

**ORDINANCE #68458**  
**Board Bill No. 193**

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to submit all necessary applications and to enter into agreements with the Missouri Foundation for Health or any other agency (Grant # 09-0005-CAL-09) for the "Asthma Friendly St. Louis" Program and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grants to fulfill the obligations of the grants, and containing an emergency clause.

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

**SECTION ONE:** The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to submit all necessary applications and to enter into any agreements with the Missouri Foundation for Health or any other agency (Grant # 09-0005-CAL-09) for the "Asthma Friendly St. Louis" Program and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grant to fulfill the obligations of the grant.

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

**Approved: October 21, 2009**

**ORDINANCE #68459**  
**Board Bill No. 120**  
**Floor Substitute**

An Ordinance authorizing and directing the Mayor and Comptroller to execute an Intergovernmental Cooperation Agreement ("Intergovernmental Agreement"), attached and incorporated by reference as "Exhibit 1," and Perpetual Roadway Easement Agreement, attached and incorporated by reference as "Exhibit C," by and among the City of St. Louis, Missouri ("City"), the County of St. Louis, Missouri ("County"), and Pinnacle Entertainment, Inc. ("Pinnacle"), pursuant to which the City, as recommended by the Board of Public Service, grants an easement for maintenance to the County for a portion of Weber Road and Carondelet Boulevard; authorizes the use of County procedure for naming all phases of the access road including the renaming of a portion of Weber Road and Carondelet Boulevard to "River City Casino Boulevard;" containing a severability and emergency clause.

**WHEREAS**, Section 16 of Article VI of the Missouri Constitution allows and provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

**WHEREAS**, Sections 70.210 to 70.325 RSMo. (2000), as amended (herein referred to as the "Intergovernmental Agreement Act"), allow and provide, in pertinent part, for municipalities and political subdivisions of the State of Missouri to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, the St. Louis County Council approved Pinnacle to construct and operate a gaming facility in St. Louis County by Ordinance No. 21,908 (the "County Project"); and

**WHEREAS**, the City, the County, the Land Reutilization Authority of the City of St. Louis ("LRA), the St. Louis County Port Authority, The Metropolitan St. Louis Sewer District ("MSD") and Pinnacle entered into an Intergovernmental Cooperation Agreement as of August 10, 2005 (the "2005 Agreement"), pursuant to which the parties thereto agreed to cooperate in connection with the construction of a road that is located partially in the City and partially in the County to the County Project running from the intersection of Weber and Alabama (also known as Lemay) along the River Des Peres to the intersection at Broadway (Phase II of the Access Road) and from Broadway to the County Project (Phase III of the Access Road) which road was referred to in the 2005 Agreement as the "Access Road"; and

**WHEREAS**, pursuant to the 2005 Agreement, the parties thereto agreed to cooperate in connection with (i) the construction of a road (the "Access Road") that is located partially in the City and partially in the County to Pinnacle's gaming and mixed-use facility located on property owned by the County Port Authority (the "County Project") running from the intersection of Weber and Alabama (also known as Lemay Ferry) along the River Des Peres to the intersection at Broadway (Phase 2 of the Access Road) and

from Broadway to the County Project (Phase 3 of the Access Road), and (ii) and improvements to Carondelet Boulevard and Weber Road from Carondelet just west of its intersection with Waddall to the intersection of Weber and Alabama (also known as Lemay Ferry) ("Phase 1 of the Access Road"); and

**WHEREAS**, Pinnacle has made improvements to Phase I of the Access Road which benefit the City; and

**WHEREAS**, the Intergovernmental Agreement provides that the City will grant the County a perpetual easement for the County to maintain that portion of Phase I of the Access Road located within the City boundary and the County agrees to maintain that portion of Phase I of the Access Road located in the City at the expense of the County; and

**WHEREAS**, it is in the best interests of the citizens in the area to give one name to the Access Road (i) in order to avoid confusion on addresses along the road, and (ii) for purposes of getting and keeping traffic to the County Project out of the residential neighborhoods in both the City and the County; and

**WHEREAS**, the City has adopted Ordinance 60797 which governs the naming and renaming of streets located in the City of St. Louis and the County and also has a procedure for naming and renaming streets; and

**WHEREAS**, the Intergovernmental Agreement provides that since the County will be maintaining the Access Road, the City agrees to authorize the use of the County's procedure for naming the Access Road, including renaming Phase I of the Access Road, notwithstanding Ordinance 60797; and

**WHEREAS**, the Intergovernmental Agreement provides that the City, with respect to property within the City boundaries along the Access Road, agrees to the name "River City Casino Boulevard" for the Access Road; and

**WHEREAS**, the City Board of Alderman hereby determines that the terms of the Intergovernmental Agreement are acceptable and that the execution, delivery and performance by the City, the County and Pinnacle of their respective obligations under the Intergovernmental Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents;

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

**SECTION ONE.** The Mayor and the Comptroller are authorized and directed to execute, on behalf of the City, the Intergovernmental Agreement and Perpetual Roadway Easement Agreement as attached hereto and incorporated by reference as Exhibit 1 and Exhibit C and the City Register is hereby authorized and directed to attest to same and to affix the seal of the City thereto.

**SECTION TWO.** The Intergovernmental Agreement shall be substantially in the form on file with the Register with such changes therein as shall be approved by the Mayor and Comptroller with the advice of the City Counselor, and as may be consistent with the intent of this Ordinance and the Intergovernmental Agreement and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

**SECTION THREE.** By and through the execution of the Intergovernmental Agreement and Perpetual Roadway Easement Agreement, the City hereby grants a perpetual maintenance easement to the County for that portion of Phase I of the Access Road in the City limits.

**SECTION FOUR.** Naming the Access Road. In light of the (i) unusual circumstance that portions of the Access Road are located partially in the County and partially in the City, (ii) County's agreement to maintain the Access Road, (iii) desire of Pinnacle and the County to name the Access Road "River City Casino Boulevard," the City shall, in this sole instance, authorize the use of the County's procedures for naming the Access Road and renaming Phase 1 of the Access Road in lieu of the procedures and limitations set forth in City Ordinance 60797.

**SECTION FIVE.** Additional Authority. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

**SECTION SIX.** Recording of the Intergovernmental Agreement. Upon execution of the Intergovernmental Agreement and the Perpetual Roadway Easement Agreement, the Register or designee shall cause a copy of the Intergovernmental Agreement and Perpetual Roadway Easement Agreement to be filed in the office of the Recorder of Deeds of the City and County.

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

**SECTION EIGHT.** Emergency Clause. This being an ordinance for the preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

### EXHIBIT 1 TO BOARD BILL 120FS

#### Intergovernmental Agreement

##### INTERGOVERNMENTAL COOPERATION AGREEMENT

This INTERGOVERNMENTAL COOPERATION AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2009 by and among ST. LOUIS COUNTY, MISSOURI, a constitutional charter county and political subdivision of the State of Missouri (the "County"), the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the "City") and PINNACLE ENTERTAINMENT, INC., a Delaware corporation ("Pinnacle").

WHEREAS, The St. Louis County Port Authority (the "County Port Authority"), the Land Reutilization Authority of the City of St. Louis ("LRA"), St. Louis County, Missouri, the City of St. Louis, Missouri, Pinnacle Entertainment, Inc. and The Metropolitan St. Louis Sewer District ("MSD") entered into an Intergovernmental Cooperation Agreement as of August 10, 2005 (the "2005 Agreement"); and

WHEREAS, pursuant to the 2005 Agreement, the parties thereto agreed to cooperate in connection with (i) the construction of a road (the "Access Road") that is located partially in the City and partially in the County to Pinnacle's gaming and mixed-use facility located on property owned by the County Port Authority (the "County Project") running from the intersection of Weber and Alabama (also known as Lemay Ferry) along the River Des Peres to the intersection at Broadway (Phase 2 of the Access Road) and from Broadway to the County Project (Phase 3 of the Access Road), and (ii) and improvements to Carondelet Boulevard and Weber Road from Carondelet just west of I-55 to the intersection of Weber and Alabama (also known as Lemay Ferry) ("Phase 1 of the Access Road"); and

WHEREAS, in accordance with the 2005 Agreement, the County and Pinnacle executed a certain Road Development Agreement dated August 26, 2005 and First Amendment thereto dated June 6, 2008, concerning the Access Road (together the "Road Development Agreement"); and

WHEREAS, the parties wish to clarify the boundaries of Phase 1 of the Access Road which has been completed by Pinnacle subject to satisfaction of punch list items and the maintenance of Phase 1 by the County; and

WHEREAS, it is in the best interests of the citizens in the area to give one name to the Access Road (i) in order to avoid confusion on addresses along the road, and (ii) for purposes of getting and keeping traffic to the County Project out of the residential neighborhoods in both the City and the County; and

WHEREAS, the City has adopted Ordinance 60797 which governs the naming and renaming of streets located in the City of St. Louis; and

WHEREAS, St. Louis County Department of Highways and Traffic has adopted the "Procedure for Change of Street Name in St. Louis County, Missouri" which governs the renaming of streets located in St. Louis County and also has a procedure for naming new streets (collectively, the "County Procedures"); and

WHEREAS, since the County will be maintaining the Access Road, the City and the County desire to use the County Procedures for naming Phases 2 and 3 of the Access Road and renaming Phase 1 of the Access Road and assigning addresses along the entire Access Road; and

WHEREAS, the parties hereto believe that the name "River City Casino Boulevard" for the Access Road will (i) enhance the flow of traffic directly to the County Project, and (ii) recognize the significance of the County Project to the area including Pinnacle's investment in the County Project which will include (a) a gaming and multi-use complex with restaurants, an entertainment venue, and other amenities, (b) the construction of the Access Road and improvements to Access Road, and (c) the payment of rents generated by the Project to the County Port Authority which will be reinvested in the community pursuant to the Lemay Development Plan; and

WHEREAS, the City, the County and Pinnacle own property along the Access Road and desire the name "River City Casino Boulevard" for the Access Road; and

WHEREAS, the Access Road will significantly benefit the City and encourage redevelopment within the City;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the 2005 Agreement, or the Road Development Agreement, as applicable.
2. **Statutory and Ordinance Authority.** The parties enter into this Agreement within the contemplation and purview of Sections 70.210 through 70.325 RSMo., as amended, and St. Louis County Ordinance No. 24024.
3. **Effective Date of Agreement.** This Agreement shall become effective upon its execution by all parties hereto (the "Effective Date").
4. **Phase 1 Boundary and Improvements.** The parties confirm that Phase 1 of the Access Road extends from that portion of Carondelet Boulevard from the west side of the intersection of Waddell and Carondelet to the intersection of Weber and Alabama/Lemay Ferry Road, all as shown on Exhibit A attached hereto, and that Pinnacle has made those improvements listed on Exhibit B (Phase 1 Improvements) required of Pinnacle under the 2005 Agreement and the Road Development Agreement. The parties further confirm that the portion of Phase 1 of the Access Road that is within the City shall not extend beyond the curb of the Access Road as provided by the Easement attached hereto as Exhibit C.
5. **Obligations of the County for with respect to the Improvements.**
  - a. The County confirms that it shall take all actions necessary to maintain or cause to be maintained Phase 1 of the Access Road under the terms

and conditions of the 2005 Agreement and the Road Development Agreement in conformity with the standards for maintaining roads with similar volume levels in the County and the City (with the higher standard to apply) upon the execution and delivery of the Easement for Maintenance (described in Section 7 hereof) by the City to the County. Maintenance of Phase 1 of the Access Road by the County shall include all matters related to the operation of Phase 1 of the Access Road including traffic control, parking, and all signage related to the operation of Phase 1 of the Access Road ("Signage") with the exception of street lights along Phase 1 of the Access Road as set forth in this subparagraph. To the extent that the County can not place Signage in Phase 1 of the Access Road, the County may install and maintain Signage in City right-of-way adjacent to Phase 1 of the Access Road upon notification to the City. The parties acknowledge that the City currently has street lights installed in City right-of-way adjacent to Phase 1 of the Access Road, and the parties agree that the City shall maintain street lights for Phase 1 of the Access Road and the County's Signage or maintenance of Phase 1 of the Access Road shall not interfere with the City's maintenance of such street lights. The County confirms its obligation to maintain Phase 1 of the Access Road which shall survive termination of the Agreement and shall be an obligation of the County under the Road Development Agreement.

b. The County will change the street signs to reflect that Phase 1 of the Access Road is renamed to River City Casino Boulevard.

6. **Actions to Facilitate Access Road.** The County, the City and Pinnacle hereby agree to take action in accordance with the terms of this Agreement to facilitate the maintenance of Phase 1 of the Access Road.

7. **Perpetual Roadway Easement .** The City will transfer a perpetual exclusive roadway easement for that portion of Phase 1 of the Access Road which is located in the City. The easement shall be in substantially the form attached as Exhibit C hereto.

8. **Use of County Procedure for Change of Public Street Name.** In consideration for the County's undertaking the obligation to use the County Procedures to name and rename the Access Road and to maintain the entire Access Road pursuant to this Agreement, the 2005 Agreement and the Road Development Agreement, the City agrees that notwithstanding the requirements of City Ordinance 60797, which governs the naming and renaming of streets located in the City of St. Louis, the County and Pinnacle may use the County Procedures to change the name and to name (as applicable) the Access Road "River City Casino Boulevard" and to assign addresses thereto, in lieu of the City's procedure. The County agrees to use the County Procedures to change the name and to name (as applicable) the Access Road "River City Casino Boulevard" and to assign addresses thereto notwithstanding the City's procedures. The parties hereto each agree to take all necessary action in connection with naming and renaming the Access Road including executing any required petitions. Pinnacle shall be Petitioner pursuant to the County Procedures to change the name of Phase 1 of the Access Road to "River City Casino Boulevard," and Pinnacle shall assist the County as necessary to name Phases 2 and 3 of the Access Road "River City Casino Boulevard."

9. **Lighting, Signage on Phase 2 and Phase 3 of the Access Road.** In consideration for the County's obligation to maintain Phase 2 and Phase 3 of the Access Road, the City and County agree that with respect to any lighting and signage on Phase 2 and Phase 3 of the Access Road right-of-way, the County's laws shall apply.

10. **Introduction of Ordinances; Resolutions.** The parties hereto agree to take all actions, including introducing and seeking the passage of any ordinances and resolutions necessary to perform their respective obligations under this Agreement.

11. **Cooperation.** Each of the parties hereto agrees to cooperate with and act in good faith towards the other parties hereto and shall execute such other and further documents and do such further acts as may be required to effectuate the spirit and intent of the parties hereto and to carry out the terms and intent of the 2005 Agreement, the Road Development Agreement, this Agreement and the City Redevelopment Agreement, to the extent applicable to each party.

12. **Notices.** Unless otherwise indicated, all notices, waiver and consents required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by verifiable facsimile or mailed by Certified Mail or Registered Mail, or by a recognized overnight courier delivery service, postage prepaid, to the respective parties at the addresses set forth as follows on or before the date such notice, waiver of consent must be given:

If to the County:	Office of County Executive 9th Floor, 41 S. Central St. Louis, Missouri 63105 Attn: Charlie A. Dooley Facsimile: (314) 615-3727
With a copy to:	County Counselor 9 <sup>th</sup> Floor, 41 S. Central Avenue Clayton, Missouri 63105 Facsimile: (314) 615-3732
If to the City:	Executive Director for Development 200 City Hall St. Louis, Missouri 63103 Facsimile: (314) 622-4061
with a copy to	City Counselor 314 City Hall St. Louis, Missouri 63103 Facsimile: (314) 622-4956
If to Pinnacle:	3800 Howard Hughes Parkway Suite 1800

Las Vegas, Nevada 89109  
Attention: John A. Godfrey, General Counsel  
Facsimile: (702) 784-7778

with a copy to

Jerry Riffel, Esq.  
Lathrop & Gage, L.C.  
2345 Grand Boulevard, Suite 2400  
Kansas City, Missouri 64108  
Facsimile: (816) 292-2001

13. **Agreement.** This Agreement, the 2005 Agreement and the Road Development Agreement represent the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral communications between the parties regarding such subject matter except for those independent obligations of any parties hereto set forth in the City Redevelopment Agreement. The 2005 Agreement is still in full force and effect in its entirety.

14. **Assignment.** This Agreement may not be assigned by any of the parties hereto except that Pinnacle may assign this Agreement to a wholly owned subsidiary or a subsidiary in which Pinnacle owns at least 90% of the outstanding stock or equity and provided that such assignment shall not relieve Pinnacle of any of its duties, obligations or liabilities under this Agreement.

15. **Severability.** If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.

16. **Waiver.** The failure by any party at any time hereafter to require strict performance by the other parties of any provision of this Agreement shall not waive, affect or diminish any right of any party thereafter to demand strict compliance and performance therewith.

17. **Binding Agreement.** The covenants, agreements, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of a party represents and warrants that he/she is acting officially and properly on behalf of his/her respective institution and have been duly authorized, directed and empowered to execute this Agreement on behalf of such institution.

