commencing on May 1, 2004, and ending April 30, 2006, unless sooner terminated in accordance with other provisions of this Agreement.

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. The 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 shall restore the

Premises to the condition that existed at the commencement date of this Agreement, reasonable wear and tear excepted. The City shall have the right to take possession of the Premises with or without due process of law.

ARTICLE V
FEES AND RENTALS

Section 501. General. The Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Sections 502, 505 and 510 and the utilities described in Section 804 of this Agreement, without demand during the term of this Agreement.

Section 502. Concession Fee Payments.

The Concessionaire agrees to pay to City for Contract Years One and Two a sum equal to the greater of the Minimum Annual Guarantee as set out below for each Contract Year or the percentage of Gross Receipts (Gross Receipts multiplied by the applicable percentage set out below) for 1. Gross Receipts Public Pay Telephone (both local and long distance); 2. Gross Receipts Pre-Paid Calling Card Vending Machines; and 3. Gross Receipts Public Telefacsimile, E-Mail, Internet Services and Games.

<u>Contract Years</u>	<u>Minimum Annual Guarantee</u>
Year 1	\$ 114,000.00
Year 2	\$ 104,000.00

Public Pay Telephones Revenue - 24%.

Pre-Paid Calling Card Vending Machines – 24%.

Internet and Games Machines – 24%.

Section 503. Payment. Payments for each Contract Year shall consist of (a) paid in advance, in the manner set forth herein, on or before the first day of Contract Year the Minimum Annual Guarantee for the applicable Contract Year as stated above and (b) paid on or before the 20th day of the month following the anniversary date of the commencement date of each succeeding year of the Concession Term, in the manner set forth herein, an amount equal to, if any, the Concession Fee of the total Gross Receipts earned at the above stated commission rates for the applicable Contract Year that exceeds the Minimum Annual Guarantee for the that Contract Year. (See Section 505 Unpaid Rent and Fees for the amount of any applicable service charge). City and Concessionaire acknowledge that City, as of the execution of this Agreement, is holding over unearned prepaid commissions (“Unearned Prepaid Commissions”) previously paid to City under a preexisting agreement. Consequently, Concession Fee Payments made pursuant to this Section shall be applied as offsets to the Unearned Prepaid Commission amount until such time that the Unearned Prepaid Commission amount is depleted, at which time Concessionaire shall commence commission payments in the manner set forth herein. In the event that the Unearned Prepaid Commission amount is not depleted at the end of the Initial term of this Agreement, and unless otherwise agreed to by both Parties, City shall submit the balance due within thirty days of receipt of Concessionaires final audited report.

Section 504. Reports.

A. The Concessionaire shall submit to the City by the 15th day of the second and each succeeding month of each Contract Year hereof, two copies of an accurate statement of Gross Receipts. This statement shall separately state Gross Receipts for services and locations and be certified as accurate by an officer or authorized representative from of the Concessionaire. The final statement of Gross Receipts will be due by the 20th day of the month following expiration of this Agreement. The Concessionaire shall report Gross Receipts, and the computation of Concession Fee, on the form approved by the Director. The City reserves the right to use these statements of Gross Receipts as a source of information to bidders in a future solicitation for bids for this concession.

B. The Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. 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 Receipts, (ii) the calculation of the total amount payable to the City based upon the Concession Fee, and (iii) the aggregate amount of Gross Receipts and/or goods and services attributable to DBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

If through such audit report it is established that additional fees are due the City, the Concessionaire shall pay such additional fees to the 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 the Concessionaire has overpaid the City, then such overpayment from the Concessionaire shall be credited to the fees and charges next thereafter due from the Concessionaire or paid to Concessionaire after the last Contract year.

C. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, the Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

- D. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.
- E. 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. The Airport Authority reserves the right to investigate, monitor and/or review records for compliance. The Concessionaire shall submit monthly DBE activity reports to the Airport Authority in a form approved by the Director.

Section 505. Unpaid Fees. All unpaid fee payments due the City hereunder will bear a service charge of one-and-a-half percent (1½%) per month if same is not paid and received by the City on or before the 20th of the month in which said payments are due, and the Concessionaire agrees that it will pay and discharge all costs and expenses including attorneys' fees, court costs and litigation costs incurred or expended by the City in collection of said delinquent amounts due including service charges.

Section 506. Performance and Payment Bond. Concessionaire agrees to furnish a Performance and Payment Bond in a form acceptable to City in the principal amount of \$100,000.00 before the Concessionaire performs any work under this Agreement. Such bond, or other form of security, shall remain in full force and effect throughout the term of this Agreement and shall extend one hundred twenty (120) days following the expiration or early termination of this Agreement. In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all fees and performance of all other terms, covenants and conditions of this Agreement. The Performance and Payment Bond will be in the form of 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 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 during the term hereof. City may agree to another form of deposit which will provide equal protection of City's interest. If City cashes the bond or other form of deposit, Concessionaire agrees to furnish a replacement Performance and Payment Bond or other form of deposit in the same principal amount within fifteen (15) days.

Section 507. Prompt Payment of Taxes and Fees. The Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of 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 or under this Agreement, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 508. Accounting Records and Reports. During the term hereof the Concessionaire will make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. The Concessionaire will make same records available in the St. Louis area for one year following the termination of this Agreement. These records will be accessible during usual business hours to the City or its duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City or its duly appointed agents auditors at the Concessionaire's place of records.

Section 509. Audit. City, or its duly appointed agents or auditors, reserves the right to audit Concessionaire, its subcontractors or others doing business under this Agreement, books and records and receipts at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such audit(s), it is established that additional fees or charges are due the City, the Concessionaire shall pay such fees or charges to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Receipts reported by the Concessionaire and Gross Receipts determined by the audit, the cost of the audit shall be borne by the Concessionaire, not to exceed ten thousand dollars (\$10,000).

Section 510. Additional Fees, Charges and Rentals. The Concessionaire will pay additional fees, charges and rentals under the following conditions:

- A. if the City has paid any sum(s) or has incurred any obligation(s) or expense(s) for which the Concessionaire has agreed to pay or reimburse the City, or
- B. if the City is required or elects to pay any sum(s) or incur any obligation(s) or expense(s) because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any term, covenant or condition 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, charges and rental thereafter due hereunder. 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 fees, charges and rentals, as set forth herein.

Section 511. Notice, Place and Manner of Payment. Payments will be made in legal tender of the United States at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as the Director may hereafter notify Concessionaire.

ARTICLE VI
CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service. The Concessionaire warrants, represents, covenants and agrees to meet the City's objectives as set out in the preamble hereof. The Concessionaire shall furnish a first-class Telecommunications and Public Pay Telephone Service Concession serving the needs of all users of the Airport by offering prompt and efficient services that are adequate to meet all reasonable demands thereof. All categories of users will be treated on a fair, equal and nondiscriminatory manner that will reflect credit upon the Concessionaire and the City. The Concessionaire shall provide quality services and products and shall equip, organize, put into service and manage efficiently the Telecommunications and Public Pay Telephone Service Concession to provide service with a clean, attractive and pleasant atmosphere.

Section 602. Telecommunications Act of 1996. Concessionaire shall comply with all requirements of the Telecommunications Act of 1996 and FCC regulations and any ensuing modifications or changes thereof by legislative, regulatory or legal actions during the term of this Agreement. Concessionaire is solely liable for monitoring and compliance with the requirements of this section.

Section 603. Hours of Operation. The hours of operation for serving the public shall be twenty-four (24) hours per day, every day of the year.

Section 604. Promotion. The Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder. The Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by the Concessionaire to diminish the Gross Receipts of the Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 605. Personnel.

- A. The Concessionaire shall maintain a sufficient number of trained personnel on duty at all times to insure that Concessionaire's customers will receive prompt and efficient service at all times. The Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and badges to indicate the fact and nature of their employment. The 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 Phone concession. The Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. The Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, the Concessionaire shall immediately take all steps necessary to remove the cause of the objection.
- B. The Concessionaire, at its cost, acknowledges and agrees that it will conduct employee background checks of each of its personnel if required by the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA") and/or the Airport. The Concessionaire recognizes and agrees that security requirements may change and the Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

The Concessionaire understands and agrees that fines and / or penalties may be assessed by the FAA or the TSA for the Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) as amended or other applicable laws or regulations. The Concessionaire shall promptly reimburse the City (within 30 days of the City's request) for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.

- C. Concessionaire shall provide at least one full-time service technician dedicated to the Airport. Concessionaire shall have available sufficient numbers of qualified service technicians in the Metropolitan area that can respond to major or catastrophic failures in public pay telephone service.

Section 606. Telephone Equipment. Concessionaire shall install and maintain like-new and top quality Equipment in a clean and good appearance as described in Exhibit "B", attached hereto, and at the locations listed in Exhibit "A", and attached hereto. City shall not be responsible for the Concessionaires' goods or Equipment used or maintained at the Airport nor will the City be responsible for damage to the Concessionaires' goods or Equipment from flood, fire, explosion, vandalism or other causes outside the control and responsibility of City.

Section 607. Onset of Service. Concessionaire shall be solely liable and responsible for all costs and expenses pertaining to acquisition, installation, replacement, relocation and maintenance of the Equipment as is necessary to provide service pursuant to this Agreement. At the time of bid, Concessionaire submitted a transition plan and replacement schedule, subject to the approval of the Director, for the efficient transition of service from previous concessionaire. Concessionaire shall be responsible to coordinate the execution of the transition, in accordance with the approved transition plan and replacement schedule, with the previous concessionaire to assure a smooth transition of service with the minimum amount of disruption of service to the traveling public and other users of the public telephone system at the Airport.

Section 608. Equipment Cleaning, Maintenance Checks and Repair.

- A. Concessionaire shall, at its own cost and expense, at all times following the commencement of this Agreement, maintain,

inspect, clean and disinfect its telephones and enclosures, pre-paid calling card vending machines and telefacsimile machines no less frequently than every five (5) days.

- B. Concessionaire and the City shall mutually agree on the format of repair reports. These reports shall be maintained by the Concessionaire for at least one (1) year and submitted to the Director once every six (6) months. Concessionaire shall provide repair service for Equipment twenty four (24) hours a day, seven (7) days per week and shall respond within four (4) hours after so indicated by the computer program check or a report of any equipment or service outage. The Director may order the removal and/or replacement of any Equipment that does not meet reasonable standards.

Section 609. Rates. Concessionaire shall establish rates equal to or less than those rates charged by Southwestern Bell Telephone, L.P. 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 be commensurate with the tariff rates charged at similar sized Airports in the Midwest of the United States 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 prepaid calling card vending machines, public telefacsimile, e-mail and internet services that are commensurate with what is being charged at similar sized Airports in the Midwest of the United States. Concessionaire submitted at time of bid a list of prepaid calling card vending machines, public telefacsimile, e-mail and internet services, as well as current information on rates for prepaid calling card vending machines, public telefacsimile, e-mail and internet services in effect at similar sized airports in the Midwest of the United States, subject to the approval of the Director, and attached hereto as "**Exhibit C**". Concessionaire's rates with respect to prepaid 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 without the prior written approval of the Director. Such rates shall be subject to review for increases only once per year unless a more frequent review is agreed to in writing by the Director. Concessionaire's rates may normally only be increased following substantiation, submitted by Concessionaire, that price movement has occurred for the majority of public pay phone service market in the Metropolitan area. In all cases it is the Concessionaire's responsibility to ensure compliance with the rate requirements of this Agreement for public pay phone service.

Section 610. Directories. Concessionaire shall coordinate the delivery of current directories (white pages and yellow pages) on an annual basis of a type in use throughout the Metropolitan area. Concessionaire hereby agrees to use its best efforts to arrange for the installation of additional directories if deemed reasonably necessary by the Director. The Concessionaire shall provide and install permanently secured "swing away" holders designed to hold such directories unless another method for securing the directories is approved in advance and in writing by the Director.

Section 611. Local Office. Concessionaire shall maintain a local office in the Metropolitan area throughout the term of this Agreement.

Section 612. Manager. The 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 the 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.

Section 613. Conflicts. The Concessionaire shall monitor the movement of its vehicles or Equipment to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with other users.

Section 614. Record Keeping. The Concessionaire agrees to provide a system for the collection of all monies and provision of accounting, audit and statements of Gross Receipts as required by Article V of this Agreement. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of the Concessionaire and DBE participant(s) under this Agreement (these records are to be retained by the Concessionaire). The Concessionaire must also maintain records that document, in a format acceptable to the Director, the portion of Gross Receipts attributable to DBE participants.

Section 615. Transition Period. If applicable, during any future transition of the Phone concession to another concessionaire, the incumbent Concessionaire hereby warrants, represents, covenants and agrees that the Concessionaire shall use its best efforts to assure a smooth transition and agrees to closely coordinate the planning and execution of the transition with the Director.

Section 616. Operation.

- A. The Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, the Concessionaire will provide and be responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies.
- B. The City shall not be responsible for any Equipment, Improvements, supplies or fixtures used, maintained or stored on the

Premises, nor will it be responsible for damage to such items resulting from flood, fire, explosion, vandalism or other causes outside the control and responsibility of the City.

Section 617. Communication.

- A. The Concessionaire's local manager shall schedule monthly or quarterly meetings (at the Properties Department's discretion) with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect the Concessionaire's operation at the City. The Concessionaire shall also be available for meetings at other times as necessary.
- B. The Concessionaire shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way impairs the Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 618. 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 of the complaint and will make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director with a copy of each such complaint and its written response thereto. Concessionaire will also provide the Director with a monthly summary of complaints received together with the resolution/disposition of the complaints.

Section 619. 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 the Concessionaire and not the City.

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 design, erect, construct, equip and furnish all necessary Equipment, that complies with the Technical Specifications of "Exhibit B" of this Agreement, and design, construct and install related facility changes such as reinforcing walls and installing required flooring as needed to provide Telecommunications and Public Pay Telephone Service, pursuant to this Agreement, 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.
 - 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 for its initial as well as future construction. 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.
 - Concessionaire shall submit a St. Louis County building permit number not more than 30 days following submission of the TCA to the Airport Properties Department. (A building permit number is required before the TCA can be approved.)
 - 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 and prior to beginning of work.
 - Concessionaire shall submit a certificate of completion and a certified copy of a St. Louis County occupancy permit, if required, to the Airport Properties Department, as required by Section 706.