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

20. **Venue.** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement or regarding its alleged breach, shall be

instituted only in the Circuit Court of St. Louis City, Missouri, and each party consents and submits to the jurisdiction of such court.

21. **Attorney's Fees.** If any party brings any action or suit under this Agreement against another party or parties, then in such event the prevailing party, whether by final, non-appealable judgment or out of court settlement, shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees and costs.

22. **Indemnification of City.** To the extent permitted by law, the County shall indemnify and defend the City, its governing body members, officers, agents, attorneys, employees and independent contractors ("City Indemnitees") against all claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, attorney's fees and litigation costs, whether incurred for a City Indemnitee's primary defense or for enforcement of its indemnification right, including, without limitation, any claim for harm, injury or death to any person, or damage to property or to the environment arising out of or in connection with the Access Road. The foregoing notwithstanding, in no event shall the County be liable for any loss, cost, damage or expense arising out of death or injury to persons, or loss of or damage to property caused by or resulting from the gross negligence or willful misconduct of a City Indemnitee. Promptly after receiving notice, the County shall, at the County's expense, investigate, respond to, and defend any claim asserted against any City Indemnitee, subject to the foregoing limitations. Notwithstanding anything herein to the contrary, the provisions of this Section 21 shall survive termination of this Agreement.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

SIGNATURE PAGE TO INTERGOVERNMENTAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ST. LOUIS COUNTY, MISSOURI

By: \_\_\_\_\_  
Printed Name: Charlie A. Dooley  
Title: County Executive

Attest:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved:

Approved as to Legal Form:

\_\_\_\_\_  
Sheryl Hodges  
Department of Highways and Traffic

\_\_\_\_\_  
Patricia Redington, County Counselor

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF ST. LOUIS    )

On this \_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said state, personally appeared Charlie A. Dooley who acknowledged himself to be the County Executive of St. Louis County, Missouri, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:

SIGNATURE PAGE TO INTERGOVERNMENTAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ST. LOUIS CITY, MISSOURI

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

Attest:

\_\_\_\_\_  
Register

Approved as to Form:

\_\_\_\_\_  
City Counselor

STATE OF MISSOURI     )  
  ) ss  
CITY OF ST. LOUIS     )

On this \_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said state, personally appeared Francis Slay who acknowledged himself to be the Mayor of the City of St. Louis and Darlene Green, who acknowledged herself to be the Comptroller of the City of St. Louis and that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:

SIGNATURE PAGE TO INTERGOVERNMENTAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

PINNACLE ENTERTAINMENT, INC.

By: \_\_\_\_\_  
Printed Name:  
Title:

Attest:

\_\_\_\_\_  
Printed Name:  
Title:

STATE OF NEVADA

COUNTY OF CLARK

On this \_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said state, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of Pinnacle Entertainment, Inc., a Delaware corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT A**  
Description of Phase 1



**EXHIBIT B**

## Phase 1 Improvements

The scope of work for the Lemay Access Road Phase I (I-55 to Lemay Ferry/Alabama) is to enhance the existing four lane roadway, otherwise known as Carondelet Boulevard, south to the intersection with Weber Road, and then continuing southward to just north of the intersection of Lemay Ferry Road/Alabama Avenue. The enhancements start just south of the intersection of Carondelet and Poepping Street as set forth in the plans and specifications approved by the St. Louis County Department of Highways, which include, but are not limited to, the following:

- Removal and replacement of sidewalks and curb and gutter on both sides of the roadway. Sidewalks will now meet Americans with Disabilities Act (ADA) standards on the west side of the roadway.
- Removal and replacement of commercial and private driveway aprons within the right of way to match new curb and gutter elements.
- Removal and replacement of the Weber Road Bridge and all associated utility relocations.
- Removal and replacement of concrete barrier wall and guardrail along the elevated pavement of the east side of the roadway along River Des Peres.
- Removal and replacement of the mainline asphalt pavement which includes milling of the existing asphalt pavement surface and replacement with new asphalt to create the final driving surface.
- Relocation and adjustment of existing utilities.

**EXHIBIT C**  
Easement

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Roadway Easement Agreement  
Date of Document: \_\_\_\_\_  
Grantor: City of St. Louis, Missouri  
Grantor's Address: 1200 Market Street, Room 314, City Hall, St. Louis, Missouri 63103  
Grantee: St. Louis County, Missouri  
Grantee's Address: 9<sup>th</sup> Floor, 41 S. Central Avenue, Missouri 63105  
Legal Description: See **Exhibit "A"** attached hereto.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Roadway Easement Agreement. In the event of a conflict between the provisions of the attached Roadway Easement Agreement and the provisions of this cover page, the attached Roadway Easement Agreement shall prevail and control.

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**PERPETUAL ROADWAY EASEMENT**

**THIS PERPETUAL ROADWAY EASEMENT ("Easement")** is made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **THE CITY OF ST. LOUIS, MISSOURI ("Grantor")** and **ST. LOUIS COUNTY, MISSOURI, OF THE COUNTY OF ST. LOUIS, STATE OF MISSOURI, C/O DEPARTMENT OF HIGHWAYS AND TRAFFIC, 41 South Central, Clayton, Missouri ("Grantee")**.

*WITNESSETH*, that the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto said Grantee, the following described interest in real estate situated in the City of St. Louis and State of Missouri on the terms and conditions as provided herein as follows:

1. Roadway Easement. Pursuant to Ordinance No. \_\_\_\_\_, Grantor hereby grants to Grantee a perpetual exclusive, easement or right-of-way on the real property described in Exhibit A attached hereto (the "Roadway") for the purpose of and to be used as a public road upon the terms and conditions set forth herein to Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto said Grantee, and to its successors and assigns forever.

2. Maintenance on Pipe. Notwithstanding anything herein to the contrary, the Grantee shall have no maintenance requirements with regard to the Grantor's water pipe located under the Roadway ("Pipe"), and Grantor shall assume all obligations to repair, maintain and replace the Pipe unless the Pipe is damaged by Grantee while performing road maintenance repairs. If the Pipe is damaged by Grantee then the Pipe shall be repaired at the sole cost and expense of and by the Grantee. Grantor acknowledges and agrees that any and all damage to the Roadway caused by Grantor's repair, maintenance or replacement of such Pipe shall be repaired at the sole cost and expense of and by the Grantor. In the event that Grantor is required to make any repair to the Pipe, Grantor shall apply to Grantee for a Special Use Permit at least two (2) days prior to commencement of repairs. If emergency repairs to the Pipe are necessary, Grantor shall immediately begin repairs and apply for such permit with as much notice to Grantee as practical. Grantee shall not unreasonably withhold issuance of such permit.

3. Maintenance of Roadway. Grantee shall maintain the Roadway in conformity with the standards for maintaining roads with similar volume levels in St. Louis City and St. Louis County, Missouri (with the higher standard to apply); such maintenance shall include, but is not limited to all matters related to the operation of the Roadway including traffic control, parking and all signage related to the operation of the Roadway, plowing snow, patching/repairing and striping the Roadway and issuing permits.

4. Miscellaneous.

a. Binding Effect. This Easement and all provisions hereof shall inure to the benefit of and be binding upon the Grantor and the Grantee and their respective heirs, personal representatives, successors and assigns. The benefit and the burden of this Easement and the covenants and agreements contained herein shall run with the land.

b. Severability. Whenever possible, each provision of this Easement and any related document shall be interpreted in such a manner as to be valid under Missouri law. If any of the foregoing provisions or provisions of a related document are deemed to be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Easement or the related document.

c. Choice of Law. This Easement and each and every related document, is to be governed by, and construed in accordance with, the laws of the State of Missouri.

d. Recording. This Easement shall be recorded in the City of St. Louis, Missouri.

e. Force Majeure. Neither Grantor nor Grantee should be deemed in violation of this Easement if it is prevented from performing any obligation hereunder by reason of strike, boycott, labor disputes, embargoes, shortage of materials, acts of god, acts of riots, acts of public enemy, acts of a superior governmental authority, rebellion, or sabotage or any other circumstances for which it is not responsible and which is not within its control.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand the day and year first above written.

Grantor

Grantee

\_\_\_\_\_  
Francis G. Slay  
Mayor, City of St. Louis

\_\_\_\_\_  
Charlie A. Dooley  
County Executive, County of St. Louis

ATTEST:

\_\_\_\_\_  
Darlene Green  
Comptroller, City of St. Louis

\_\_\_\_\_

Approved as to legal form:

Approved as to legal form:

\_\_\_\_\_  
City Counselor

\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
Register

STATE OF MISSOURI     )  
   ) SS.  
 CITY OF ST. LOUIS     )

On this \_\_\_\_\_ Day of \_\_\_\_\_, 2009, before me a Notary Public in and for said state, personally appeared, Francis G. Slay who acknowledged himself to be the Mayor of the City of St. Louis and Darlene Green, who acknowledged herself to the Comptroller of the City of St. Louis and that they, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_

My term expires \_\_\_\_\_

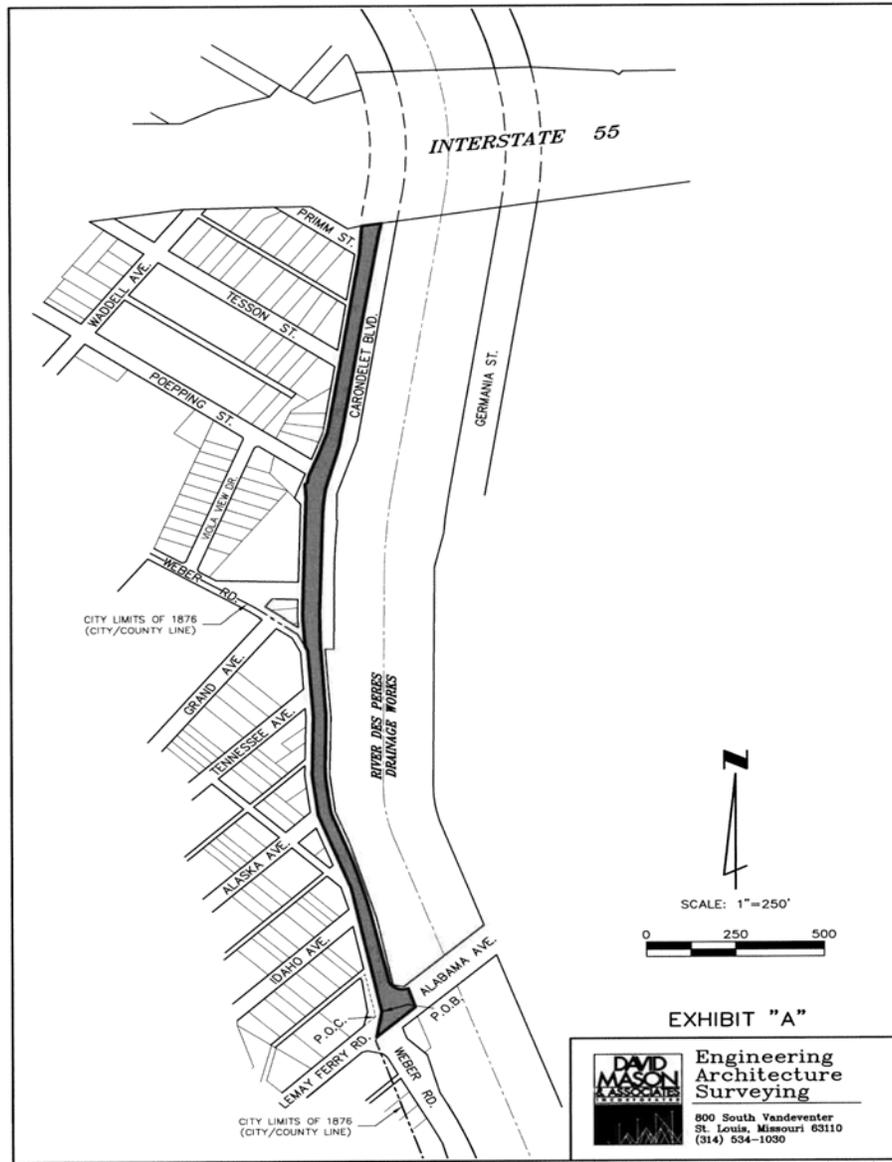
On this \_\_\_\_\_ Day of \_\_\_\_\_, 2009, Charlie A. Dooley before me personally appeared, to me known to be the County Executive of the County of St. Louis who executed the foregoing instrument, and acknowledged that Charlie A. Dooley executed the same as his free act and deed.

\_\_\_\_\_

My term expires \_\_\_\_\_

**EXHIBIT A TO ROADWAY EASEMENT**

Grantor's Property



**CITY OF ST. LOUIS  
WEBER RD. AND CARONDELET BLVD.  
PROJECT NO. 05022**

A tract of land being part of the public street within the city limits of the City of St. Louis, Missouri, known as Weber Road, variable width, and Carondelet Boulevard, variable width, being more particularly described as follows:

**COMMENCING** at a point being the intersection of the southwest right-of-way line of Weber Road, 70 feet wide, as widened by Ordinance No. 42041 with the northwest right-of-way line of Lemay Ferry Road, 60 feet wide, at the southeast corner of Block 4 of Rose Cottage Heights, a subdivision recorded in Plat Book 5, Page 64 of the St. Louis County Records; **THENCE** departing the southwest right-of-way line of Weber Road along the northeasterly projection of the northwest right-of-way line of Lemay Ferry Road, North 45 degrees 07 minutes 19 seconds East a distance of 24.04 feet to the original center line of Weber Road, also being the city limits of the City of St. Louis as established in 1876, and being the **POINT OF BEGINNING** of the herein described tract; **THENCE** along said original center line and city limits, 20 feet easterly of and parallel with the westerly right-of-way line of Weber Road as shown on plat of said Rose Cottage Heights and surveyed per Ordinance No. 42041, the following six (6) courses and distances: 1) North 11 degrees 10 minutes 30 seconds West a distance of 437.64 feet; 2) **THENCE** North 19 degrees 57 minutes 18 seconds West a distance of 269.31 feet to a point; 3) **THENCE** North 06 degrees 52 minutes 44 seconds West a distance of 139.54 feet to a point; 4) **THENCE** North 01 degrees 03 minutes 02 seconds East a distance of 201.15 feet to a point; 5) **THENCE** North 03 degrees 43 minutes 28 seconds West a distance of 230.94 feet to a point; 6) **THENCE** North 25 degrees 24 minutes 48 seconds West a distance of 16.91 feet to a point being the intersection of said original center line and city limits with the westerly back of curb of Carondelet Boulevard, variable width, as dedicated by Ordinance No. 41985; **THENCE** departing said original center line and city limits along said westerly back of curb of Carondelet Boulevard, the following fourteen (14) courses and distances: 1) North 03 degrees 55 minutes 23 seconds West a distance of 101.16 feet to a point; 2) **THENCE** North 00 degrees 53 minutes 02 seconds East a distance of 42.08 feet to a point; 3) **THENCE** North 01 degrees 29 minutes 17 seconds East a distance of 299.87 feet to a point; 4) **THENCE** North 01 degrees 23 minutes 01 seconds East a distance of 68.60 feet to a point; 5) **THENCE** North 02 degrees 41 minutes 20 seconds West a distance of 47.16 feet to a point; 6) **THENCE** North 52 degrees 43 minutes 43 seconds East a distance of 7.23 feet to a point; 7) **THENCE** North 10 degrees 12 minutes 01 seconds East a distance of 25.18 feet to a point; 8) **THENCE** North 20 degrees 47 minutes 47 seconds East a distance of 76.93 feet to a point; 9) **THENCE** North 18 degrees 13 minutes 32 seconds East a distance of 81.07 feet to a point; 10) **THENCE** North 08 degrees 51 minutes 33 seconds East a distance of 131.53 feet to a point; 11) **THENCE** North 08 degrees 27 minutes 23 seconds East a distance of 357.47 feet to a point; 12) **THENCE** North 08 degrees 06 minutes 27 seconds East a distance of 134.58 feet to a point; 13) **THENCE** North 03 degrees 43 minutes 27 seconds East a distance of 69.39 feet to a point; 14) **THENCE** North 04 degrees 51 minutes 50 seconds East a distance of 30.33 feet to a point

being the intersection with the southerly right-of-way line of Interstate 55; THENCE departing the westerly back of curb of Carondelet Boulevard along said southerly right-of-way line, North 80 degrees 51 minutes 23 seconds East a distance of 55.53 feet to a point on the easterly back of curb of Carondelet Boulevard; THENCE departing the southerly right-of-way line of Interstate 55 along said easterly back of curb the following nine (9) courses and distances: 1) South 10 degrees 03 minutes 04 seconds West a distance of 50.32 feet to a point; 2) THENCE South 08 degrees 46 minutes 31 seconds West a distance of 336.74 feet to a point; 3) THENCE South 08 degrees 26 minutes 32 seconds West a distance of 204.37 feet to a point; 4) THENCE South 08 degrees 52 minutes 44 seconds West a distance of 176.47 feet to a point; 5) THENCE South 10 degrees 54 minutes 52 seconds West a distance of 27.08 feet to a point; 6) THENCE South 14 degrees 40 minutes 47 seconds West a distance of 141.62 feet to a point; 7) THENCE along a curve to the left with a radius of 999.50 feet, having a chord bearing South 04 degrees 39 minutes 28 seconds West for a distance of 110.61 feet, and an arc distance of 110.67 feet to a point of tangency; 8) THENCE South 01 degrees 29 minutes 08 seconds West a distance of 311.94 feet to a point; 9) THENCE South 00 degrees 55 minutes 43 seconds East a distance of 129.94 feet to a point at the Gravois Creek bridge; THENCE along said bridge, South 70 degrees 30 minutes 43 seconds East a distance of 0.91 feet to a point; THENCE continuing along said bridge, South 03 degrees 30 minutes 43 seconds East a distance of 150.88 feet to a point; THENCE continuing along said bridge, North 70 degrees 30 minutes 43 seconds West a distance of 0.79 feet to a point on said easterly back of curb of Carondelet Boulevard; THENCE continuing along said back of curb the following sixteen (16) courses and distances: 1) South 03 degrees 53 minutes 11 seconds East a distance of 69.47 feet to a point; 2) THENCE South 00 degrees 17 minutes 51 seconds East a distance of 34.64 feet to a point; 3) THENCE South 00 degrees 53 minutes 56 seconds West a distance of 150.75 feet to a point; 4) THENCE along a curve to the left with a radius of 374.09 feet, having a chord bearing South 02 degrees 41 minutes 01 seconds East for a distance of 53.58 feet, and an arc distance of 53.63 feet to a point; 5) THENCE South 07 degrees 08 minutes 36 seconds East a distance of 91.60 feet to a point; 6) THENCE South 12 degrees 18 minutes 20 seconds East a distance of 21.55 feet to a point; 7) THENCE South 19 degrees 45 minutes 45 seconds East a distance of 144.26 feet to a point of curvature; 8) THENCE along a curve to the right with a radius of 924.75 feet, having a chord bearing South 17 degrees 52 minutes 04 seconds East for a distance of 61.15 feet, and an arc distance of 61.16 feet to a point of tangency; 9) THENCE South 15 degrees 58 minutes 23 seconds East a distance of 83.33 feet to a point of curvature; 10) THENCE along a curve to the right with a radius of 1024.75 feet, having a chord bearing South 15 degrees 03 minutes 15 seconds East for a distance of 32.87 feet, and an arc distance of 32.87 feet to a point; 11) THENCE along a radial line of said curve, South 75 degrees 51 minutes 53 seconds West a distance of 0.25 feet to a point; 12) THENCE along a curve to the right with a radius of 1024.50 feet, having a chord bearing South 13 degrees 16 minutes 39 seconds East for a distance of 30.68 feet, and an arc distance of 30.68 feet to a point; 13) THENCE South 12 degrees 33 minutes 04 seconds East a distance of 64.31 feet to a point; 14) THENCE South 12 degrees 21 minutes 13 seconds East a distance of 138.46 feet to a point; 15) THENCE South 11 degrees 06 minutes 07 seconds East a distance of 41.25 feet to a point of curvature; 16) THENCE along a curve to the left with a radius of

40.00 feet, having a chord bearing South 61 degrees 55 minutes 03 seconds East for a distance of 62.01 feet, and an arc distance of 70.95 feet to a point on the northerly back of curb of Alabama Avenue, 100 feet wide, as widened by Ordinance No. 37572 and amended in Ordinances No. 38079 and No. 39366; THENCE across Alabama Avenue, South 17 degrees 47 minutes 13 seconds East a distance of 67.61 feet to a point on the southerly back of curb; THENCE along said back of curb and its southwesterly projection, South 46 degrees 28 minutes 39 seconds West a distance of 151.23 feet to a point being the intersection with the city limits of the City of St. Louis; THENCE along said city limits across aforesaid Lemay Ferry Road, North 09 degrees 19 minutes 19 seconds East a distance of 88.89 feet to the **POINT OF BEGINNING**.

Containing 124,188 square feet or 2.85 acres of land, more or less.

**ORDINANCE #68460**  
**Board Bill No. 157**

An ordinance to rename a public park formally known as Ellendale/Arsenal Park be dedicated as "Francis R. Slay Park", by further describing same and containing an emergency clause.

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

**SECTION ONE.** That the public park formally known as Ellendale/Arsenal Park be named the "Francis R. Slay Park" as a result of the passage of this Ordinance and is described as follows: Public Park located in City Blocks 4784 and 4119 containing eight (8) acres more or less. The park property is bounded on the south by Canterbury Avenue, bounded on the west by McCausland Avenue, bounded on the north by Arsenal Street and bounded on the east by the River Des Drainage Channel

**SECTION TWO.** That a proper and fitting commemorative marker as approved by the Director of Parks of the City of St. Louis shall be located on said grounds.

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

**Approved: October 24, 2009**

**ORDINANCE #68461**  
**Board Bill No. 156**

An ordinance pertaining to 1520 Market Street recommended by the Board of Public Service and the Board of Estimate and Apportionment, appropriating from fund 1116-center 1600013 the amount of One Million, Fifty Eight Thousand, Three Hundred Fifty Seven and Eighteen One-Hundredth dollars (\$1,058,357.18) to be used for the construction and alterations of said facility; said funds are in addition to the funds available pursuant to amounts made available in the 2008 Bond Issue, authorized by Ordinance 67974, Center 6797420; said funds may only be expended upon these additional funds being placed in said account and no warrant may be drawn upon said funds by the Comptroller until it has been determined said funds are available and the President of the Board of Public Service has provided an appropriate voucher for said funds; and containing an emergency clause.

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

**SECTION ONE.** There is hereby appropriated from fund 1116-Center 1600013 an amount of One Million, Fifty Eight Thousand, Three Hundred Fifty Seven and Eighteen One Hundredth dollars (\$1,058,357.18) to be used for the construction and alterations of 1520 Market Street; said funds are in addition to the funds available pursuant to the amounts appropriated in the 2008 Bond Issue, authorized by Ordinance 67974, Center 6797420; said funds may be expended upon these additional funds being placed in said account and no warrant may be drawn upon said funds by the Comptroller until it has been determined that the funds are available and the President of the Board of Public Service has provided an appropriate voucher for said funds.

**SECTION TWO.** Emergency Clause. This being an Ordinance for a public work, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 or Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon passage and approval of the Mayor.

**Approved: October 28, 2009**

**ORDINANCE #68462**  
**Board Bill No. 195**

An Ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, a permanent, irrevocable Easement, which shall give, grant, extend and confer on the Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive right to build and maintain a sewer or sewers, including storm water improvements on the strip or strips of ground described, and in Out Lot 115, and containing an emergency clause.

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

**SECTION ONE:** The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a permanent, irrevocable Easement, attached hereto as Exhibit "A" which shall give, grant, extend and confer on the Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive right to build and maintain a sewer or sewers, including storm water improvements on the strip or strips of ground described, and in Out Lot 115.

**SECTION TWO:** The passage of this ordinance being deemed necessary for the preservation of the public peace, health, and safety, it is hereby deemed to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of Saint Louis, and shall become effective upon its passage and approval by the Mayor.

IN WITNESS WHEREOF, the said City of St. Louis, a municipal corporation of the State of Missouri, has caused these presents to be signed by its Mayor and Comptroller this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF ST. LOUIS

BY: \_\_\_\_\_  
Francis G. Slay  
Mayor

BY: \_\_\_\_\_  
Darlene Green  
Comptroller

Approved as to form:

\_\_\_\_\_  
Stephen J. Kovac  
City Counselor

Attest:

\_\_\_\_\_  
Parrie L. May  
City Register

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

On this \_\_\_\_ day of \_\_\_\_\_, 2009, 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 Easement on behalf of the City of Saint Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge 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

**EASEMENT**

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS. That the City of St. Louis, a municipal corporation of the State of Missouri, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by the Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on the Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including storm water improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room

during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including storm water improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid sewer or sewers, including storm water improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement (s) hereby granted is (are) irrevocable and shall continue forever.

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“EXHIBIT A” EASEMENT DESCRIPTION

This description and enclosed drawing “Exhibit A” establish a 15 feet wide easement for installation and maintenance of a new 18” RCP storm sewer extending across property owned by the City of St. Louis.

Beginning at a point in Maline Creek channel, with the coordinates of North 900701.50-East 1053827.50, (Coordinates were established by the Corps of Engineers for the St. Louis Flood Protection Project Maline Creek, Miles 0-1); thence S. 00 degrees 00 minutes 30 seconds W.-125.00 feet to a point, the coordinate is N. 1053702.50 - E. 900701.50, thence N. 89 degrees 59 minutes 30 seconds W.-15.00 feet to a point, the coordinate is N. 1053702.-E. 900686.50, thence N. 00 degrees 00 minutes 30 seconds E.-125.00 feet to a point, the coordinate is N. 1053827.50-E. 900686.50, thence S. 89 degrees 59 minutes 30 seconds E.-15.00 feet to the point of beginning, containing 1,875 square feet, hereby attached and referred to as “Exhibit A” in Outlot 115 of the City of St. Louis.

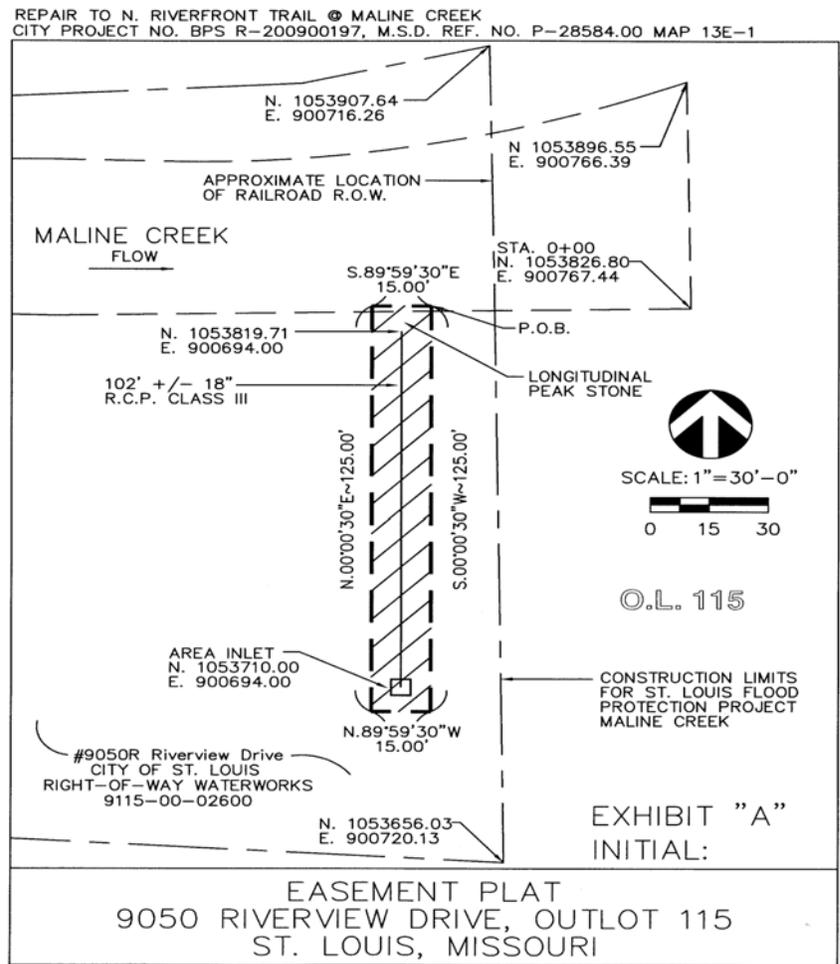


Exhibit "A"

---

3 INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: EASEMENT

DATE OF DOCUMENT:

GRANTOR: CITY OF ST. LOUIS

GRANTEE: METROPOLITAN ST. LOUIS SEWER DISTRICT (M.S.D.)

PROPERTY ADDRESS: 9050 RIVERVIEW DRIVE

CITY LOCATOR #: 9115-00-02600

CITY/MUNICIPALITY: CITY OF SAINT LOUIS

LEGAL DESCRIPTION: OUT LOT 115 (SEE EXHIBIT "A")

**Approved: October 28, 2009**

**ORDINANCE #68463**  
**Board Bill No. 158**

An Ordinance pertaining to the keeping of certain animals; amending Ordinance 62853, approved February 8, 1993 by amending Section Seven of said Ordinance, codified in Section 10.20.015 of the Revised Code of the City of St. Louis, and enacting in lieu thereof a new section pertaining to the same subject matter and containing an effective clause.

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

**SECTION ONE.** Section 7 of Ordinance 62853, codified in Section 10.20.015 of the Revised Code of the City of St. Louis is hereby amended as follows:

10.20.015 Keeping of certain animals prohibited.

A. No person shall raise or keep within the City of St. Louis any roosters, cattle, sheep, goats, swine, except for Vietnamese pot-bellied pigs. Nor shall any person raise or keep within the City of St. Louis any canine which is the offspring of the mating of a domestic canine with a wolf or coyote. The raising of such animals is hereby declared to be a public nuisance. Notwithstanding the foregoing, the above specified animals may be raised or kept within biological laboratories, hospitals, slaughter houses, stockyards, zoological gardens, or an itinerant or temporary show.

B. One Pot-Bellied Pig, per parcel of property, may be kept in the City of St. Louis, provided that males over the age of four (4) weeks (28 days) are neutered and females over the age of one hundred twenty (120) days are spayed. All such animals must be proven purebred lineage, and the owner must be able to produce litter papers to verify pedigree. Pigs over the age of one hundred twenty (120) days must be registered and licensed as required of dogs and cats. Fees for such licenses will be the same as required for dogs and cats, and must be obtained from the Health Commissioner, who must receive certificate of immunization from a licensed veterinarian that such Vietnamese pot-bellied pig has been vaccinated against pseudorabies prior to issuing such license. Upon complaint of annoyance, the privilege of keeping a Vietnamese pot-bellied pig will be determined by an investigation by agents of the Health Commissioner, and if deemed an annoyance and nuisance, the pot-bellied pig shall be removed from within the limits of the City of St. Louis, within 48 hours.

C. No person shall raise or keep chickens, ducks, geese, turkeys, guineas, peafowl or rabbits within the City, and the raising or keeping thereof is declared a public nuisance; except that such animals may be raised or kept within biological laboratories, hospitals, pet shops, slaughter houses, stockyards, zoological gardens, or itinerant or temporary shows; and except that such animals may be raised or kept where not more than four in the aggregate of all animals, including domestic animals and a pot-bellied pig, are kept as pets within any one parcel of property unless the owner obtains a noncommercial kennel permit.

**SECTION TWO.** Effective Date. The provision newly enacted section of this ordinance shall not take effect until ninety (90) days after its approval.

**Approved: November 5, 2009**

**ORDINANCE #68464**  
**Board Bill No. 155**

An Ordinance recommended by the Planning Commission on September 2, 2009, to change the zoning of property as indicated on the District Map, from "A" Single-Family Dwelling District & "J" Industrial District to the "J" Industrial District only, in City Block 4809 (6854 Balson), so as to include the described parcels of land in City Blocks 4809; and containing an emergency clause.

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

**SECTION ONE.** The zoning designation of certain real property located in City Blocks 4809 is hereby changed to the "J" Industrial District only, real property being particularly described and shown in Exhibit A as follows:

Part of a tract of land being part of the former Missouri – Pacific Railroad Right-Of- Way, 100 feet wide, lying South of City Block 4627-W, in U.S. Survey 2037, Township 45 North, Range 6 East in the City of St. Louis, Missouri, and being more particularly described as follows:

Commencing at the Northeastern corner of said City Block 4627-W and Northeastern corner

of Parcel "B" of Private Survey by Pitzman, according to the plat thereof recorded in Surveyor's Record Book 13, Pages 64 & 65 of the City of St. Louis Records, said point being the intersection of the Westerly line of Ecoff Avenue, 55 feet wide, as widened, with the Southerly line of Manchester Road, 60 feet wide; thence along the Southerly line of said Manchester Road, South 67 degrees 15 minutes 39 seconds West, 290.71 feet to an angle point; thence continuing along the Southerly line of said Manchester Road, South 69 degrees 12 minutes 54 seconds West, 324.67 feet to its intersection with the Easterly line of Noonan Avenue, 40 feet wide, as dedicated in Plat Book 38, Page 20 of the City of St. Louis Records, and being the Northwestern corner of said Parcel "B" thence along the Easterly line of said Noonan Avenue and the Westerly line of said Parcel "B", South 20 degrees 45 minutes 56 seconds East, 360.00 feet to the Northerly line of said former Missouri-Pacific Railroad Right-Of-Way, said point being the Southwesterly corner of said Parcel "B" and the True Point of Beginning of the tract of land herein described; thence along a line, perpendicular to the Northerly line of said former Missouri-Pacific Railroad Right-Of-Way, South 45 degrees 27 minutes 51 seconds East, 100.00 feet to the Southerly line of said former Missouri-Pacific Railroad Right-Of-Way, South 44 degrees 32 minutes 09 seconds West, 161.30 feet; thence along a line, 4 inches East of and parallel with a 7 foot high, chain link fence, South 31 degrees 06 minutes 34 seconds East, 99.12 feet to the Northerly line of the Missouri-Pacific Railroad Company Right-Of-Way, 160 feet wide, by Deed recorded in Book M915, Page 1828 of the City of St. Louis Records; thence along the Northerly line of said Missouri-Pacific Railroad Company Right-Of-Way, along a curve concave to the South, having a radius of 2626.64 feet, the radius point of which bears South 22 degrees 40 minutes 21 seconds East, Westwardly, 211.88 feet; thence South 27 degrees 17 minutes 40 seconds East, 10.00 feet; thence continuing along the Northerly line of said Missouri-Pacific Railroad Company Right-Of-Way, along a curve concave to the South, having a radius of 2616.64 feet, the radius point of which bears South 27 degrees 17 minutes 40 seconds East, Westwardly, 248.45 feet to the Easterly line of McCausland Avenue, 100 feet wide; thence along the Easterly line of said McCausland Avenue, North 16 degrees 36 minutes 56 seconds East, 50.27 feet to a point of curve; concave to the East, having a radius of 562.00 feet, Northwardly, 24.53 feet to the Northerly line of said former Missouri-Pacific Railroad Right-Of-Way, said point being the Southwesterly corner of the property now or formerly conveyed to Casa Properties, Inc., by Deed recorded in Book 08192004, Page 0156 of the City of St. Louis Records; thence along the Northerly line of said former Missouri-Pacific Railroad Right-Of-Way, North 44 degrees 32 minutes 09 seconds East, 590.26 feet to the True Point of Beginning, according to Survey Number 1107-0085, executed by Topos Surveying Corp., during the month of May, 2008, and containing 73,281 Square Feet, more or less, or 1.68 Acres, more or less.