In the event Concessionaire encounters material 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 and Concessionaire 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 Concessionaire. Concessionaire shall not be required to perform, without their consent, any work related to asbestos or PCB.

Section 702. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. The Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 703. Contractor's Liability Insurance. In any contract that pertains to improving and equipping the Premises, Concessionaire

shall require the contractor to cause St. Louis County, the 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 the 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 \$2,000,000 for bodily injury and property damage and include the City as an Additional Insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director for approval before any constructing, improving or equipping of Premises commences.

Section 704. Performance and Payment Bonds. The Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance Bonds and Payment Bonds each in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo 1994 as amended. Copies of the bonds shall be given to the Director for approval before work begins. Any sum(s) derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. The 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 the improvements hereunder, the 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. The Concessionaire shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. 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, the Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of Phone services as contemplated hereunder. The Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.
- B. The Concessionaire shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707 and the Tenant Design Standards.
- C. Prior to the erection, construction or placement of any sign, the Concessionaire shall submit to the Director for approval all 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. The Concessionaire shall not place any advertising matter, displays or other literature not directly pertaining to Phone services or other concessions covered by this Agreement. The Concessionaire shall not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All Improvements constructed or placed in the Premises by the Concessionaire as well as all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in the City upon expiration or earlier termination of this Agreement. This vesting of title is subject, however, to the Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance with this Agreement.

The City shall have the option to purchase all of the telephone related installations, enclosures, wall mounts, pedestals and any structural devices 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 or internet services. The prices for the purchase of said equipment shall be equal to or less than the prices set out in "EXHIBIT D". Within sixty (60) days of the commencement of the operation in the Premises, a list of such Equipment shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

All Removable Fixtures shall remain the property of the Concessionaire, and shall be removed by the Concessionaire at date of expiration or early 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.

The City reserves the right and the Concessionaire agrees that the Director may require the Concessionaire to remove any or all Improvements, Equipment and structures, and restore the Premises to the condition that existed at the commencement date of this Agreement, reasonable wear and tear excepted. The Concessionaire agrees to bear all costs of such removals and restorations.

ARTICLE VIII
USE OF PREMISES

Section 801. Compliance with Laws and Regulations.

The Concessionaire shall comply with all rules and regulations which the Director may establish from time to time. In addition, the 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. The Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following which shall be the responsibility of the City:

- A. The structural components of the terminal buildings.
- B. The utility system up to the Concessionaire's point of connection, except where the utility systems are owned or controlled by the utility companies.

The Concessionaire will provide and pay for keeping all of its Equipment, pay telephones, enclosures and improvements in sanitary, clean and in good repair in accordance with Section 608., Equipment Cleaning, Maintenance Checks and Repair, of this Agreement.

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. The Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and the Concessionaire hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business, incidental, consequential, or special damages.

Section 803. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the 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 the Concessionaire has complied and is complying, with the terms, covenants or conditions of this Agreement.
- B. In the event the Concessionaire is obligated but has failed or refused to perform maintenance and make repairs after the City has given the Concessionaire notice to do so, the Concessionaire shall promptly reimburse the City for the cost thereof plus an overhead charge of fifteen percent (15%).
- C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.
- D. To gain access to the Premises in order to perform studies, inspections, assessments, environmental inspections or assessments, etc.

Section 804. Utilities. The City will provide electric power for the operation of the public pay telephones, prepaid calling card machines, fax/internet machines and games. Concessionaire will pay for all electrical connections at points of connection designated by the City. If Concessionaire requires electric power for other purposes the City shall provide a main electric panel from which the Concessionaire shall obtain electricity at a cost based upon metered usage. The Concessionaire shall be responsible for the cost of electric meters and sockets and all connections to and within the Premises. The Concessionaire shall be responsible for any needed modification or upgrade in electrical supply caused by increased lighting or other changes to the Premises made by the Concessionaire.

The Concessionaire shall pay for all costs of other utilities, including but not limited to deposits, installation costs, connection charges, meter deposits and all service charges for telephone and other utility services metered directly to the Premises, regardless of whether or not such utility services are furnished by the City or a utility service company.

The City shall not be liable to the Concessionaire for damages or any losses for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. The Concessionaire does hereby release and discharge the City from any and all inconvenience, claims or cause of actions arising out of or incidental to such interruption, including, without limitation, loss of profit or business or incidental, consequential, or special damages.

Section 805. Interference to Air Navigation. The Concessionaire warrants, represents, and 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 immediately removed by the Concessionaire at its expense. The Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides, the safe and efficient operations of the Airport, or the operations of other tenants and users of the Airport.

ARTICLE IX
LOSS OF AND LIABILITIES PERTAINING TO PREMISES

Section 901. Liability Insurance. The Concessionaire, at its expense and, at all times during the term hereof, shall cause St. Louis County, the City, the Board of Aldermen, the Airport Commission, the officers, agents and employees of said entities and the 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 have arisen out of the activities of the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors pursuant to this Agreement, whether on or off of the Premises or the Airport, under the following types of coverage:

- A. Commercial General Liability;
- B. Automobile Liability (all vehicles, including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of \$5,000,000 comprised of such primary and excess policies of insurance as the Concessionaire finds 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, the City and its Board of Aldermen, Airport Commission, officers, agents, and employees shall be named 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 the Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. In addition, such insurance shall include contractual liability sufficient to cover concessionaire's indemnity obligation hereunder. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City a partner or joint venturer with the Concessionaire in its operations hereunder.

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

Section 902. Property Insurance. The Concessionaire will provide fire, lightening, extended coverage and other related insurance coverage for the full value of the Improvements and Equipment existing or installed on the Premises.

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

If the building is destroyed or damaged to such an extent as to be economically irreparable, the City may terminate this Agreement by written notice to the Concessionaire. All Concession Fee payments will cease as of the date of the destruction or damage.

If the building is repairable, the City will begin such repairs as soon as is practicable. Rental payments on untenable portions will cease as of the date of the damage. Concession Fee payments will continue to be due on the tenantable areas. The City will attempt to find temporary facilities for use by the Concessionaire during the repairs and the Concessionaire will pay Concession Fees for the temporary facilities. City will not be liable or responsible for any losses of any kind whatsoever, including, without limitation, any inconvenience or loss by Concessionaire of business or profit resulting from such damage or any incidental, consequential, or special damages.

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

At least fifteen (15) days prior to the expiration of any such policy, the Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, the Concessionaire shall within fifteen (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 in a company or companies approved by the 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 thirty (30) days written notice to the Director.

Section 905. Conditions of Default. This Agreement shall be considered in default when the Concessionaire fails to comply with any term, covenant or condition of this Agreement. Said default shall constitute a material breach hereof and shall be cause for the termination of the Agreement by the City.

Section 906. Indemnification. The Concessionaire shall protect, defend, and hold St. Louis County, the City, the Board of Aldermen, the Airport Commission, and officers, agents and employees of said entities, 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 attorneys' fees, court costs, and

expert fees), of any nature whatsoever, arising out of the negligent acts or omissions of the Concessionaire's officers, agents, employees, consultants, 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 of St. Louis. The Director or his/her designee shall give to the Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis or his/her designee, after consultation with the Airport Director or his/her designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 907. Adjustment of Claims. The 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 the Concessionaire under this Agreement.