The bearings described herein are based on Solar Observation, converted to Grid North, Missouri East Zone.

**SECTION 2.** This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

# EXHIBIT A DISTRICT MAP



**Current Zoning District**

- |  |                                     |  |                               |
|--|-------------------------------------|--|-------------------------------|
|  | A Single-Family Dwelling District   |  | G Local Commercial District   |
|  | B Two-Family Dwelling District      |  | H Area Commercial District    |
|  | C Multiple-Family Dwelling District |  | I Central Business District   |
|  | D Multiple-Family Dwelling District |  | J Industrial District         |
|  | E Multiple-Family Dwelling District |  | K Unrestricted District       |
|  | F Neighborhood Commercial District  |  | L Jefferson Memorial District |

Rezoning Area  
 Rezoning from  
 "J" & "A" to "J"

PDA-077-09-REZ

CITY OF ST. LOUIS  
 PLANNING & URBAN  
 DESIGN AGENCY  
FRANCIS G. BLAY, MAYOR

Approved: November 6, 2009

**ORDINANCE #68465**  
**Board Bill No. 170**

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-119-2009, dated June 15, 2009, for a maximum federal obligation of Three Million Seven Hundred Twenty Four Thousand Eight Hundred Thirty Five Dollars (\$3,724,835), which is filed in the Office of the City Register [Comptroller Document No. 59392], for the reimbursement of direct costs associated with the reconstruction of Taxiway Victor from Taxiway Foxtrot to Runway 24 - Project 2; and containing an emergency clause.

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

**SECTION ONE.** The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-119-2009, dated June 15, 2009, for a maximum federal obligation of Three Million Seven Hundred Twenty Four Thousand Eight Hundred Thirty Five Dollars (\$3,724,835), which is filed in the Office of the City Register [Comptroller Document No. 59392], for the reimbursement of direct costs associated with the reconstruction of Taxiway Victor from Taxiway Foxtrot to Runway 24 - Project 2, is hereby ratified and approved.

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

**SECTION THREE.** This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

**Approved: November 6, 2009**

**ORDINANCE #68466**  
**Board Bill No. 171**

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-120-2009, dated June 15, 2009, for a maximum federal obligation of Five Hundred Thirty Nine Thousand Twenty Dollars (\$539,020), which is filed in the Office of the City Register [Comptroller Document No. 59393], for the reimbursement of direct costs associated with the reconstruction of Taxiway Lima from Taxiway Foxtrot to Taxiway F7; and containing an emergency clause.

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

**SECTION ONE.** The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-120-2009, dated June 15, 2009, for a maximum federal obligation of Five Hundred Thirty Nine Thousand Twenty Dollars (\$539,020), which is filed in the Office of the City Register [Comptroller Document No. 59393], for the reimbursement of direct costs associated with the reconstruction of Taxiway Lima from Taxiway Foxtrot to Taxiway F7, is hereby ratified and approved.

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

**SECTION THREE.** This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

**Approved: November 6, 2009**

**ORDINANCE #68467  
Board Bill No. 172**

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a First Supplemental Appropriation in the total amount of One Million Eight Hundred Eighty Eight Thousand Nine Hundred Ninety Two Dollars (\$1,888,992) as follows: a) One Million Eight Hundred Sixty One Thousand Seven Hundred Eighteen Dollars (\$1,861,718) from the Airport Construction Fund Sub-Account for the 2009 Series A-2 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, and b) Twenty Seven Thousand Two Hundred Seventy Four Dollars (\$27,274) from the Airport Construction Fund Sub-Account for the 2002 Series A Bond Issue established and authorized pursuant to Ordinance No. 65618 approved August 5, 2002, into the Airfield Projects Public Works Ordinance 65162 approved February 15, 2001, as amended by Ordinance 65626 approved August 5, 2002, Ordinance 66611 approved February 16, 2005, Ordinance 67114 approved June 5, 2006, and Ordinance 68357 approved June 8, 2009, for the payment of costs for work and services authorized therein, and containing an emergency clause.

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

**SECTION ONE.** There is hereby authorized a First Supplemental Appropriation in the total amount of One Million Eight Hundred Eighty Eight Thousand Nine Hundred Ninety Two Dollars (\$1,888,992) as follows: a) One Million Eight Hundred Sixty One Thousand Seven Hundred Eighteen Dollars (\$1,861,718) from the Airport Construction Fund Sub-Account for the 2009 Series A-2 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, and b) Twenty Seven Thousand Two Hundred Seventy Four Dollars (\$27,274) from the Airport Construction Fund Sub-Account for the 2002 Series A Bond Issue established and authorized pursuant to Ordinance No. 65618 approved August 5, 2002, into the Airfield Projects Public Works Ordinance 65162 approved February 15, 2001, as amended by Ordinance 65626 approved August 5, 2002, Ordinance 66611 approved February 16, 2005, Ordinance 67114 approved June 5, 2006, and Ordinance 68357 approved June 8, 2009, for the payment of costs for work and services authorized therein.

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

**Approved: November 6, 2009**

**ORDINANCE #68468  
Board Bill No. 173**

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a Third Supplemental Appropriation in the total amount of Three Million Four Hundred Eighteen Thousand One Hundred Seventy One Dollars (3,418,171) as follows: a) Five Hundred Thirty One Thousand Three Hundred Fifty One Dollars (\$531,351) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, and b) Two Million Eight Hundred Eighty Six Thousand Eight Hundred Twenty Dollars (\$2,886,820) from the Airport Development Fund established and authorized pursuant to Ordinance No. 59286, Section 13, approved October 26, 1984, into the Building Projects Ordinance 67101 approved June 5, 2006, for the payment of costs for work and services authorized therein, and containing an emergency clause.

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

**SECTION ONE.** There is hereby authorized a Third Supplemental Appropriation in the total amount of Three Million Four Hundred Eighteen Thousand One Hundred Seventy One Dollars (3,418,171) as follows: a) Five Hundred Thirty One Thousand Three Hundred Fifty One Dollars (\$531,351) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, and b) Two Million Eight Hundred Eighty Six Thousand Eight Hundred Twenty Dollars (\$2,886,820) from the Airport Development Fund established and authorized pursuant to Ordinance No. 59286, Section 13, approved October 26, 1984, into the Building Projects Ordinance 67101 approved June 5, 2006, for the payment of costs for work and services authorized therein.

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

**Approved: November 6, 2009**

**ORDINANCE #68469**  
**Board Bill No. 174**

An Ordinance, recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing a Second Amendment to Section One of the Taxiway D Project Ordinance 67249 approved October 3, 2006, as amended by 67979 approved June 9, 2008, which authorized a multi-year public work and improvement program ("Taxiway D Project") at Lambert-St. Louis International Airport ("Airport"), increasing the total estimated cost of the Taxiway D Project by One Hundred Twenty Thousand Dollars (\$120,000) to Eight Million Three Hundred Twenty Thousand Dollars (\$8,320,000); authorizing a Third Supplemental Appropriation in the amount of Three Hundred Thirty Seven Thousand One Hundred Eighty Four Dollars (\$337,184) from the Airport Construction Fund Sub-Account for the 2009 Series A-2 Bond Issue established and authorized pursuant to Ordinance 68358 approved June 8, 2009, into the Taxiway D Project Ordinance 67249 as amended, for the payment of costs for work and services authorized therein, and containing an emergency clause.

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

**SECTION ONE.** Section One of the Taxiway D Project Ordinance 67249 approved October 3, 2006 as amended by Ordinance 67979 approved June 9, 2008, is hereby amended by deleting the following words and figures from the last clause of Section One:

"and other necessary and related work or services for the development implementation, administration, management or monitoring of the Taxiway D Project at a total estimated cost of Eight Million Two Hundred Thousand Dollars (\$8,200,000)."

And replacing with the following words and figures:

"and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Taxiway D Project at a total estimated cost of Eight Million Three Hundred Twenty Thousand Dollars (\$8,320,000)."

**SECTION TWO.** There is hereby authorized a Third Supplemental Appropriation in the amount of Three Hundred Thirty Seven Thousand One Hundred Eighty Four Dollars (337,184) from the Airport Construction Fund Sub-Account for the 2009 Series A-2 Bond Issue established and authorized pursuant to Ordinance 68358 approved June 8, 2009, into the Taxiway D Project Ordinance 67249 as amended, for the payment of costs for work and services authorized therein.

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

**Approved: November 6, 2009**

**ORDINANCE #68470**  
**Board Bill No. 175**

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorized a Fourth Supplemental Appropriation in the total amount of Eight Six Million Five Hundred Eighty Six Thousand One Hundred Eighty Three Dollars (\$86,586,183) as follows: a) Sixty Three Million Six Hundred Twelve Thousand Five Hundred Fifty Seven Dollars (\$63,612,557) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established and authorized pursuant to Ordinance No. 68358 Approved June 8, 2009, b) Eighteen Million Seventy Three Thousand Six Hundred Twenty Six Dollars (\$18,073,626) from the Airport Construction Fund Sub-Account for the 2009 Series A-2 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, and c) Four Million Nine Hundred Thousand Dollars (\$4,900,000) from the Airport Construction Fund Sub-Account for the 2002 Series A Bond Issue established and authorized pursuant to Ordinance No 65618, approved August 5, 2002, for the payment of costs for work and services authorized therein; and containing an emergency clause.

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

**SECTION ONE.** There is hereby authorized a Fourth Supplement Appropriation Eighty Six Million Five Hundred Eight Six Thousand One Hundred Eighty Three (\$86,586,183) as follows: a) Sixty Three Million Six Hundred Twelve Thousand Five Hundred Fifty Seven Dollars (\$63,612,557) from Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, b) Eighteen Million Seventy Three Thousand Six Hundred Twenty Six Dollars (\$18,073,626) from the Airport Construction Fund Sub-Account for the 2009 Series A-2 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, and c) Four Million Nine Hundred Thousand Dollars (\$4,900,000) from the Airport Construction Fund Sub-Account for 2002 Series A Bond Issue established and authorized pursuant to Ordinance No 65618, approved August 5, 2002, into the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, for the payment of costs for work and services authorized therein.

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

**Approved: November 6, 2009**

**ORDINANCE #68471  
Board Bill No. 176**

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a First Supplemental Appropriation in the total amount of Seven Hundred Eighty Four Thousand Fourteen Dollars (\$784,014) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, into the Building & Environ Project Ordinance 67502 approved May 31, 2007, for the payment of costs for work and services authorized therein; and containing an emergency clause.

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

**SECTION ONE.** There is hereby authorized a First Supplemental Appropriation in the total amount of Seven Hundred Eighty Four Thousand Fourteen Dollars (\$784,014) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established and authorized pursuant to Ordinance No. 68358 approved June 8, 2009, into the Building & Environ Project Ordinance 67502 approved May 31, 2007, for the payment of costs for work and services authorized therein.

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

**Approved: November 6, 2009**

**ORDINANCE #68472  
Board Bill No. 177**

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, authorizing and directing the Mayor and the Comptroller on behalf of the City of St. Louis (the "City") the owner and operator of Lambert-St. Louis International Airport® (the "Airport") to accept and execute on behalf of the City a certain grant agreement offered by the Missouri Highways and Transportation Commission (the "Grant Agreement") for apron design for the construction of an aircraft ramp at the Airport for a maximum obligation of One Hundred Eighty Thousand Dollars (\$180,000) for the reimbursement of direct costs associated with the project funded under the Grant Agreement; and containing an emergency clause.

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

**SECTION ONE.** The Mayor and the Comptroller on behalf of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), are hereby authorized to accept and execute on behalf of the City a grant agreement (the "Grant Agreement") offered by the Missouri Highways and Transportation Commission (the "Highways Commission") substantially in the form attached hereto as Exhibit A, which provides financial assistance to the City for apron design for the construction of an aircraft ramp at the Airport (the "Project") which has been approved for state aviation trust fund participation in the Highways Commission's Statewide Transportation Improvement Program, for a maximum obligation of One Hundred Eighty Thousand Dollars (\$180,000) for expenditures and the reimbursement of direct costs of the City associated with the

Project, which undertaking is authorized by Ordinance No. 65162, approved February 15, 2001.

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the Grant Agreement and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

**SECTION THREE.** Exhibit A to this Ordinance is hereby incorporated herein by this reference as if such exhibit was duly set forth herein.

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

**EXHIBIT A**

**GRANT AGREEMENT**

CCO Form: AC01	Sponsor City of St. Louis
Approved: 02/94 (MLH)	Lambert-St. Louis International
Revised: 11/08 (AMB)	Project No. AIR 096-113C1
Modified:	

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of St. Louis/Lambert St. Louis International (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated October 13, 2008, and specifically described as follows:

Design apron;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) **AMOUNT OF GRANT:** The amount of this grant is One Hundred Eighty Thousand dollars (\$180,000.00); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) **AMOUNT OF MATCHING FUNDS:** The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Twenty Thousand dollars (\$20,000.00). The Sponsor warrants to the Commission that it has sufficient cash on

deposit, or other readily available resources, to provide the local matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to December 31, 2009. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and aviation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for -0- years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

- (A) Land interests - Fifty (50) years.
- (B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request

and all financial performance and other reports as required by the conditions of this grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a MoDOT-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(9) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(11) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION: To the extent allows by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's performance of its obligations under this Agreement.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) LAND INTERESTS: When grant funds are used to pay for land or aviation easements, the following requirements apply:

(A) Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and clear of any encumbrance that could adversely affect the operation, maintenance or development of the airport.

The attorney's title opinion shall be furnished by the Sponsor to the Commission for review. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. A copy of the deed shall be furnished to the Commission for review. The Sponsor shall record the deed in the land records of the county recorder's office in the county where the airport is located.

(B) Acquisition of Avigation Easements: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that the grantors of easements constituted all of the owners of the land affected by the easements.

(C) Land Cost Reimbursement by Federal Government Use as Local Share Only: Since it is the intent of the state of Missouri that funds provided under this Agreement be used only for aeronautical purposes, the Sponsor hereby covenants and agrees that it will not request reimbursement from the United States Government for the cost of land acquired with the funds granted under this Agreement; provided, however,

that nothing in this paragraph shall be construed to prevent the Sponsor from using all or any part of the acquisition cost of this land to make up its share of eligible project costs incurred under any airport development grant from the United States Government.

(D) Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.

(29) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(30) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

(31) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required on the airport will conform to Federal Aviation Administration (hereinafter, "FAA") regulations or specifications that may apply. The Sponsor shall issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required.

(32) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(33) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the Commission concurs that such adaptation is appropriate considering safety, economy and efficiency of operation.

(34) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(35) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(36) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(B) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(37) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the Notice to Proceed documentation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(38) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a Weekly Construction Progress and Inspection Report (available on MoDOT's aviation section

website), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

(39) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(40) RECORD DRAWINGS: The Sponsor shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission upon project completion. In addition, the Sponsor shall provide six updated Airport Layout Drawings (ALD's) showing as-built conditions, if required. The Commission will forward updated ALDs to the FAA central region office.

(41) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening or lengthening of an existing runway or construction of a new runway.

(42) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must electronically submit FAA form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. Electronic submittal of FAA form 7460-1 must be submitted for construction of any permanent structures on the airport, temporary structures over 20 feet in height or use of construction equipment over 20 feet tall. It is not necessary for routine construction projects, unless they include above ground installations.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF ST. LOUIS  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

By \_\_\_\_\_

By \_\_\_\_\_  
Mayor Date

Title \_\_\_\_\_

By: \_\_\_\_\_  
Comptroller Date

Attest:

Approved as to Form:

\_\_\_\_\_  
Secretary to the Commission

\_\_\_\_\_  
City Counselor Date

Approved as to Form:

Attest:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Register Date

Ordinance No. \_\_\_\_\_

**ORDINANCE #68473**  
**Board Bill No. 178**

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 Memorandum of Agreement (#DTFACE-10-L-00001) (the "MOA" or "Master Site Lease Agreement"), between the City and the Federal Aviation Administration (the "FAA"), granting to the FAA certain rights and privileges in consideration for the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities at Lambert-St. Louis International Airport® as more described in the Master Site Lease Agreement, subject to and in accordance with the terms, covenants, and conditions of the Master Site Lease 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 Master Site Lease 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 Memorandum of Agreement (#DTFACE-10-L-00001) (the "MOA" or "Master Site Lease Agreement"), between the City and the Federal Aviation Administration (the "FAA"), granting to the FAA certain rights and privileges in consideration for the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities at Lambert-St. Louis International Airport® as more described in the Master Site Lease Agreement, subject to and in accordance with the terms, covenants, and conditions of the Master Site Lease Agreement, which was approved by the Airport Commission and is to read in words and figures substantially 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 Master Site Lease Agreement approved and authorized by this Ordinance and shall not be applicable to any other existing or future agreements 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 a 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 defined 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"

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFACE-10-L-00001

This agreement is made and entered into by the City of St. Louis, Missouri P.O. Box 10212, St. Louis, MO 63145, hereinafter referred to as the Sponsor, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of Lambert-St. Louis International Airport.

NOW, THEREFORE, the parties mutually agree as follows:

**1. TERMS AND CONDITIONS:**

(Jun-04)

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication, and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Sponsor will allow the FAA to construct, operate, and maintain FAA owned navigation, communication, and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2009, and continuing through September 30, 2029. The FAA can terminate this agreement, in whole or part at any time by giving at least sixty (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

MOA DTFACE-10-L-00001  
Lambert-St. Louis International  
Airport  
St. Louis, Missouri

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Lambert-St. Louis International Airport, to be routes reasonably determined to be the most convenient to the FAA and as routes that will not to interfere with Airport operations. The Sponsor shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport. Provided, however, that the Airport is not obligated to construct or have constructed any parking facilities; and, the Airport is not obligated to provide any parking, without cost, in the Airport's public parking facilities (unless specifically granted under another agreement.)

**2. CONSIDERATION:**

(Aug-02)

The FAA shall pay the Sponsor no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

**3. PURPOSE:**

(Apr-05)

It is understood and agreed that the use of the herein described premises, known as, Lambert-St. Louis International Airport shall be related to the FAA's activities in support of Air Traffic operations.

MOA DTFACE-10-L-00001  
Lambert-St. Louis International  
Airport  
St. Louis, Missouri

**4. FAA FACILITIES:**

(Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport General Drawing, an overlay to the latest approved ALP and/or other pertinent drawings that is/are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

**5. TITLE TO IMPROVEMENTS:**

(Apr-05)

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

**6. HAZARDOUS SUBSTANCE CONTAMINATION:**

(May-00)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Sponsor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Sponsor also agrees to save and hold the Government harmless to the extent permitted by law, for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

**7. INTERFERENCE WITH FAA OPERATIONS:**

(Oct-96)

The Sponsor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Sponsor or the FAA.

**8. FUNDING RESPONSIBILITY FOR FAA FACILITIES:**

(Oct-96)

The Sponsor agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Sponsor, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Sponsor or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

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Lambert-St. Louis International  
Airport  
St. Louis, Missouri

**9. NON-RESTORATION:**

(Oct-96)

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Sponsor. Provided, however, that the obligations of the Government and Sponsor under Section 6 herein shall remain in full force and effect.

**10. OFFICIALS NOT TO BENEFIT:**

(Oct-96)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

**11. COVENANT AGAINST CONTINGENT FEES:**

(Aug-02)

The Sponsor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease consideration, or otherwise recover the full amount of the contingent fee.

**12. ANTI-KICKBACK:**

(Oct-96)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

**13. NOTICES:**

(Oct-96)

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Sponsor: Director of Airports, Airport Authority  
Lambert-St. Louis International Airport  
PO Box 10212  
St. Louis, MO 63145

MOA DTFACE-10-L-00001  
Lambert-St, Louis International  
Airport  
St. Louis, Missouri

Government: Department of Transportation  
Federal Aviation Administration  
Real Estate, Property & Materiel Branch, ACE-53  
Kansas City, MO 64106

**14. PREVIOUS LEASE(S):**

Upon commencement, this agreement succeeds Lease No. DTFA09-88-L-10366.

**15. SIGNATURES:**

(Apr-04)

The Sponsor and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

**(SPONSOR)**

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sally J. Chafa  
Title: CONTRACTING OFFICER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto for themselves, their successors and assigns, have executed this Memorandum of Agreement the day and year first above written.

Authorized by City Ordinance \_\_\_\_\_, approved \_\_\_\_\_, 2009.

The foregoing Memorandum of Agreement was approved by the Airport Commission at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**THE CITY OF ST. LOUIS BY:**

\_\_\_\_\_  
Commission Chairman                      Date  
and Director of Airports

**APPROVED AS TO FORM ONLY BY:**

**COUNTERSIGNED BY:**

\_\_\_\_\_  
City Counselor                              Date  
City of St. Louis

\_\_\_\_\_  
Comptroller,                                      Date  
City of St. Louis

**ATTESTED TO BY:**

\_\_\_\_\_  
Register,    Date  
City of St. Louis

The Board of Estimate and Apportionment approved the foregoing Memorandum of Agreement in substance at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Secretary,    Date  
Board of Estimate & Apportionment

MOA DTFACE-10-L-00001  
Lambert-St. Louis International  
Airport  
St. Louis, Missouri

**List of Facilities**

Effective: October 1, 2009

MEMORANDUM OF AGREEMENT  
DTFACE-10-L- 00001

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

Number	Facility	Rwy	GSA Control Number	Comments
1	Localizer (LOC)	11	29637	
2	Distance Measuring Equipment (DME)	11	29634	
3	Inner Marker (IM)	11	29641	
4	Glide Slope (GS)/RVR	11	29638	
5	Localizer (LOC)	29	29644	
6	Distance Measuring Equipment (DME)	29	29635	
7	Inner Marker (IM)	29	29645	
8	Glide Slope (GS)/RVR	29	29643	
9	Localizer (LOC)	12L	29652	
10	Distance Measuring Equipment (DME)	12L	29652	
11	Middle Marker (MM)	12L	29537	
12	Outer Marker (OM)	12R/12L	29086	
13	Glide Slope (GS)	12L	29536	
14	Localizer Directional Aid (LDA)	12L	29681	
15	Localizer (LOC)	30L	29275	

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St. Louis, Missouri

16	Distance Measuring Equipment (DME)	30R	29682	
17	Inner Marker (IM)	30R	29277	
18	Middle Marker (MM)	30R	29683	Decommissioned
19	Outer Marker (OM)	30L/30R	29683	
20	Glide Slope (GS)	30R	29276	
21	Localizer (LOC)	12R	29663	
22	Glide Slope/RVR/ASOS	12R	29664	
23	Localizer (LOC)	30L	29634	
24	Middle Marker (MM)	30L		Decommissioned
25	Glide Slope/RVR	30L	29609	
26	Offset Localizer Directional Aid (LDA) Localizer	30L	29610	
27	Offset Localizer Directional Aid (LDA) DME	30L	29611	
28	Localizer (LOC)	06	29516	
29	Glide Slope/RVR	06	29510	
30	Localizer (LOC)	24	29604	
31	Distance Measuring Equipment (DME)	24	29616	
32	Outer Marker (OM)	24	29125	
33	Glide Slope/RVR	24	29116	
34	ASDE-X		29467	Atop ATCT
35	Airport Surveillance Radar (ASR-9)		29109	No Runway assignment

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36	PRM		29515	No runway assignment
37	D Vortac (DVOR)		29514	No runway assignment
38	Remote Transmitter Receiver (RTR) A		29628	No runway assignment
39	Remote Transmitter Receiver (RTR) C		29122	No runway assignment
40	Remote Transmitter Receiver (RTR) D		29608	No runway assignment
41	Approach Light System Sequenced Flashing (ALSF-2)	30R	29287	
42	Approach Light System Sequenced Flashing (ALSF-2)	12L	29376	
43	Approach Light System Sequenced Flashing (ALSF-2)	29	29632	
44	Approach Light System Sequenced Flashing (ALSF-2)	11	29633	
45	Medium Intensity Approach Light System w/R/W Indicator Lights (MALSR)	30L	29291	
46	MALSR	12R	29111	
47	MALSR	6	29619	
48	Medium Intensity Light System	24	29289	

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 Airport  
 St. Louis, Missouri

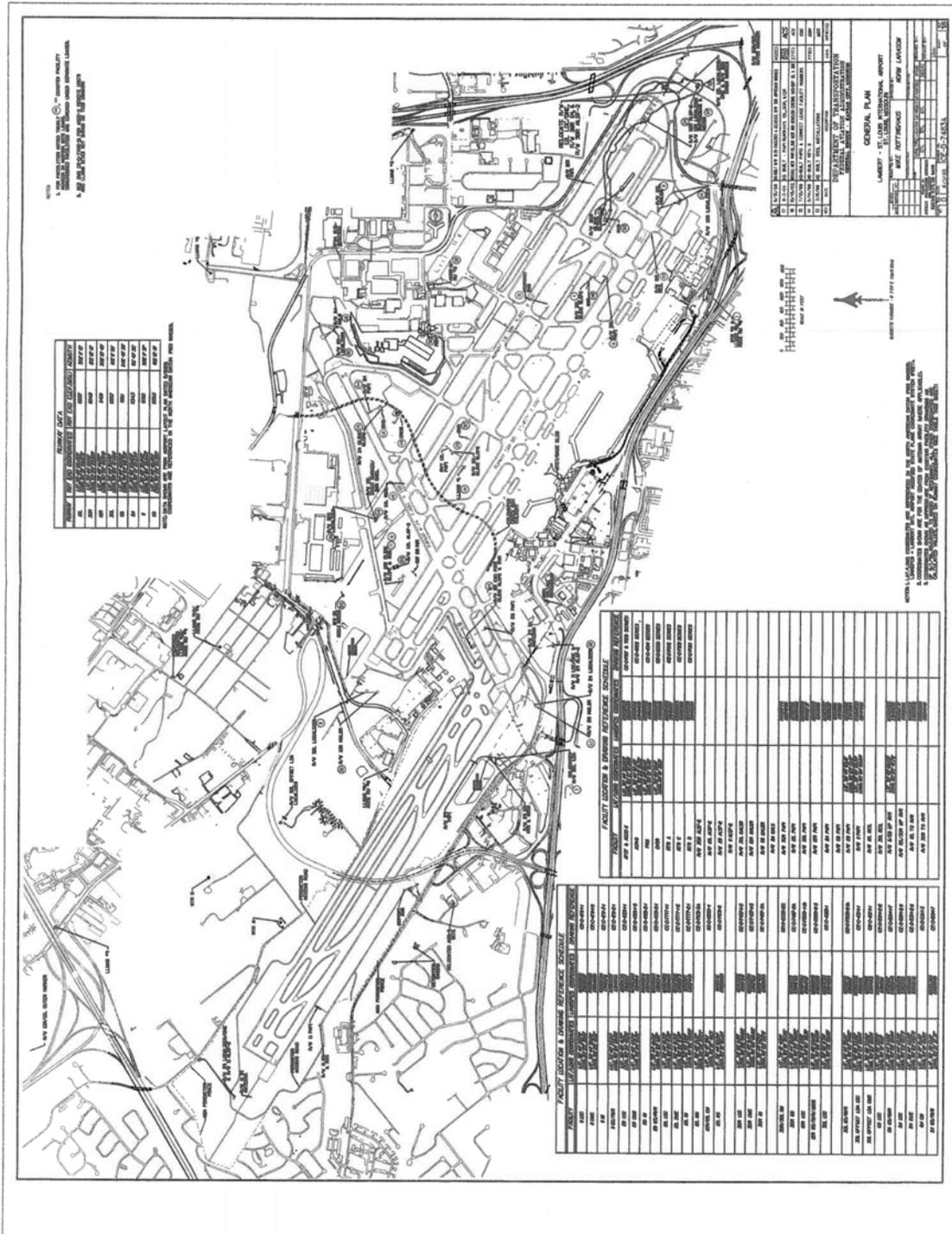
49	Precision Approach Path Indicator (PAPI)	30R	29621	
50	Precision Approach Path Indicator (PAPI)	12L	29650	
51	Precision Approach Path Indicator (PAPI)	30L	29550	
52	Precision Approach Path Indicator (PAPI)	12R	29615	
53	Precision Approach Path Indicator (PAPI)	24	29549	
54	Precision Approach Path Indicator (PAPI)	6	29629	
55	Precision Approach Path Indicator (PAPI)	29	29636	
56	Precision Approach Path Indicator (PAPI)	11	29631	
57	Runway End Identifier Lights (REIL)	12L	29490	
58	Runway End Identifier Lights (REIL)	30L	29547	
59	Mid-Point RVR	11/29	29642	
60	Mid-Point RVR	12L/30R	29521	
61	Touchdown RVR	12L	29684	

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62	Touchdown RVR	30R	29520	
63	Inner Marker (IM)	12L	29475	
64	Remote Unit #1, ASDE-X	ATCT	29612	
65	Remote Unit #2, ASDE-X	Compass Rose	29612	
66	Remote Unit #3, ASDE-X	ASDE-3	29467	
67	Remote Unit #4, ASDE-X	Former 94 <sup>th</sup> Aero Squad Rest	29612	
68	Remote Unit #5, ASDE-X, & LLWAS #4	Kinloch Scudder & ML King Road	29612	
69	Remote Unit #6, ASDE-X, & LLWAS #6	RTR C	29612	
70	Remote Unit #8, ASDE-X & LLWAS #8	AA Training Ctr	29612	
71	Remote Unit #9, ASDE-X, & LLWAS #10	Hazelwood FeeFee & Summit Ave	29612	
72	Remote Unit #10a, ASDE- X	Bridgeton Gist Rd & Willow Ln	29670	
73	Remote Unit #11a, ASDE- X	Bridgeton Selwyn Dr	29612	
74	Certification Target #1	Centerfield		
75	Certification Target #2	West of 12R Threshold NR Field Maintenan ce		
76	LLWAS #1	Centerfield		
77	LLWAS #2	Hazelwood Eva & Frost St		
78	LLWAS #3	Berkeley I- 170 & Perimeter Rd	29397	
79	LLWAS #5	Berkeley Natural Bridge Rd	29395	

MOA DTFACE-10-L-00001  
Lambert-St, Louis International  
Airport  
St. Louis, Missouri

80	LLWAS #9	Hazelwood Mo Bottom Rd	29396	
81				
82				
83				
84				
85				





**ORDINANCE #68474**  
**Board Bill No. 208**

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-122-2009, dated August 19, 2009, for a maximum federal obligation of One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000), which is filed in the Office of the City Register [Comptroller Document No. 59775], for the reimbursement of direct costs associated with the Environmental Management System; and containing an emergency clause.

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

**SECTION ONE.** The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-122-2009, dated August 19, 2009, for a maximum federal obligation of One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000), which is filed in the Office of the City Register [Comptroller Document No. 59775], for the reimbursement of direct costs associated with the Environment Management System, is hereby ratified and approved.

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

**SECTION THREE.** This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

**Approved: November 6, 2009**

**ORDINANCE #68475**  
**Board Bill No. 209**

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-123-2009, dated September 16, 2009, for a maximum federal obligation of Four Million Nine Hundred Five Thousand Eight Hundred Twenty Dollars (\$4,905,820), which is filed in the Office of the City Register [Comptroller Document No. 59843], for the reimbursement of direct costs associated with the rehabilitation of Taxiway S (Runway 6 to Taxiway D) (Phase 2, Part B); and containing an emergency clause.

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

**SECTION ONE.** The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-123-2009, dated September 16, 2009, for a maximum federal obligation of Four Million Nine Hundred Five Thousand Eight Hundred Twenty Dollars (\$4,905,820), which is filed in the Office of the City Register [Comptroller Document No. 59843], for the reimbursement of direct costs associated with the rehabilitation of Taxiway S (Runway 6 to Taxiway D) (Phase 2, Part B), is hereby ratified and approved.