Section 908. Occupancy of Premises. The Concessionaire accepts the Premises "AS IS". The 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 909. 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 or could be covered by an "all risk" physical damage property insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

Section 910. Self-Insurance. Notwithstanding the provisions set forth in this Article IX, Concessionaire may elect to self-insure any and all of the foregoing coverages by notice to the City, provided however, that the City's rights at to such self-insurance shall be not less than would be afforded to the City by a third-party insurer under such a respective policy of insurance. With respect to claims arising out of third party liabilities for all forms of legal liability for personal injury or property damage to others, Concessionaire is self-insured up to a retention level of ten million dollars (\$10,000,000.00). This includes general public liability and auto liability. For workers compensation Concessionaire is self-insured up to a retention level of three million dollars (\$3,000,000.00) per occurrence. Concessionaire carries excess coverage for all of the above-referenced exposures and statutory excess coverage for workers compensation. With respect to auto liability Concessionaire has been approved by the Texas Department of Public Safety and has been assigned Self-Insurer #DI-9. With respect to workers compensation the Workers Compensation Commission, Division of Self-Insurance Regulation has assigned Self-Insurer #CSI 93-0030. Concessionaire is also self insured with respect to property coverage up to twenty-five million dollars (\$25,000,000.00). Above this retention level Concessionaire has Comprehensive All Risk Protection, including earthquake and flood, for all property owned, leased or under its care, custody and control. Loss settlement is based upon replacement cost.

ARTICLE X ASSIGNMENT AND SUBCONTRACTING

Section 1001. Assignment and Subcontracting.

A. The Concessionaire shall not assign or transfer this Agreement.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after written notice thereof to exercise the City's option hereby given to terminate this Agreement no sooner than thirty (30) 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 the Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, Equipment, or the 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 a 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 terminate this Agreement.

B. The Concessionaire shall not sublet the Premises and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the DBE participation goal in Article XII of this Agreement. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, the Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (3) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement.

The parties understand and agree that the Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any provision of this Agreement. There will be no reduction of the Minimum Annual Guarantee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.

- C. No subcontract, sublease, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approval, subcontract, sublease or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of the Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. 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.

ARTICLE XI
TERMINATION OF AGREEMENT IN ENTIRETY

Section 1101. The City's Right to Terminate. The 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 any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a material breach of the Agreement justifying the termination of this Agreement in its entirety.

- A. If the fees, charges, or other money payments which the 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, the 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 sub lessee 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 the Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of the Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of ninety (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 the Concessionaire under this Agreement;
 8. allow a lien to be filed against the Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire that is not removed or enjoined within thirty (30) days;
 9. desert, vacate or discontinue all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;
 10. fail in the performance of any term, covenant or condition herein required to be performed by the 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.

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

Section 1102. The Concessionaire's Right to Terminate.

The 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 the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

- B. If the City shall have abandoned the Airport for a period of at least sixty (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. If the City shall have failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

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

In the event that suit shall be instituted by the City upon the default of payment of charges and fees as provided herein, then the Concessionaire agrees also to pay reasonable attorneys' fees, litigation fees, and court costs.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and the 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 or any other remedies otherwise available to the parties at law or in equity.

ARTICLE XII DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Section 1201. Compliance.

- A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than thirty percent (30%) participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23, Subpart F. The goal shall be measured as a percentage of total Gross Receipts. The goal remains in effect throughout the term of the Agreement and credit toward the DBE goal will only be given for the use of Airport Authority certified DBEs.

The Concessionaire submitted at the time of bid evidence that it completed the applicable good faith efforts procedure specified in the Phone bid specifications.

- B. If these good faith efforts resulted in the fulfillment of the DBE goal, the Concessionaire will not be required to perform additional good faith efforts, except in the event that the Concessionaire's DBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event the Concessionaire's DBE participation fails to continue to meet the goal or comply with applicable federal regulations, the Concessionaire will be required to perform the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following the loss of DBE participation and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.
- C. If these good faith efforts did not result in fulfillment of the DBE goal, the Concessionaire must again complete the good faith efforts procedure specified in the applicable federal regulations for the type of participation sought within four (4) months following commencement of the term of this Agreement and continue at intervals of not less than twelve (12) months, or until the DBE goal is reached by the Concessionaire.
- D. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The 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 23, Subpart F.

The 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.

- E. The Concessionaire shall operate its Phone concession in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. The 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, the City shall have the right to terminate this Agreement.

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 expense, the amounts of which are difficult to ascertain, if 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 set forth below as liquidated damages on the basis of each violation per day, effective and commencing upon receipt of such notice by Concessionaire. Such charges shall be due and payable by the Concessionaire within thirty (30) days of the City's request or notice. In no event shall the liquidated damages paid to City exceed the revenues received by Concessionaire, less commissions previously paid under this Agreement or Unearned Prepaid Commissions as defined above.

VIOLATION	SECOND VIOLATION	THIRD VIOLATION
Violation of Article III, Rights, Limitation of Rights	\$100.00	\$500.00
Violation of Article VI, Concessionaires Operations	\$100.00	\$500.00
Violation of Article VII, Improvement and Alterations	\$100.00	\$500.00
Violation of Article VIII, Use of Premises Clause	\$100.00	\$500.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to the 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, P.O. Box 10212 Lambert Station, St. Louis, MO 63145. All notices, demands, and requests by the City to the Concessionaire shall be sent by certified mail, return receipt requested addressed to:

SBC Public Communications
225 W. Randolph Street – Floor 15
Chicago, Illinois 60606
Attn: Director, Contracts & Legal Affairs

A copy of all notices shall also be mailed to the Airport Business and Marketing Manager at the same address.

Either or both parties 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 the Concessionaire or said Director.

Section 1402. Non-Discrimination and Affirmative Action Program.

- A. The Concessionaire hereto understands and agrees that the City in the 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 a manner prohibited by Part 21 of the Federal Aviation Regulations of the Office of the Secretary of Transportation. The Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.
- B. The Concessionaire agrees that in performing under this Agreement, neither he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. The 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 the following: actions 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. The Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of the 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". The 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. The Concessionaire agrees that should it be determined by the Concessionaire or the City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within ten (10) days of such determination to ascertain the steps to be taken by the Concessionaire to achieve the

provisions of his program.

- E. The Concessionaire will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- F. The 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 the Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, including all labor organizations who may furnish skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.
- G. Whenever the 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, the Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
- H. The 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. The 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. The 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. The 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. The 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 the City nor the 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, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, terrorism or any other circumstances for which it is not responsible or which is not within its control.

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, the City covenants that the Concessionaire on paying the fees and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

Section 1407. Operation and Maintenance of the Airport. The City shall at all times operate the Airport properly and in a sound and economical manner; and the 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 the Site. The Premises from the date hereof until the expiration or early termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the letting thereof by the 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 the 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 the 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 modifications or changes to this document as a condition precedent to granting of funds for the improvement of the Airport, the 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 the City to obtain said Federal Aviation Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made and be construed in accordance with the laws of the State of Missouri, and is subject to the City Charter and ordinances, as may be amended from time to time.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and 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. Previous Agreements. It is expressly understood that the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Concessionaire and the City.

Section 1415. Required Approvals. When the consent, approval, waiver, or certification ("Approval") of other the party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director of Airports and the Concessionaire or its designee.