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

**SECTION THREE.** This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared

to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

**Approved: November 6, 2009**

**ORDINANCE #68476  
Board Bill No. 210**

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for the City of St. Louis (the "City") to enter into and execute on behalf of the City a Tenth Amendment to the Indenture of Lease (AL-60) between the City and Lambert Field Fueling Facilities Corporation (the "Lessee") at Lambert-St. Louis International Airport® dated July 1, 1955 (the "Lease"), authorized by Ordinance 47554 approved June 28, 1955, as amended by: the "First Amendment" (undated), authorized by Ordinance 57108 approved January 30, 1976, the "Second Amendment" dated October 1, 1977, authorized by 57585 approved April 3, 1978, the "Third Amendment" dated December 10, 1984, authorized by Ordinance 59330 approved December 7, 1984, the "Fourth Amendment" dated November 9, 1994, authorized by Ordinance 63292 approved October 14, 1994, the "Fifth Amendment" dated March 13, 1996, authorized by Ordinance 63670 approved March 12, 1996, the "Sixth Amendment" dated January 12, 2006, authorized by Ordinance 66927 approved December 14, 2005, the "Seventh Amendment" dated February 20, 2007, authorized by Ordinance 67358 approved December 19, 2006, the "Eighth Amendment" dated December 27, 2007 authorized by Ordinance 67785 approved November 30, 2007, the "Ninth Amendment" authorized by Ordinance 68111, approved October 6, 2008, and this "Tenth Amendment", which was approved by the City's Airport Commission and the City's Board of Estimate and Apportionment and is attached hereto as ATTACHMENT "A" and made a part hereof extends the term of the Lease as previously amended by one (1) year to December 31, 2010; 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 a Tenth Amendment to the Indenture of Lease (AL-60) between the City and Lambert Field Fueling Facilities Corporation (the "Lessee") at Lambert-St. Louis International Airport® dated July 1, 1955 (the "Lease"), authorized by Ordinance 47554 approved June 28, 1955, as amended by: the "First Amendment" (undated), authorized by Ordinance 57108 approved January 30, 1976, the "Second Amendment" dated October 1, 1977, authorized by 57585 approved April 3, 1978, the "Third Amendment" dated December 10, 1984, authorized by Ordinance 59330 approved December 7, 1984, the "Fourth Amendment" dated November 9, 1994, authorized by Ordinance 63292 approved October 14, 1994, the "Fifth Amendment" dated March 13, 1996, authorized by Ordinance 63670 approved March 12, 1996, the "Sixth Amendment" dated January 12, 2006, authorized by Ordinance 66927 approved December 14, 2005, the "Seventh Amendment" dated February 20, 2007, authorized by Ordinance 67358 approved December 19, 2006 and the "Eighth Amendment" dated December 27, 2007 authorized by Ordinance 67785 approved November 30, 2007, the "Ninth Amendment" authorized by Ordinance 68111, approved October 6, 2008, and this "Tenth Amendment" was approved by the City's Airport Commission and the City's Board of Estimate and Apportionment and is to read in words and figures substantially as set out in ATTACHMENT "A", which is attached hereto and made a part hereof.

**SECTION TWO.** 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 contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions or portion thereof of this Ordinance unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

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

**ATTACHMENT A**

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**



**TENTH AMENDMENT TO INDENTURE OF LEASE  
LAMBERT FIELD FUELING FACILITIES CORPORATION**

**NO. AL-60**

**TENTH AMENDMENT  
TO  
INDENTURE OF LEASE**

(Lambert Field Fueling Facilities Corporation)

**THIS TENTH AMENDMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the City of St. Louis, a municipal corporation of the state of Missouri (“**Lessor**”) and Lambert Field Fueling Facilities Corporation, incorporated in the state of Delaware (“**Lessee**”) is an amendment to the Indenture to Lease dated July 1, 1955 (“the “**Lease**”) which was authorized by Ordinance 47554, approved June 28, 1955, as amended.

**WITNESSETH, THAT:**

**WHEREAS**, the Lessor and Lessee are parties to the Lease, an amendment to the Lease which is undated (the “**First Amendment**”), an amendment to the Lease dated October 1, 1977 (the “**Second Amendment**”), an amendment to the Lease dated December 10, 1984 (“the **Third Amendment**”), and amendment to the Lease dated November 9, 1994 (the “**Fourth Amendment**”), and amendment to the Lease dated March 13, 1996 (the “**Fifth Amendment**”), an amendment dated January 12, 2006 (“the **Sixth Amendment**”); an amendment dated February 20, 2007 (“the **Seventh Amendment**”); an amendment dated December 27, 2007 (“the **Eighth Amendment**”); and an amendment authorized by Ordinance 68111 approved on October 6, 2008 (“the **Ninth Amendment**”).

**WHEREAS**, the Lessor and Lessee desire to amend the Lease as previously amended to their mutual benefit.

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

**SECTION 1.** Section 401 of the Lease as amended by Section 1 of the First Amendment, Section 1 of the Second Amendment, Section 5 of the Third Amendment, Section 3 of the Sixth Amendment, Section 1 of the Seventh Amendment, Section 1 of the Eighth Amendment, and Section 1 of the Ninth Amendment are hereby deleted in their entirety and substituted with the following.

“401. The term of this Lease shall commence on July 1, 1955 and terminate on December 31, 2010, unless sooner terminated in accordance with other provisions of this Lease. Notwithstanding the foregoing, at any date following January 1, 2010, the Lessor may terminate this Lease without cause on giving sixty (60) days prior written notice to Lessee.”

**SECTION 2.** All other terms, covenants and conditions of this Lease, as previously amended, not inconsistent with this Tenth Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

(Remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, the parties hereto for themselves, their successors and assigns, have executed this Tenth Amendment the day and year first above written.

Authorized by City Ordinance \_\_\_\_\_, approved \_\_\_\_\_, 2009.

The foregoing Tenth Amendment was approved by the Airport Commission at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 2009.

**THE CITY OF ST. LOUIS BY:**

\_\_\_\_\_  
Commission Chairman  
and Director of Airports

\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY BY:**

**COUNTERSIGNED BY:**

\_\_\_\_\_  
City Counselor Date  
City of St. Louis

\_\_\_\_\_  
Comptroller, Date  
City of St. Louis

**ATTESTED TO BY:**

\_\_\_\_\_  
Register, Date  
City of St. Louis

\_\_\_\_\_ The Board of Estimate and Apportionment approved the foregoing Tenth Amendment in substance at its meeting on the day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Secretary, Date  
Board of Estimate & Apportionment

**LAMBERT FIELD FUELING FACILITIES CORPORATION**

BY: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved: November 6, 2009**

**ORDINANCE #68477  
Board Bill No. 212**

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 (Banking AL-147 (the "Agreement"), between the City and U.S. Bank (the "Concessionaire"), a corporation organized and existing under the laws of the State of Kentucky, granting to the Concessions the non-exclusive right, license, and privilege to operate, manage, and maintain a Banking Concession within the premises as described in 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 (Banking AL-147 (the "Agreement"), between the City and U.S. Bank (the "Concessionaire"), a corporation organized and existing under the laws of the State of Kentucky, granting to the Concessionaire the non-exclusive right, license, and privilege to operate, manage, and maintain a Banking 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 to read in words and figures substantially 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 a 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®**



**U.S. BANK  
BANKING  
CONCESSION AGREEMENT  
NO. AL#-147**

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AIRPORT NUMBER AL#-147

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®  
CONCESSION AGREEMENT  
(Banking)

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2009, by and between the CITY OF ST. LOUIS (“City”), a municipal corporation of the State of Missouri and U.S. Bank (“Concessionaire”), a corporation organized and existing under the laws of the State of Kentucky.

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, a Banking Concession at the Airport is desirable for proper accommodation of the public;

WHEREAS, the City has determined that it is in the public’s best interest for the following objectives to be met in the provision of a Banking Concession:

- Provide a first-class, full-service Banking facility that meets Airport user needs and adds value to other Airport and Airline services;
- Provide passengers with access to their accounts via Automated Teller Machines (ATM) at assigned locations throughout the Airport terminals and concourses;
- Provide excellent customer service by operating the Banking Concession with well-trained, efficient, courteous and pleasant staff;
- Provide a Banking Concession with equipment that is reliable, easy to use and well maintained;
- Be responsive to the Federal Aviation Administration (FAA) and City goals for Airport Concession Disadvantaged Business Enterprise (“ACDBE”) participation in concessions; and

WHEREAS, the City has advertised and received bids for the right to manage and operate a Banking Concession at the Airport, and by this process the City has determined that the Concessionaire is a qualified bidder for this business and has submitted a responsive Bid deemed advantageous to the public and the City.

NOW, THEREFORE, for and in consideration of the payments, promises and 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 concession contract for a Banking Concession and any amendments thereto, duly approved by the City.

“Airport” as stated in the preamble hereof.

“Airport Concession Disadvantaged Business Enterprise (ACDBE)” shall mean a concession that is a for-profit small business concern:

- That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged; or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and

- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“**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.

“**ATM Transaction Fee**” shall mean a fixed percentage of the surcharge for each Foreign ATM Transaction.

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

“**Build-Out or Build-Out Costs**” shall mean costs incurred for the demolition/redevelopment of existing improvements and/or construction of new Improvements to the Premises, including furnishings, fixtures and finishes including Removable Fixtures, costs of architectural design and engineering fees, permits, insurance and construction bonds; but excluding the costs of interest during construction; and overhead of the Concessionaire.

“**City**” as stated in the preamble hereof.

“**Commencement Date**” shall mean December 1, 2009 (see Article IV).

“**Concession**” as stated in the preamble hereof.

“**Concessionaire**” as stated in the preamble hereof.

“**Contract Year**” shall mean a period of twelve (12) consecutive calendar months commencing on the Commencement Date and each 12-month period thereafter (see Article IV).

“**Director**” shall mean the Director of Airports of the City of St. Louis Airport Authority, and incorporates the granting of approval requirements of Article XV hereof.

“**Environmental Laws**” shall mean all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, permit conditions, and orders relating to the generation, use, storage, transportation, or disposal of Hazardous Materials, including, without limitation, the Clean Air Act, 42 U.S.C. §1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; as amended by the Hazardous and Solid Waste, Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 *et seq.*; as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, U.S.C. §1010 *et seq.*

“**Environmental Permit**” shall mean any and all permits, licenses, approvals, authorizations, consents, or registrations required by Environmental Laws, whether federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of Hazardous Materials. (See Article XIV)

“**Foreign ATM Transaction**” shall mean a transaction made with an ATM card not issued by Concessionaire for which a surcharge is administered.

“**Good Faith Efforts**” shall mean efforts to achieve an ACDBE goal or other requirement that, by their scope, intensity and appropriateness to this objective, can reasonably be expected to meet the program’s requirement.

“**Gross Receipts**” shall mean the total revenues from all sources and all types at this Airport under the Agreement performed by Concessionaire, its subcontractors, subsidiaries, associated companies or otherwise, regardless of the point of origin or delivery of the order; and, only the following may be excluded or deducted, as the case may be, from Gross Receipts:

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

- cash or credit refunds given to customers for unperformed services purchased at the Airport;
- receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;
- Sale or trade-in value of any equipment or fixtures that were sold or transferred from the Premises provided the sale or transfer was approved for removal by the Director and the equipment or fixture was owned by Concessionaire.

**“Hazardous Materials”** shall mean friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic, or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.

**“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 within the Premises.

**“Notice”** shall mean a communication between the parties to this Agreement performed in accordance with the requirements of Article XV.

**“Premises”** shall mean a location or locations described in Article II that have been designated by the City for the sale of Concessionaire’s services, and for other uses provided specifically herein, together with all Improvements thereon.

**“Remediation Costs”** shall mean any reasonable losses, expenses, or costs incurred by the City in connection with environmental remediation: (i) required by the appropriate governmental agency responsible for enforcing Environmental Laws or Environmental Permits, and (ii) attributable to Hazardous Materials left on City property in violation of Environmental Laws or Environmental Permits, and caused by, or arising out of, Concessionaire’s operations at the Airport or the Concessionaire’s use of the City’s property. Remediation Costs include investigation and evaluation costs, costs to implement institutional controls or restrictive covenants, sampling and analysis costs, reporting costs, planning and design costs, consultant and contractor costs, labor costs, equipment costs, construction costs, access costs, disposal costs, transportation costs, reasonable administrative costs, reasonable attorneys’ fees and other legal fees and litigation expenses, permit fees and costs, monitoring costs, oversight and inspection costs, claims, demands, causes of action, suits, judgments, damages, compensation, debts, costs, expenses, losses, penalties, fines, stipulated penalties, punitive damages, and other similar liabilities arising out of Concessionaire’s violation of Environmental Laws or Environmental Permits.

**“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 at the Premises on Airport property including the Airport terminals in accordance with rights granted under Article III, as described in **Exhibit “A”**, attached hereto and made a part hereof. The rights granted in Article III hereof must only be exercised within the Premises.

- A. 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, actual, incidental, consequential or special damages resulting from these changes to the Premises.
- B. The City shall have the right to provide reasonable replacement Premises.
- C. The City shall be responsible for the direct, actual and reasonable relocation costs incurred for relocation.
- D. The relocation costs shall not include lost profits.

Concessionaire accepts the Premises **“AS IS”** with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its agents or representatives. City without limitation expressly disclaims and negates as to the

Premises any implied or expressed warranty for a particular purpose and any expressed or implied warranty with respect to the Premises or any portion thereof.

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

### ARTICLE III CONCESSION RIGHTS

Section 301. Rights. City hereby grants to Concessionaire, subject to and in accordance with all of the terms, covenants, warrants and conditions of this Agreement the nonexclusive right, license and privilege and Concessionaire hereby assumes the obligation to design, construct and to operate, manage and maintain a Banking Concession and shall provide the minimum services described in Article VI within the Premises.

Section 302. Limitation of Rights. 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 Concessionaire, Concessionaire shall cease and desist from any further sale or provision thereof immediately and no 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 as to 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 five Contract Years as written below:

Commencement Date: December 1, 2009

Expiration Date: November 30, 2014

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, in as good condition as that existing at the time of Concessionaire's initial entry upon the Premises under this Agreement, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises with or without due process of law.

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

### ARTICLE V FEES AND RENTALS

Section 501. General. Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees and other fees and charges as set forth in this Agreement including, without limitation, in Sections 502, 503, 505, 509 and 510, the utilities described in Article VIII, and the liquidated damages described in Article XIII, without demand, during the term of this Agreement.

Section 502. Concession Fee Payments. During each Contract Year or portion thereof, the Concessionaire agrees to pay to City the "**Concession Fee**" as set out below:

- A. The Concessionaire agrees to pay to City a space rental fee of 100% of the annual, non-airline square footage rate for the West Terminal Bank branch for the Premises described in Exhibit "A" (currently 1,022 sq.ft. X \$53.97 = \$55,157.34 ÷ 12). Each time the annual, non-airline square footage rental rate is adjusted by the City, the space rental fee for the Premises will also be adjusted in like manner; and
- B. An ATM Transaction Fee consisting of 53% of the surcharge for all Foreign ATM Transactions.

Section 503. Payment. Payments for each month of each Contract Year for part A of the Concession Fee shall consist of a payment as billed, in advance on or before the first day of each month. Payments for part B of the Concession Fee shall consist of an amount equal to an ATM Transaction Fee applied to the preceding month's Foreign ATM Transactions to be paid on or before the 15th day of the second and each succeeding month. See Article V and Article XIII for the amount of any applicable service charge or liquated damages.

Section 504. Reports.

- A. 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 as it pertains to ATM surcharges. Concessionaire shall document in a manner satisfactory to the Director a report listing the ATM Transaction Fee and amount due to the Airport, total number of ATM transactions and number of Foreign ATM Transactions subject to surcharge and amount of surcharge, and be certified as accurate by an officer of the Concessionaire. The final statement of ATM Transaction Fees shall be due 120 days after completion of the fifth Contract Year. The City reserves the right to use these statements as a source of information to bidders in a future SFB or Request for Proposals for this Concession.
- B. Concessionaire shall submit an audited report of ATM Transaction Fees within 120 days following the conclusion of each Contract Year. This audit report must be prepared by an independent Certified Public Accountant. The audit report shall, at a minimum, certify the accuracy of: 1) reported total accumulated ATM Transactions; 2) the calculation of the total amount payable to the City based upon the Foreign ATM Transaction Fee; and 3) the aggregate amount of goods and services attributable to ACDBE participants. The audit report 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 ATM Transaction Fees without exception.
- C. 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 Article XI herein.
- D. Concessionaire shall keep, and make available to the City, such records (copies of subcontracts, paid invoices, documentation or correspondence) as are necessary for the City to determine compliance with the ACDBE participation requirement. The City reserves the right to investigate, monitor and/or review records for compliance. Concessionaire shall submit quarterly ACDBE activity reports to the City in a form approved by the Director.

Section 505. Unpaid Fees. All unpaid fee payments due the City hereunder shall bear a service charge of 1½% per month if same is not paid and received by the City on or before the 20th day of the month in which said payments are due; and Concessionaire agrees that it shall pay and discharge all costs and expenses including attorney fees and litigation cost 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 equal to Fifty Thousand Dollars (\$50,000) prior to execution of this Agreement. Such bond or other form of security agreed to by the City, shall remain in full force and effect throughout the term of this Agreement and shall extend at least 180 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 warrants, covenants and agrees to provide City a renewal bond 60 days prior to the expiring bond's expiration date. Such bond shall guarantee the payment of all fees and performance of all other terms, covenants and conditions of this Agreement. The Performance and Payment Bond shall be in the form of standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri: having a "Best" key rating of not less than A and with a "Best" Financial Size Category of not less than Class VIII; and 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 shall be kept in full force and effect during the term hereof. City may agree to another form of deposit which shall provide equal protection

of City's interest. If City cashes the bond or other form of deposit agreed to by the City, Concessionaire agrees to furnish a replacement Performance and Payment Bond or other form of deposit in the same principal amount within 15 days.

Section 507. Prompt Payment of Taxes and Fees. Concessionaire warrants, 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 Concessionaire shall make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts at the Airport. Concessionaire shall make same records available in the St. Louis area for one year following the expiration or early termination of this Agreement. These records shall be accessible during usual business hours to the City or its duly appointed agents or auditors. 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 or 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, records and receipts at any time for the purpose of verifying the ATM Transaction Fees hereunder. If by the results of the audit(s) it is established that additional fees are due the City, the Concessionaire shall pay such fees to the City not later than 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 5% between ATM Transaction Fees reported by Concessionaire and ATM Transaction Fees determined by the audit, the cost of the audit shall be borne by Concessionaire.

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

- A. If the City has paid any sum(s) or has incurred any obligations or expenses for which Concessionaire has agreed to pay or reimburse the City for; or
- B. If the City is required or elects to pay any sum(s) or incurs any obligations or expenses because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the terms, covenants or conditions of this Agreement.

Such payments shall 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 rentals thereafter due hereunder. Each and every part of such payment shall 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.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum(s) by the City for any work done or material furnished shall be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 511. Notice, Place and Manner of Payment. Payments to the City shall be made to the Director of Airports' office, at the Airport, or at such other place as the City may hereafter notify Concessionaire and shall be made in legal tender of the United States.

## ARTICLE VI CONCESSIONAIRE' S OPERATIONS

Section 601. Standards of Service.

- A. 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 Banking Concession serving the needs of all users of the Airport. Concessionaire shall ensure that each customer receives prompt, efficient and courteous service. In conjunction with this requirement, Concessionaire shall ensure that adequate staff is available to provide such service. Concessionaire shall use reasonable efforts to employ an adequate number of bilingual personnel to serve non-English-speaking patrons as demand may warrant.
- B. Concessionaire shall provide, as a minimum, the following services at the bank at all times during which the

branch is open: savings accounts; checking accounts; loans; change for tenants and the public; sale and cashing of Traveler's Checks; night depository; foreign currency; wire transfer; ATMs and four coin and dollar bill change machines to be filled and operational at all times (see Exhibit "A" for locations).

- C. Deliveries of supplies, cash and coin to the Premises shall be made at such times, by such routes/modes and at such locations as the City may reasonably approve.
- D. Premises shall be kept clean, neat, businesslike and in an orderly condition at all times and Concessionaire shall provide for timely disposal of trash and debris at locations designated by the City.
- E. Concessionaire shall submit to the City for approval, on or before commencement date, detailed written operating and security procedures in conjunction with the Airport's Security Operations Division.
- F. Concessionaire shall assure that its agents and employees do not engage in solicitation or pressure sales tactics for products offered on or about the Airport.
- G. Operations shall fully comply with all FAA regulations including security requirements, Airport rules and regulations and Airport security plan. Employees shall be suitably badged in accordance with Airport security procedures and regulations and shall fully comply with the Transportation Security Administration's ("TSA") regulation 1542 regarding conduct and access to the Airfield Operations Area ("AOA").

Section 602. Hours of Operation. Concessionaire agrees to provide banking services to the public five days per week, excluding normal banking holidays. The minimum hours of operation for serving the public shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. Concessionaire may not change the hours of operation without written request to and written approval of the Director. The Director may require Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport. The banking facility must be physically secured by Concessionaire during non-banking operation.

Section 603. Promotion. Concessionaire warrants, covenants and agrees that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder. 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 Concessionaire to diminish the Gross Receipts of Concessionaire under this Agreement shall constitute a material breach hereof and a cause for the termination of this Agreement by the City.

Section 604. Personnel.

- A. Concessionaire shall maintain a sufficient number of trained personnel on duty to ensure that Concessionaire's customers receive prompt and efficient service at all times. Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and/or badges to indicate the fact and nature of their employment. Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this Concession. Concessionaire shall provide proper training of all employees including on-going customer service training and for the certification and/or licensing of employees in all areas of service as their duties might legally require. Concessionaire's employees shall be trained to have sufficient knowledge of the Airport to be able to give clear and accurate directions to the public. Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. Concessionaire shall prohibit and restrain its agents, 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, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.
- B. Concessionaire, at its cost, acknowledges and agrees that it shall conduct employee background checks of each of its personnel if required by the FAA, TSA and/or the Airport. Concessionaire recognizes and agrees that security requirements may change and Concessionaire agrees that it shall comply with all such changes throughout the term of this Agreement.
- C. Concessionaire understands and agrees that fines and/or penalties may be assessed by the FAA or the TSA for Concessionaire's noncompliance with the provisions of TSA regulation 1542 as amended or other applicable laws or regulations. 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.

Section 605. Onset of Service. Concessionaire shall be solely liable and responsible for all costs and expenses pertaining to the design, construction, acquisition, installation, replacement, relocation and maintenance of the Improvements, Removable Fixtures and equipment as is necessary to provide service pursuant to this Agreement. At the time of Bid, Concessionaire submitted a transition plan and development schedule, subject to the approval of the Director, for the efficient transition of service from any 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 Airport users.

Section 606. Pricing.

- A. Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public and substantially similar to the prices charged at street locations. For purposes of this Agreement, the term "street location" shall mean the regular price of the product or service at a non-Airport Bank branch.
- B. Concessionaire submitted at the time of Bid a complete list of all services proposed to be offered and fees for said services in conjunction with paragraph (A) of this section. The Director reserves the right to independently compare Concessionaire's prices to off-Airport branches and require Concessionaire to reduce prices based upon its comparison.
- C. Concessionaire shall have discretionary authority to adjust ATM Transaction Fees proportionate to overhead costs and operating expenses. However, the City will retain the right to review these charges and the Concessionaire will provide the Airport with annual documentation demonstrating that their rates are comparable to those of other local financial institutions.

Section 607. Manager. Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who is thoroughly trained to provide and teach excellent customer service and who shall manage and supervise the operations and facilities and represent and act for Concessionaire. The manager(s) shall ordinarily be available during regular business hours. The manager or a responsible subordinate shall be available for emergencies on a 24-hour basis.

Section 608. Conflicts. Concessionaire shall monitor the movement of its vehicles or equipment to minimize conflict with other functions and Airport users and shall coordinate its use of the Airport with other users.

Section 609. Record Keeping. 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. This system shall be capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of Concessionaire and ACDBE participant(s) under this Agreement (these records are to be retained by Concessionaire). Concessionaire must also maintain records that document, in a format acceptable to the Director, the portion of Gross Receipts attributable to ACDBE participants.

Section 610. Transition Period. If applicable, during any future transition of the Banking concession to another concessionaire, the incumbent Concessionaire hereby warrants, represents, covenants and agrees that 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 611. Operation.

- A. Concessionaire shall be responsible for all aspects of the management and operation of this Concession. Further, Concessionaire shall 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 612. Communication.

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

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

Section 613. Customer Complaints. Concessionaire shall establish procedures for handling all customer complaints. Concessionaire shall respond in writing to every complaint, written or oral, within seven calendar days of the complaint and shall make good faith efforts to explain, resolve or rectify the cause of the complaint. Concessionaire shall provide the Director with a copy of each such complaint and its written response thereto.

Section 614. Deliveries. Concessionaire shall monitor the movement of deliveries to avoid conflict with other functions and Airport users and shall coordinate its use of the receiving dock with other users. All deliveries are the responsibility of Concessionaire and not the City.

#### ARTICLE VII IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by Concessionaire. The design should be sophisticated yet provide a comfortable and inviting atmosphere. Storefronts, if applicable, must be upscale and dynamic while complementing the design of the surrounding terminal space. The materials should provide the highest level of fit and finish yet must be durable enough to survive in the high volume airport environment. Finishes should be easy to maintain and keep clean. Passenger flow must be addressed to eliminate queuing into the public areas. The design must meet the criteria of the ADA along with all similar state and local requirements. Design of the Concession will be subject to the review and approval of the Airport Properties and Planning and Engineering Departments of the Airport. Drawings must be submitted to the Airport Properties Department along with a completed Tenant Construction or Alteration Application ("TCA"). Building permits will be required from St. Louis County. Fire protection drawings must be sealed by a licensed fire protection contractor and are subject to review and approval by the Airport's insurance carrier. No work can begin until drawings have been approved by the City; building permits have been submitted to the City; and a pre-construction conference has been held.

- A. Concessionaire takes the Premises "AS IS" as provided for in Article II hereof, and agrees, at Concessionaire's sole cost and expense, to design, erect, construct, equip and furnish all necessary Improvements, Removable Fixtures and equipment and make related facility changes as needed to operate a Banking Concession, 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.
- 1) Concessionaire shall submit a signed TCA including complete sealed construction drawings and specifications, as required by Section 702 hereof, to the Airport Properties Department for its initial and any future construction. The TCA shall be submitted not more than 30 days following full execution of the Agreement by City. Concessionaire will be asked to submit 30% design drawings for review and comment to expedite the approval of final plans and specifications.
  - 2) 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 construction can begin.)
  - 3) Concessionaire shall submit the contractor's liability insurance certificates and performance and payment bonds, required by Sections 704 and 705 hereof, to the Airport Properties Department not more than 45 days following the TCA approval and prior to commencement of work.
  - 4) Concessionaire shall complete all construction and open all Premises fully fixtured and operational no later than 180 days after full execution of the Agreement by the City, subject to the provisions of Article XIII.
  - 5) Failure to open and operate in accordance with this Section 701 will result in Concessionaire being assessed liquidated damages in the amount of **Five Hundred Dollars (\$500) per day** for each day beyond the 180 days after full execution by the City.
  - 6) Concessionaire shall submit a certificate of completion and a certified copy of a St. Louis County

occupancy permit, to the Airport Properties Department, as required by Section 706 hereof.

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. Concessionaire shall submit detailed drawings, plans and specifications sealed by an appropriate Missouri registered professional for improving and equipping the Premises. Concessionaire shall 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 appertaining to improving and equipping the Premises, Concessionaire shall require the contractor to cause 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, with bodily injury limits of not less than Two Million Dollars (\$2,000,000) as to any one person, and Two Million Dollars (\$2,000,000) as to any one occurrence, and with property damage limits of not less than Two Million Dollars (\$2,000,000) as to any one occurrence. Said insurance shall be in a form acceptable to the City.

Section 704. Performance and Payment Bonds. Concessionaire shall require each of its contractors and suppliers of construction materials to furnish a Performance Bond and Payment Bond **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 (Revised Statutes State of Missouri). Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from the Performance Bond and Payment Bond shall be used for the completion of said construction and/or the payment of laborers and material suppliers, as the case may be.

Section 705. Mechanics' and Materialmen's Liens. Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien or encumbrance to be attached or 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, 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. Concessionaire will provide the City with sealed as-built drawings within 90 days of opening.

Section 707. Signs.

- A. 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, Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of a Banking Concession as contemplated hereunder. Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises. A blade sign, if applicable, installed in accordance with the Airport's blade sign specification must be installed as part of Concessionaire's initial construction.
- B. 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 hereof and the Tenant Design Standards.
- C. Prior to the erection, construction or placement of any sign, 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. Concessionaire shall not place any advertising matter, displays or other literature not directly pertaining to a Banking Concession or place any signs outside of the Premises.

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

All Removable Fixtures shall remain the property of Concessionaire, and shall be removed by Concessionaire at date of expiration or early termination of this Agreement. Within 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 Concessionaire agrees that the Director may require Concessionaire to promptly and timely remove any or all Improvements and structures and restore the Premises to their original condition at the time Concessionaire took possession of the Premises. Concessionaire agrees to bear all costs of such removals and restorations.

#### ARTICLE VIII USE OF PREMISES

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

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

- The structural components of the building.
- The utility system to the point of Concessionaire's connection to the utility system, except where the utility systems are owned or controlled by the utility companies.
- The washing of the exterior of windows in the terminal building.

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

- Perform custodial services daily.
- Keep all its equipment and fixtures in good repair and appearance.
- Keep the Premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.
- Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of Concessionaire or its agents or employees.
- Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. Concessionaire agrees to promptly provide and install same and to abide by such standards.
- Confine all handling and holding of Concessionaire's property to the Premises.
- Keep all papers and debris picked up daily from the Premises.

- Keep the Premises free of all pests, providing such pest control services as required.
- No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and Concessionaire hereby releases and discharges 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, agents, employees, 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 Concessionaire's operations as is practicable) to enter upon and in the Premises for the following purposes:

- A. To inspect such Premises to determine whether Concessionaire has complied and is complying, with the terms, covenants and conditions of this Agreement.
- B. To perform maintenance and make repairs Concessionaire is obligated, but has failed to do after the City has given Concessionaire notice to do so, in which event, Concessionaire shall reimburse the City for the cost thereof, plus a charge of 15% for overhead, promptly upon demand.
- C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.
- D. To perform inspections, testing, reporting, surveys, environmental inspections, studies and assessments during normal business hours.

Section 804. Utilities. City shall provide electricity for the ATM(s). Concessionaire shall provide and pay for other utilities it requires, including telephone and/or data line connections. If dedicated circuits are required, the installation is the Concessionaire's responsibility.

If service outlets are not available where needed, Concessionaire shall be responsible for bringing electrical service to the Premises. 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 Concessionaire.

Concessionaire shall pay for all costs of other utilities, including but not limited to deposits; installation costs; connection charges; telephone and/or data lines it requires; 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.

If required by building codes or other regulations, Concessionaire shall pay for the cost of installation of fire detection and suppression distribution equipment in the Premises. Concessionaire shall pay for the connection of fire detection equipment up to City provided z-tie boxes. Concessionaire shall pay for the connection of fire suppression equipment up to City provided sprinkler mains and tamper switches.

The City shall not be liable to 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. 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, actual or incidental, consequential or special damages.

Section 805. Interference to Air Navigation. 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 FAA, will be constructed or permitted to remain in or on the Premises. Any obstructions will be immediately removed by Concessionaire at its expense. Concessionaire warrants, represents and agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the control tower and its operations. Concessionaire further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

ARTICLE IX  
INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 901. Insurance.

- A. General. Concessionaire at all times during the term hereof, shall cause St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City; their officers, agents and employees to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of Concessionaire, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.
- B. Risks and Minimum Limits of Coverage. Concessionaire shall procure and maintain the following policies of insurance:
- 1) Commercial General Liability in an amount not less than Two Million Dollars (\$2,000,000). Such coverage shall be single limit liability with no annual aggregate.
  - 2) Automobile Liability Insurance. Concessionaire shall provide in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence (for automobiles used by Concessionaire in the course of its performance hereunder, including Concessionaire's non-owned and hired autos). In addition, Concessionaire shall carry excess coverage in the amount of Two Million Dollars (\$2,000,000) to Concessionaire's automobile liability insurance.
  - 3) Workers' Compensation and Employer's Liability Insurance, in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Concessionaire elects to be self-insured, Concessionaire shall comply with the applicable requirements of law. Concessionaire shall require that all its subcontractors or licensees similarly provide such coverage (or qualify as a self-insured) for their respective employees. City, its officers, employees, or agents shall not be liable or responsible for any claims or actions occasioned by Concessionaire's failure to comply with the provisions of this subparagraph and that the indemnification provisions hereof shall apply to this section. It is expressly agreed that the employees of Concessionaire are not employees of the City for any purpose, and that employees of the City are not employees of Concessionaire.
  - 4) Contents Insurance. Concessionaire shall be solely responsible for obtaining insurance policies that provide coverage for losses of Concessionaire-owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Concessionaire's cost for such insurance.
  - 5) Builders Risk Insurance. During any period of construction or reconstruction for which Concessionaire contracts, Concessionaire shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City shall be named Loss Payee on Builders Risk coverage to the extent of the City's interest therein (except to the extent coverage relates to Concessionaire's equipment and personal property). Concessionaire may elect to self-insure for individual projects with a total cost of Fifty Thousand Dollars (\$50,000) or less.
  - 6) Other Property Coverage. Concessionaire shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Concessionaire's improvements to the Premises, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City's interest therein (except to the extent coverage relates to Concessionaire's equipment and personal property).
- C. Issuers of Policies. The issuer of each policy required herein shall be a financially sound insurance company authorized to issue insurance policies in the State of Missouri. Acceptable insurers include insurance companies with an "A.M. Best Company" rating of at least an "A," or other insurers or insurance syndicates of similar recognized responsibility.
- 1) Form of Policies. The insurance may be in one or more policies of insurance.