Section 1416. 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 waiver must be in writing and signed by the party waiving.

Section 1417. 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 the City or the Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1418. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1419. 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. The Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1420. Advertising. The 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 1421. Conflicts Between Tenants. In the event of a conflict between the 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 tenant, licensee, and/or other concessionaire and shall make a final decision to which the Concessionaire agrees to be bound. All determinations by the Director are final.

Section 1422. 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 and is subject to City Ordinance No. 62124.

Section 1423. Solicitation For Bids. The Concessionaire's bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the Solicitation For Bids for Telecommunications and Public Pay Telephone Service Concession at the Airport dated December 1, 2003 is hereby made a part of the this Agreement and is incorporated herein by reference. If an express provision of this Agreement is in conflict with any provision of the Concessionaire's Bid dated January 21, 2004 or the Solicitation For Bids referred to above, the provisions of this Agreement shall prevail.

Section 1424. Americans with Disabilities Act ("ADA"). Concessionaire shall be responsible for compliance with the Federal ADA, plus any federal, state, or local laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1425. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1426. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms, covenants, conditions and requirements of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

Section 1427. Security Plan and Facilities. Concessionaire hereby acknowledges that City is required by Federal Aviation

Regulations, Part 107, to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. City has met said requirements by developing a master security plan for the Airport, and Concessionaire warrants, covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to the Concessionaire hereunder. Concessionaire will promptly (within 30 days of the City's request) reimburse City for all fines or penalties imposed upon City by the FAA resulting from Agent's negligence or failure to act in relation to Part 107.

Section 1428. Environmental Notice. Concessionaire shall promptly notify the Director of (1) any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the City's or Concessionaire's potential obligations or liabilities under the environmental laws, or (2) the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Concessionaire's operations on the Premises.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

CONCESSIONAIRE

ATTEST

Title: _____

Title: _____

Date: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

The foregoing Agreement was approved by the Airport Commission at its meeting on _____ 2004.

Commission Chairman and Date
Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2004.

Secretary, Date
Board of Estimate and Apportionment

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor, City of St. Louis

Comptroller, City of St. Louis

Date _____

Date: _____

ATTESTED TO BY:

Register, City of St. Louis Date

**EXHIBIT "A"
LOCATIONS**

LOCATION	DESCRIPTION	# OF PHONES	PHONE TYPE
MT-ML	Exit MT-11, Across from Mural	12	Wall-phone
MT-ML	Behind Escalator, by Bank	5	Wall-phone
MT-ML	Next to Cocktail Lounge	8	Sit-down
MT-ML	Entrance Corridor to Concourse "A"	8	Sit-down
MT-ML	Carousel M2	2	Stand-up
MT-ML	Carousel M3	3	Wall-phone
MT-ML	Carousel M4	2	Stand-up
MT-ML	Carousel M5	2	Stand-up
MT-ML	Carousel M6	2	Stand-up
MT-ML	Exit MT-17, USO Wall	10	Wall-phone
MT-UL	Exit MT6	7	Wall-phone
MT-UL	Exit MT5	6	Stand-up

MT-UL	Exit MT4	6	Stand-up
MT-UL	Connector Walkway to Metrolink	16	Stand-up
MT-UL	Metrolink, East End	2	Wall-phone
A Gates	Gate A-2, Center Island	8	Sit-down
A Gates	Gate A-3	3	Stand-up
A Gates	Gate A-5, Center Island	8	Sit-down
A Gates	Gate A-8	3	Stand-up
A Gates	Gate A-8, Center Island	10	Sit-down
A Gates	Gate A-9	3	Stand-up
A Gates	Gate A-10/12, Behind Ticket Counter	2	Wall-phone
A Gates	Gate A-14, Center Island	10	Sit-down
A Gates	Gate A-14	3	Stand-up
A Gates	Gate A-15	3	Stand-up
A Gates	Gate A-16	3	Stand-up
A Gates	Gate A-16, Center Island	8	Sit-down
A Gates	Gate A-17	3	Stand-up
A Gates	Gate A-18	3	Stand-up
B Gates	Gate B-4, Center Island, Across from Lounge	8	Sit-down
B Gates	Gate B-6, Center Island	10	Sit-down
B Gates	Gates B-8/10	10	Wall-phone
B Gates	B-16	12	Wall-phone
C Gates	Gate C-2	3	Stand-up
C Gates	Gate C-3	3	Stand-up
C Gates	Gate C-5	3	Stand-up
C Gates	Gate C-5	3	Sit-down
C Gates	Gate C-6	3	Stand-up
C Gates	Gate C-7, Vending Room	5	Wall-phone
C Gates	Gate C-7, Retail side	6	Sit-down
C Gates	Gate C-7, Restroom side	5	Sit-down
C Gates	Gate C-10	2	Sit-down
C Gates	Gate C-10, Behind Smoking Lounge	4	Sit-down
C Gates	Gate C-12	2	Sit-down
C Gates	Gate C-12, Opposite, Next to FIDS	4	Sit-down
C Gates	Gate C-16	3	Stand-up
C Gates	Gate C-18	7	Wall-phone
C Gates	Gate C-17	3	Stand-up
C Gates	Gate C-21	3	Stand-up
C Gates	Gate C-21, Opposite Concessions	3	Sit-down
C Gates	Gate C-23	5	Sit-down
C Gates	Gate C-24, Across from Speedwalk	2	Sit-down
C Gates	Gate C-25	4	Stand-up
C Gates	Gate C-27	3	Stand-up
C Gates	Gate C-25, Vending Area	6	Stand-up
C Gates	Gate C-28, FIS Area	3	Stand-up
C Gates	Gate C-28, FIS Area	3	Stand-up
C Gates	Gate C-28	3	Stand-up
C Gates	Gate C-28	3	Stand-up
C Gates	Gate C-29, Next to Service Center	3	Stand-up
C Gates	Gate C-31	3	Stand-up
C Gates	Gates C-32/34	6	Stand-up
C Gates	Gates C-32/34	6	Stand-up
C Gates	Gates C-33/35	3	Stand-up
C Gates	Gates C-33/35	6	Stand-up
D Gates	Gate D-4	3	Stand-up
D Gates	Gate D-4	3	Stand-up
D Gates	Gate D-6	3	Stand-up
D Gates	Gate D-6	3	Stand-up
D Gates	Gate D-6, Opposite side of concourse	6	Sit-down
D Gates	Gate D-14	3	Stand-up
D Gates	Gate D-14	3	Stand-up
D Gates	Gate D-22, Opposite, in Vending Area	6	Stand-up
D Gates	Gate D-24	3	Stand-up
D Gates	Gate D-24	3	Stand-up
D Gates	Gate D-26, Across from Food Service	6	Stand-up
D Gates	Gate D-26, Across from News/Gift	6	Stand-up
D Gates	Gates D-40/42	3	Stand-up
D Gates	Gates D-40/42	3	Stand-up
D Gates	Gates D-40/42, Opposite side of concourse	6	Stand-up

E Gates	Gate E-33	6	Sit-down
E Gates	Gate E-31	3	Stand-up
E Gates	Gate E-29	3	Stand-up
ET-UL	Gate E-24, Opposite side of concourse	4	Stand-up
ET-UL	Gate E-20/22, Across from Service Center	4	Stand-up
ET-UL	Gate E-20, Opposite side of concourse	4	Stand-up
ET-UL	Gate E-18, Next to bookstore	4	Stand-up
ET-UL	Gate E-18, Center Island	10	Sit-down
ET-UL	Gate E-12, Center Island	10	Sit-down
ET-UL	Gate E-10, Across from Lounge	4	Stand-up
ET-UL	Gate E-8/10, Across from Service Center	4	Stand-up
ET-UL	Gate E-8, Opposite side of concourse	4	Stand-up
ET-UL	Gate E-4, Opposite side of concourse	4	Stand-up
ET-UL	Exit ET-1, east side, Ticketing Lobby	6	Stand-up
ET-UL	Exit ET-1, west side, Ticketing Lobby	6	Stand-up
ET-UL	Exit ET-3, east side, Ticketing Lobby	6	Stand-up
ET-UL	Exit ET-3, west side, Ticketing Lobby	6	Stand-up
ET-LL	Exit ET-14, east side, Baggage Claim	4	Stand-up
ET-LL	Exit ET-14, east side, Baggage Claim	4	Stand-up
ET-LL	Exit ET-14, west side, Baggage Claim	4	Stand-up
ET-LL	Exit ET-14, west side, Baggage Claim	4	Stand-up
Parking	Exit MT-12, Bag Claim Drive	1	Stand-up
Parking	Exit MT-17, Bag Claim Drive	1	Stand-up
Parking	Garage, Green Level, Garage Office	1	Wall-phone
Parking	Garage, Brown Level, East Escalator	1	Stand-up
Parking	Garage, Brown Level, Elevator	1	Stand-up
Parking	Garage, Brown Level, West Escalator	1	Stand-up
Parking	Garage, Yellow Level, East Escalator	1	Stand-up
Parking	Lot D	1	Stand-up
Parking	Lot E	1	Stand-Up
Parking	Pear Tree Lot, Taxi Parking	3	Stand-up
TOTAL		498	
PRE-PAID CALLING CARD VENDING MACHINES			
A Gates	Gate A-2, Center Island	1	
C Gates	Gate C-12, Across from, Next to FIDS	1	
C Gates	Gate C-21, Across from Concessions	1	
C Gates	Gate C-25, Vending Area	1	
D Gates	Gate D-6, Across from	1	
D Gates	Gate D-16, Across from	1	
D Gates	Gate D-26, Across from Food Service	1	
ET-UL	Gate E-18, Center Island	1	
ET-UL	Gate E-12, Center Island	1	
MT-ML	Across from West elevator	1	
TOTAL		10	
MT = Main Terminal	UL = Upper Level		
ET = East Terminal	LL = Lower Level		
ML = Mid Level			

EXHIBIT "B"

**TELECOMMUNICATIONS AND PUBLIC PAY TELEPHONE SERVICE
CONCESSION AGREEMENT**

TECHNICAL SPECIFICATIONS

NOTE: Whenever the Technical Specifications refer to a particular trade name, manufacturer, or model, such reference is intended to indicate the minimum standard or quality required, and the equipment or service provided must, in the opinion of City, be equal to or better than the referenced trade name, manufacturer or model in terms of material, workmanship, service and efficiency.

A. GENERAL SPECIFICATIONS:

1. Up to 10% of the telephones may be coinless instruments. At least 20% of all telephones must be universal sets. At least 20% of all telephones must be equipped with a data port.
2. All sets must be telephone line powered. Note any requirements for commercial power for peripheral equipment. It will be the Concessionaire's responsibility, and at its sole cost, to run conduit and wiring from the nearest available Airport power source to the public pay telephones in accordance with the Airport's Tenant Design

Standards.

3. Push-to-talk, post pay or other non-standard types of telephone equipment are not permitted.
4. All telephones must be wired with a minimum of 2 pair, category 3 wiring, except those phones equipped with a data (modem) port. All modem-port equipped phones must be installed with a minimum of 2 pair, Category 5 wiring.
5. All telephones must be equipped with an answer-only modem for remote download of software programs, configuration files and digitized speech files.
6. Each telephone must have a Handset Amplifier with continuous (thumbwheel) or multistep (a minimum of 3 step changes) volume adjustments.
7. Each telephone must be able to generate "Bong" tone for calling cards.
8. All telephones must issue automated, stored voice prompts for collect calling instructions.
9. Each telephone must store its own complete detailed billing records. These records will be used for tracking individual set activity, not call pricing and bill back.
10. All telephones must be equipped with standard built-in electronic ringer for operator ring—back on incoming calls. The Airport, at its option, may disallow inbound calls to individual pay phones.
11. The keypad on all telephones must be a universal DTMF (Dual Tone Multi-Frequency) dialing with no limit on the number of post-dialed digits. The individual keys themselves must bear both the alpha and numeric characters, including placement of the letters 'Q' and 'Z' on numbers '7' and '9' respectively.
12. Remote diagnostics are required to assist service personnel prior to dispatch. The first troubleshooting step must be to remotely interrogate the telephone to identify the failed component(s) or software. Any telephone reporting or showing diagnostic faults must be removed from service remotely. Removing a telephone from service remotely means disabling dial tone to callers.
13. Handset cords must be a minimum of 36 inches in length, unless the forthcoming Access Board ADA guidelines specify otherwise. All handset cords must be armored to reduce tampering and theft.
14. Each telephone must have a UL (Underwriter's Laboratories) approved self—resetting surge protector on the telephone line, and any external power source.
15. Pay phone installation and mounting must comply with industry standard housing and mounting components from Western Electric, GTE, and ADCO. Compatibility is defined as using same—sized openings with identical mounting brackets and boltholes.
16. The telephone must have an electronic serial number. The telephone must also generate and pass additional ANI digits required by the 1996 Telecommunications Act for calculating per—call compensation.
17. All electrical components, including low-voltage components, must be UL (Underwriter's Laboratories) listed.
18. All phones must be FCC registered for connection to the public switched telephone network.
19. Telephones must have voice prompts to guide the caller and voice error messages that advise the caller what steps they need to take to remedy the situation.

B. COIN-ONLY TELEPHONES:

1. Must use a single electronics board in reinforced ABS plastic housing. The electronic chassis and all connectors must be enclosed to protect against dust and moisture.
2. For caller's use, the telephones must be compatible with 12 or 48 volt escrow systems to track and credit coins deposited.
3. Telephones must be mechanical (GTE or AT&T) or MARS (MS16 or AT&T) coin validator compatible.
4. All coin telephones must have an anti-stuffing device to prevent pay phone fraud.
5. Individual telephone sets must provide complete management reporting of time the telephone was in use, error conditions and exceptions, call detail and coin amounts accumulated.

6. In case tampering is detected, the telephone must be compatible with an external vault alarm switch for audible or dial-out alarm.
 7. Cash box status and reporting must either be polled on demand, or reported automatically by the telephone set. The automatic reporting must be either by scheduled intervals or event driven. Examples of event driven reporting include a full coin box, jammed coin(s), or attempted fraud or tampering.
 8. All installed hardware must be compatible with Western Electric Paystation components including dial/hookswitch assemblies, coin validators and escrow relays.
- C. CREDIT CARD-ONLY TELEPHONES:
1. Each card swipe must result in two "reads". The magnetic stripe on the card must be read once as the card is inserted and read again as the card is withdrawn.
 2. Telephones must accept and validate all major credit cards, including, but not limited to; Visa, MasterCard, American Express, Discover/Novus, Diner's Club and Carte Blanche, provided that the credit card company permits their usage for public pay telephones.
 3. The long distance providers must accept and validate their own calling cards for 0+ calls. The long distance provider must accept and validate LEC calling cards. List all LECs that you have calling card billing arrangements with.
 4. Card swipes or slots must be positioned such that they are easy to use and still discourage dust and dirt from accumulating in the card reader slots.
 5. When any calling/credit card phone is out of service, the dial tone from the telephone must be disabled remotely.
 6. A series of LED or LCD prompts must guide the caller through the process of placing a call.
- D. HOUSINGS AND MOUNTINGS:
1. Dimensions — the housings must meet Bellcore pay phone case dimensions and bolt patterns per "TR-TSY-C00551", "Public Telephone Mountings".
 2. Warranty — All new telephone must be covered under a manufacturer's warranty for a minimum of two years from installation. Warranty coverage must cover immediate replacement of failed telephones to minimize the time telephones are out—of—service.
 3. Exterior housings and casings must offer corrosionprotection, either through choice of materials, or by the coatings and finishes applied to the housings and casings.
 4. Heavy steel construction for all housings and casings are required. Each telephone must have a UL (Underwriter Laboratories) approved self—resetting surge protector on the telephone line, and any external power sources.
 5. Telephone installation and mounting must comply with industry standard housing and mounting components from Western Electric, GTE and ADCO. Compatibility is defined as using the same—sized openings with identical mounting brackets and boltholes.
 6. All electrical components, including low voltage components, must be UL (Underwriter's Laboratories) listed.
 7. Telephones must be FCC registered for connection to the public switched telephone network.
 8. Telephone housings must be constructed from minimum 15— gauge steel, with coin boxes being made of stainless steel.
 9. Telephones must be sealed to prevent liquids from reaching electronic components. External plastic or vinyl covers on keypads are not acceptable means of preventing liquids from compromising telephone integrity.
- E. ENVIRONMENTAL SPECIFICATIONS:
1. Operating ranges for telephones and equipment in service shall be between the limits of -10 to 98 degrees Fahrenheit @ 5-95% RH non-condensing.
- F. YEAR 2000 COMPATIBILITY:
1. Public Pay Telephones will handle "date and time" data substantially error free.

Burundi	\$1.00/3 min
Cambodia	\$1.00/1 min
Cameroon	\$1.00/2 min
Canada	\$1.00/10 min
Cape Verde	\$1.00/2 min
Cayman Islands	\$1.00/3 min
Central African Republic	\$1.00/2 min
Chad	\$1.00/1 min
Chile	\$1.00/10 min
China	\$1.00/8 min
Christmas Island	\$1.00/1 min
Cocos-Kelling Island	\$1.00/1 min
Colombia	\$1.00/5 min
Colombia (Bogota)	\$1.00/8 min
Colombia (Cellular)	\$1.00/5 min
Comoros / Mayotte	\$1.00/1 min
Congo	\$1.00/2 min
Costa Rica	\$1.00/6 min
Croatia	\$1.00/6 min
Cyprus	\$1.00/4 min
Czech Republic	\$1.00/9 min
Denmark	\$1.00/10 min
Diego Garcia	\$1.00/1 min
Djibouti (Republic of)	\$1.00/1 min
Dominica	\$1.00/2 min
Dominican Republic	\$1.00/6 min
Ecuador	\$1.00/4 min
Egypt	\$1.00/2 min
El Salvador	\$1.00/4 min
Equatorial Guinea	\$1.00/2 min
Eritrea	\$1.00/1 min
Faeroe Islands	\$1.00/5 min
Falkland Islands	\$1.00/1 min
Fiji	\$1.00/1 min
Finland	\$1.00/10 min
France	\$1.00/10 min
French Antilles	\$1.00/2 min
French Guiana	\$1.00/3 min
French Polynesia	\$1.00/1 min
Gabon Republic	\$1.00/2 min
Gambia	\$1.00/2 min
Georgia	\$1.00/4 min
Germany	\$1.00/10 min
Ghana	\$1.00/4 min
Gibraltar	\$1.00/4 min
Greece	\$1.00/8 min
Greenland	\$1.00/1 min
Grenada	\$1.00/ 2 min
Guadeloupe	\$1.00/3 min
Guam	\$1.00/6 min
Guatemala	\$1.00/4 min
Guinea	\$1.00/2 min
Guinea-Bissau	\$1.00/1 min
Guyana	\$1.00/1 min
Haiti	\$1.00/3 min
Hong Kong	\$1.00/10 min
Honduras	\$1.00/1 min
Hungary	\$1.00/8 min
Iceland	\$1.00/8 min
India	\$1.00/1 min
Indonesia	\$1.00/5 min

Iran	\$1.00/4 min
Ireland	\$1.00/10 min
Israel	\$1.00/6 min
Italy	\$1.00/10 min
Ivory Coast	\$1.00/2 min
Jamaica	\$1.00/4 min
Japan	\$1.00/5 min
Jordan	\$1.00/3 min
Kenya	\$1.00/2 min
Kuwait	\$1.00/4 min
Kyrgyzstan	\$1.00/2 min
Laos	\$1.00/1 min
Latvia	\$1.00/2 min
Lebanon	\$1.00/2 min
Lesotho	\$1.00/5 min
Liberia	\$1.00/2 min
Libya	\$1.00/2 min
Liechtenstein	\$1.00/7 min
Lithuania	\$1.00/7 min
Luxembourg	\$1.00/4 min
Macao	\$1.00/4 min
Macedonia	\$1.00/2 min
Madagascar	\$1.00/1 min
Malawi	\$1.00/5 min
Malaysia	\$1.00/9 min
Maldives	\$1.00/1 min
Mali	\$1.00/2 min
Malta	\$1.00/4 min
Marshall Island	\$1.00/1 min
Mauritania	\$1.00/2 min
Mauritius	\$1.00/2 min
Myanmar/ Burma	\$1.00/1 min
Mexico	\$1.00/7 min
Mexico City	\$1.00/10 min
Micronesia	\$1.00/1 min
Moldova	\$1.00/4 min
Monaco	\$1.00/7 min
Mongolia	\$1.00/3 min
Montserrat	\$1.00/2 min
Morocco	\$1.00/2 min
Mozambique	\$1.00/2 min
Namibia	\$1.00/5 min
Nepal	\$1.00/1 min
Netherlands	\$1.00/10 min
Netherlands Antilles	\$1.00/2 min
New Caledonia	\$1.00/1 min
New Zealand	\$1.00/10 min
Nicaragua	\$1.00/2 min
Niger	\$1.00/2 min
Nigeria	\$1.00/2 min
North Korea	\$1.00/1 min
Norway	\$1.00/10 min
Oman	\$1.00/1 min
Pacific / Mariana Islands	\$1.00/4 min
Pakistan	\$1.00/1 min
Palau	\$1.00/1 min
Panama	\$1.00/3 min
Paraguay	\$1.00/3 min
Peru	\$1.00/4 min
Peru-Lima	\$1.00/10 min
Philippines	\$1.00/4 min

Poland	\$1.00/6 min
Portugal	\$1.00/9 min
Puerto Rico	\$1.00/8 min
Qatar	\$1.00/1 min
Reunion Island	\$1.00/3 min
Romania	\$1.00/3 min
Romania Bucharest	\$1.00/6 min
Russia	\$1.00/4 min
Rwanda Republic	\$1.00/2 min
Saipan / N. Mariana Island	\$1.00/4 min
San Marino	\$1.00/7 min
Saudi Arabia	\$1.00/2 min
Senegal	\$1.00/2 min
Seychelles	\$1.00/1 min
Sierra Leone	\$1.00/1 min
Singapore	\$1.00/10 min
Slovak Republic	\$1.00/4 min
Slovenia	\$1.00/2 min
South Africa	\$1.00/5 min
South Korea	\$1.00/5 min
Spain	\$1.00/10 min
Sri Lanka	\$1.00/2 min
St. Helena	\$1.00/1 min
St. Kitts and Nevis	\$1.00/2 min
St. Lucia	\$1.00/2 min
St. Pierre & Miquelon	\$1.00/3 min
St. Vincent & Grenadines	\$1.00/2 min
Sudan	\$1.00/2 min
Suriname (Republic of)	\$1.00/1 min
Swaziland (Kingdom of)	\$1.00/3 min
Sweden	\$1.00/10 min
Switzerland	\$1.00/10 min
Syrian Arab Republic	\$1.00/1 min
Taiwan	\$1.00/4 min
Tajikistan	\$1.00/2 min
Tanzania	\$1.00/2 min
Thailand	\$1.00/4 min
Togolese Republic	\$1.00/2 min
Tokelau	\$1.00/1 min
Trinidad & Tobago	\$1.00/3 min
Tunisia	\$1.00/2 min
Turkey	\$1.00/2 min
Turkey-Istambul(Europe & Asia)	\$1.00/6 min
Turkmenistan	\$1.00/2 min
Turks & Caicos Islands	\$1.00/2 min
Uganda	\$1.00/3 min
Ukraine	\$1.00/4 min
United Arab Emirates	\$1.00/2 min
United Kingdon	\$1.00/10 min
Uruguay	\$1.00/2 min
US Virgin Islands	\$1.00/3 min
Uzbekistan	\$1.00/3 min
Vatican City	\$1.00/6 min
Venezuela	\$1.00/5 min
Vietnam	\$1.00/1 min
Western Samoa	\$1.00/1 min
Yemen	\$1.00/2 min
Yugoslavia	\$1.00/2 min
Zaire	\$1.00/2 min

Zambia \$1.00/3 min
 Zimbabwe \$1.00/5 min

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ILD TELECOMMUNICATIONS, INC.

RATE CODE: 12C - ATT EXACT
 DOMESTIC

Class Relation:	ALL-ZPLUS-NAPD-DOM-INTRAST-MO								
MTS MATRIX	ILD-MO-1								
EXP	UPPER	INIT	ADDL	DAY	DAY	EVE	EVE	NIGHT	NIGHT
DATE	LIMIT	PERIOD	PERIOD	INIT	ADDL	INIT	ADDL	INIT	ADDL
12/31/2020	9999	60	60	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89

OPFEE ILD-MO-1

BILL TYPE	BILL	ANI CARD	CALL COLLECT	CREDIT CARD	THIRD PARTY				
BONG-ZP-AUTO	\$4.99	\$4.99							
PERSON-ZM-LIVE	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99				
PERSON-ZM-LIVE	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99				
STATION-ZM-AUTO	\$9.99	\$5.50	\$5.50	\$5.50	\$9.99				
STATION-ZM-LIVE	\$9.99	\$5.50	\$5.50	\$5.50	\$9.99				
TOD DISCOUNT	DOM-Z-1								
UPPER LIMIT	SUN	MON	TUE	WED	THU	FRI	SAT		
7:59	N	N	N	N	N				
16:59	D	D	D	D	D				
22:59	E	E	E	E	E				
23:59	N	N	N	N	N	N	N		

ILD TELECOMMUNICAT-ONS, INC.

RATE CODE: 12C - ATT EXACT
 DOMESTIC

Class Relation:	ALL-ZPLUS-NAPD-DOM-INTRAST-MO-INTERLATA								
MTS MATRIX	ILD-MO-1								
EXP	UPPER	INIT	ADDL	DAY	DAY	EVE	EVE	NIGHT	NIGHT
DATE	LIMIT	PERIOD	PERIOD	INIT	ADDL	INIT	ADDL	INIT	ADDL
12/31/2020	9999	60	60	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89

OPFEE ILD-MO-2

BILL TYPE	BILL	ANI CARD	CALL COLLECT	CREDIT CARD	THIRD PARTY				
BONG-ZP-AUTO	\$4.99	\$4.99							
PERSON-ZM-LIVE	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99				
PERSON-ZM-LIVE	\$9.99	\$9.99	\$9.99	\$9.99	\$9.99				
STATION-ZM-AUTO	\$9.99	\$5.50	\$5.50	\$5.50	\$9.99				
STATION-ZM-LIVE	\$9.99	\$5.50	\$5.50	\$5.50	\$9.99				
TOD DISCOUNT	DOM-Z-1								
UPPER LIMIT	SUN	MON	TUE	WED	THU	FRI	SAT		
7:59	N	N	N	N	N				
16:59	D	D	D	D	D				
22:59	E	E	E	E	E				
23:59	N	N	N	N	N	N	N		
PRE-PAID CARDS			INTERNET ACCESS		GAMES				
\$50 = .33 PER MIN			\$3.50 FOR 10 MIN		.15 PER MIN				

\$30 = .40 PER MIN
 \$20 = .45 PER MIN
 \$10 = .50 PER MIN

EXHIBIT "D"

TELECOMMUNICATIONS AND PUBLIC PAY TELEPHONE SERVICE
 CONCESSION AGREEMENT

EQUIPMENT PURCHASE PRICES
END OF TERM

ADCO Model 800 Series**Enclosures**

One position Unit with Standard 31" Divider Wall	\$66.16
Add-on Unit	\$46.72
One position Unit without Divider Wall Add-On Unit	\$57.80
Add-On Unit	\$38.50

Options

TDD/Writing Shelf Kit	\$ 2.78
37" Divider Wall	\$ 0.98
Duplex Outlet	\$ 0.30

ADCO Model 90L Series**Enclosures and Wall Mounting Brackets**

90L-All Stainless Steel Exterior and Interior	\$14.24
Wall Mount Bracket with Stainless Steel Conversion	\$ 4.94

Pedestals and Mounting Members**Pedestals and Accessories for Mounting Two Booths Side-by-Side**

Pedestal with Silver Mounting Member/Stainless Steel Sleeve	\$14.82
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Pedestals for Mounting 5 or 6 Booths

Pedestal with Silver Mounting Member/Stainless	\$18.56
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TSS Kits

Stainless Steel	\$ 7.02
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Accessories

Adapter bracket for Installing Micorn 4 Portable TDD on top of Shelf	\$ 0.78
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SwingAway Directory Facility

SwingAway 4 1/2" double	\$ 3.22
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Approved: October 21, 2004