- 2) Non-waiver. Nothing the City does or fails to do shall relieve Concessionaire from its duties to provide the required coverage hereunder, and the City's actions or inactions shall not be construed as waiving the City's rights hereunder.
  - 3) Insured Parties. Each policy by endorsement, except those for Workers' Compensation and Employer's Liability, shall name the City, its officers, agents, and employees as "additional insured" on the certificate of insurance, including all renewal certificates, to the extent of Concessionaire's indemnification obligations hereunder. Inclusion as an "additional insured" is not intended to, and shall not, make the City a partner or joint venturer with Concessionaire in its operations.
  - 4) Deductibles. Concessionaire shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish Concessionaire's rights or increase Concessionaire's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 904 hereof.
  - 5) Cancellation. Each policy shall expressly state that it may not be cancelled, materially modified or non-renewed unless a 30-day advance notice is given in writing to the City by the insurance company, or authorized representative of Concessionaire.
  - 6) Subrogation. Each policy shall contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.
  - 7) Endorsement of Primary Insurance. Each policy hereunder except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insured and Loss Payee with respect to claims arising hereunder.
  - 8) Liability for Premium. Concessionaire shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Concessionaire fails to obtain the insurance as required herein or make premium payments, the City may, without further notification, effect such insurance or make such payments on Concessionaire's behalf and, after notice to Concessionaire, the City may recover the cost of those payments with the installment of Fees and Charges next due, plus 15% administrative charge, from Concessionaire.
  - 9) Proof of Insurance. Within 30 days of the effective date of this Agreement and at any time during the term hereof, Concessionaire shall furnish the City with certificates of insurance. At least five days prior to the expiration of any such policy, Concessionaire shall submit to the City a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Concessionaire shall, within 15 days after the date of such notice from the insurer of such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Concessionaire, the City shall have the right to examine Concessionaire's insurance policies.
- D. Maintenance of Coverage. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Concessionaire, continuously and without interruption, maintain in force the required insurance coverages set forth above.
- E. City Right to Review and Adjust Coverage Limits. The City reserves the right at reasonable intervals during the term of this Agreement to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Concessionaire, and, based on the written recommendations of such consultant, and in consultation with Concessionaire, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

Section 902. Concessionaire Actions Affecting Insurance. Concessionaire shall not knowingly do or permit to be done anything, either by act or failure to act, that may cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that may cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such Concessionaire's act, or failure to act, causes cancellation of any policy, then

Concessionaire shall immediately, upon notification by the City, do whatever is necessary to cause reinstatement of said insurance. Furthermore, if Concessionaire does or permits to be done any act or fails to do any act which causes an increase in the City's insurance premiums, Concessionaire shall immediately remedy such actions and/or pay the increase in premiums, upon notice from the City to do so; but in any event, Concessionaire will hold the City harmless for any expenses and/or damage resulting from any such action.

Section 903. Damage to Premises.

- A. **Minor Damage.** If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Premises untenable as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section.
- B. **Substantial Damage.** If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Premises untenable but capable of being repaired, as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this section. In such case, the fees payable hereunder with respect to affected Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the untenable area bears to the total Premises of the same category or type of space. Such abatement in fees will continue until the affected Premises are restored adequately for Concessionaire's use. The City shall use its best efforts to provide alternate facilities to continue Concessionaire's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space, provided that Concessionaire's rental costs shall not increase as a result of any such alternate facilities unless Concessionaire requests additional space and/or space replacement of a classification at higher rental rates concurrent with such reassignment to alternate facilities.
- C. **Total Damage.**
- 1) If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Premises incapable of being repaired, as determined by the City, the City shall notify Concessionaire as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct such premises. The fees payable hereunder with respect to affected Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Concessionaire.
  - 2) If the City elects to reconstruct or replace affected Premises, the City shall use its best efforts to provide alternate facilities to continue Concessionaire's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space. However, if such damaged space shall not have been replaced or reconstructed, or the City is not diligently pursuing such replacement or reconstruction, within six months after the date of such damage or destruction, Concessionaire shall have the right, upon giving the City a 30-day advance notice, to delete the affected Premises from this Agreement, but this Agreement shall remain in effect with respect to the remainder of said Premises, unless such damaged or destroyed premises prevent Concessionaire from operating its Banking Concession at the Airport.
  - 3) If the City elects not to reconstruct or replace affected Premises, the City shall meet and consult with Concessionaire on ways to permanently provide Concessionaire with adequate replacement space for affected Premises. Concessionaire shall have the right, upon giving the City a 30-day advance notice, to delete the affected Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Premises, unless the loss of such premises prevents Concessionaire from operating its Banking Concession at the Airport.
- B. **Scope of Restoration of Premises.**
- 1) The City's obligations to repair, reconstruct, or replace affected Premises under the provisions of this section shall in any event be limited to using due diligence and best efforts to restore affected Premises to substantially the same condition that existed prior to any such damage and shall further be limited

by the provisions of Sections 903 A-C. If the City elects to repair, reconstruct, or replace affected premises as provided in this section, then Concessionaire shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, and other items provided or installed by Concessionaire in or about the Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.

- 2) In lieu of the City's repair, reconstruction, or replacement of the affected premises, as provided in this section, if Concessionaire requests to perform said function with respect to damage under Sections 903 A and B, the City may, in its sole discretion, allow Concessionaire to do so. Any such work by Concessionaire must be done in accordance with the requirements of Article VII. The City shall reimburse Concessionaire for the cost of such work performed by Concessionaire. Concessionaire shall be considered to be doing such work on its own behalf and not as an agent or contractor of the City.
- E. **Damage From Concessionaire Negligence.** Notwithstanding the provisions of this Section, if damage to or destruction of the Premises is due to the negligent or willful acts of Concessionaire, its agents, servants, or employees, or those under its control, there shall be no abatement of fees during the restoration or replacement of said Premises. In addition, Concessionaire shall have no option to delete the affected Premises from this Agreement. To the extent that the costs of repairs pursuant to this section shall exceed the amount of any insurance proceeds payable to the City by reason of such damage or destruction, Concessionaire shall pay the amount of such additional costs to the City.

Section 904. **Indemnification.** Concessionaire shall defend, indemnify, and hold harmless St. Charles County, Missouri; St. Clair County, Illinois; St. Louis County, Missouri; the City; their respective officers, agents and employees (the "**Indemnified Parties**") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of 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, arising out of and in connection with this Agreement, the conduct of the Concessionaire, or Concessionaire's use of its Premises or other areas or facilities at the Airport by Concessionaire, its agents, employees, contractors, or subcontractors, including, but not limited to:

- A. The acts or omissions of Concessionaire, its agents, employees, contractors, or suppliers;
- B. Concessionaire's use or occupancy of the Airport and the Premises; and
- C. Any violation by Concessionaire in the conduct of Concessionaire's Banking Concession or its use of its Premises or other areas or facilities at the Airport of any provision, warranty, covenant, or condition of this Agreement.

Concessionaire shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Concessionaire shall defend, indemnify, pay, and hold harmless the Indemnified Parties from and against all applicable taxes and assessments for which the City may become liable and which by law may be levied or assessed on the Premises, or which arise out of the operations of Concessionaire or by reason of Concessionaire's occupancy of its Premises except for any taxes or assessments based on the gross or net income or gross or net receipts of the City that are not allocable to Concession-related receipts. Concessionaire may, at its own risk, cost, and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Concessionaire to contest or appeal the same. Concessionaire shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City, upon request by the City, copies of receipts of payment. If the City receives any tax billings falling within the scope of this paragraph, it will forward said billings to Concessionaire. Concessionaire shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

Concessionaire shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Concessionaire, its agents, employees, contractors, or suppliers, in conjunction with Concessionaire's use and/or occupancy of the Premises or its operations at the Airport. Concessionaire will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Concessionaire shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Concessionaire may enter into related to its activities at the Airport, and any such sublease, contract or other agreement shall specifically provide that the City is a third-party beneficiary of this and related provisions. This provision does not constitute a waiver of any other condition of this Agreement.

prohibiting or limiting assignments, subletting or subcontracting.

If a prohibited incursion into the air operations area occurs, or if the AOA or sterile area security is breached, by or due to the negligence or willful act or omission of any of Concessionaire's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Concessionaire shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall notify Concessionaire of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.

Concessionaire's obligation to defend and indemnify past officers, employees, and agents of the City shall apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.

The City shall promptly notify Concessionaire of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Concessionaire hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Concessionaire with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Concessionaire.

The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Concessionaire is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Concessionaire herein agrees to indemnify and hold the City harmless, the City shall promptly notify Concessionaire of such claim and, if Concessionaire does not settle or compromise such claim, then Concessionaire shall undertake the legal defense of such claim both on behalf of Concessionaire and on behalf of the City, at Concessionaire's expense; provided, however, that Concessionaire shall immediately notify City if a conflict between the interests of Concessionaire and City arises during the course of such representation. Concessionaire shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Director, in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Concessionaire in accordance with this Section. Any final judgment rendered against the City for any cause for which Concessionaire is liable hereunder shall be conclusive against Concessionaire as to amount upon the expiration of the time for appeal there from. Nothing in this Article IX shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This section shall not be construed as a waiver of the City's sovereign or other immunity.

The City, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this section.

Notwithstanding the provisions of this section, Concessionaire shall have no obligation to defend, indemnify, or hold harmless the City for any consequential damages or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements if the City is conclusively determined to be more than 50% liable due to contributory negligence.

This section shall survive the expiration or early termination of this Agreement. Concessionaire understands and agrees that any insurance protection furnished by Concessionaire pursuant to Section 901 shall in no way limit Concessionaire's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 905. City Not Liable. Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Concessionaire for:

- A. Any acts or omissions of Concessionaire, its officers, directors, employees, agents, contractors, or suppliers, or for any conditions resulting from the operations or activities of Concessionaire's directors, officers, employees, agents, contractors, or suppliers;
- B. Concessionaire's failure to perform any of the obligations hereunder or for any delay in the performance thereof;
- C. Any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Concessionaire's business or other operations or activities, or which might otherwise cause damages to

Concessionaire through loss of business, destruction of property, or injury to Concessionaire, its officers, directors, employees, agents, contractors, suppliers, passengers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or

- D. Bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

#### ARTICLE X ASSIGNMENT AND SUBCONTRACTING

##### Section 1001. Assignment and Subcontracting.

- A. 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 90 days after written notice thereof, to exercise the City's option hereby given to terminate this Agreement no sooner than 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 Concessionaire's right, title and interest in the Concessionaire's furnishings, Removable Fixtures, or Concessionaire's interest in this Agreement, as a trustee in bankruptcy or as 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. 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 ACDBE participation goal in Article XII of this Agreement. At least 60 days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, 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: strict compliance with all provisions of this Agreement; a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and a provision ensuring that all Concession services are available during the hours of operation required by Article VI.
- C. The parties understand and agree that Concessionaire is responsible for the performance of its assignees, sublessees, and subcontractors under this Agreement. 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 Concession Fee payable to the City during any such period of change-out or vacancy of a subcontractor or sublessee.
- D. 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 Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Article XI. 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. 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 thereby justifying the termination of this Agreement in its entirety.

- A. If the fees, charges, or other money payments which Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.

- B. If during the term of this Agreement, Concessionaire shall:
- 1) Apply for, or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets;
  - 2) File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
  - 3) Make a general assignment for the benefit of creditors;
  - 4) File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
  - 5) File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree shall be entered by any court of competent jurisdiction; or the application of a creditor, adjudicating Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of Concessionaire, and such order, judgment or decree, shall continue unstayed and in effect for any period of 90 consecutive days;
  - 6) Fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;
  - 7) Fail to prevent cessation or deterioration of service for a period which, in the opinion of the Director, materially and adversely affects the overall performance of Concessionaire under this Agreement;
  - 8) Allow a lien to be filed against Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of Concessionaire that is not removed or enjoined within 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 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 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 Concessionaire for any period or periods after a default by Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estopping of any right on the part of the City to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any said term, covenant or condition.

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

- A. If a court of competent jurisdiction issues an injunction or restraining order against 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 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 45 days have elapsed after written Notice by either party to the other specifying the date and cause of termination. No such termination shall be effective if the party at default: cannot by the nature of the default cure it within such 45-day period; commences to diligently correct such default within such 45-day period; and corrects such default as is reasonably practicable. Notwithstanding the foregoing, the effective date for termination shall be 30 days after written Notice by City to Concessionaire for failure to make any payment when due, or for failure to provide the security for performance as specified in Article V or for failure to provide any insurance coverage as specified in Article IX unless cured in such 30 days after written Notice by City to Concessionaire.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and Concessionaire specified in this Article XI 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**  
**AIRPORT CONCESSIONAIRE DISADVANTAGED**  
**BUSINESS ENTERPRISE (ACDBE) PARTICIPATION**

Section 1201. Compliance.

- A. Concessionaire agrees as a condition hereunder to meet a minimum ACDBE participation goal of not less than 15% participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23. 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 ACDBE goal will only be given for the use of Missouri Regional Certification Committee (MRCC) certified ACDBEs.

Concessionaire submitted at the time of the Bid, evidence that it completed the applicable Good Faith Efforts procedure specified in the SFB for a Banking Concession.

- B. If Good Faith Efforts resulted in the fulfillment of the ACDBE goal, Concessionaire will not be required to perform additional Good Faith Efforts, except in the event that Concessionaire's ACDBE participation fails to continue to meet the goal or comply with the applicable federal regulations. In the event Concessionaire's ACDBE participation fails to continue to meet the goal or comply with applicable federal regulations, Concessionaire will be required to perform the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought within three months following the loss of ACDBE participation and continue at intervals of not less than 12 months, or until the ACDBE goal is reached by Concessionaire.
- C. If Good Faith Efforts did not result in fulfillment of the ACDBE goal, Concessionaire must again complete the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought within three months following commencement of the term of this Agreement and continue at intervals of not less than 12 months, or until the ACDBE goal is reached by Concessionaire.
- D. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, creed, color, religion, sex, national origin or ancestry in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.
- E. Concessionaire shall operate its Banking Concession in compliance with all other requirements imposed by or pursuant to 49 CFR Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. Concessionaire shall also comply with any City of St. Louis executive orders, resolutions or ordinances 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 defaults or breaches 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 default or breach to impose the charges set forth below as liquidated damages on the basis of each default or breach. The first default or breach in any category will result in a warning letter. The second default or breach will require Concessionaire to pay liquidated damages in the amount listed below. For the third default or breach in the same category, Concessionaire will pay City liquidated damages in the amount listed below. For the fourth and each subsequent cumulative default or breach, Concessionaire shall pay to City the third default or breach amount plus an additional 100%. Such liquidated damages shall be due and payable by the Concessionaire within 30 days of the City's request or notice. The stated defaults or breaches in this Section 1301 are cumulative over the term of this Agreement and are in addition to any other remedies City may have under this Agreement or at law or in equity. For any defaults or breaches specified in this section with associated liquidated damages, the City agrees to provide immediate written notice via facsimile and overnight courier of any such default or breach and the amount of liquidated damages due and payable to the City.

BREACH OR DEFAULT	SECOND BREACH	THIRD BREACH
A. Unapproved equipment or placement of equipment in areas not authorized by City.	\$500.00	\$750.00
B. Late monthly reporting of gross receipts in breach of Article V.	\$25.00 per day	\$50.00 per day
C. Failure to deliver on time required items such as reports, schedules, manuals or other materials as specified in this Agreement.	\$200.00	\$300.00
D. Other non-monetary defaults that disrupt operations, traffic in terminal or customer service.	\$500.00	\$750.00
E. Inoperable equipment or equipment not repaired within 15 days of notice to Concessionaire.	\$200.00	\$300.00
F. Late annual financial reporting in breach of Article V.	\$50.00 per day	\$100.00 per day

#### ARTICLE XIV ENVIRONMENTAL REQUIREMENTS

Section 1401. Environmental Laws. Concessionaire warrants and covenants that in conducting any activities or business at the Airport, including any activities directly related or incidental to this Agreement, Concessionaire shall comply with any and all applicable Environmental Laws.

Section 1402. Environmental Permits. Concessionaire shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Concessionaire engages at the Airport.

Concessionaire shall comply with any requirement imposed by an Environmental Permit obtained by the City that is applicable to Concessionaire or Concessionaire's activities at the Airport; provided, however that the City shall adequately notify Concessionaire of such Environmental Permit and associated requirements, including all applicable deadlines for compliance.

The City and Concessionaire shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit to insure safety and to minimize cost of compliance.

Section 1403. Duty to Notify City. In the event of any release or threatened release of Hazardous Materials caused by Concessionaire, its employees, agents, contractors, suppliers, guests, or invitees, and which is required by applicable Environmental Laws or Rules and Regulations to be reported by Concessionaire, whether as a result of negligent conduct or otherwise, at, on, under or about the Airport, or any portion thereof, or in the event any written claim, demand, complaint or action is made or taken against Concessionaire that pertains to Concessionaire's failure or alleged failure to comply with any Environmental Laws or Environmental Permits at the Airport, Concessionaire shall notify the City as soon as reasonably practical of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all such claims, demands, complaints, notices, or actions so made. If Concessionaire is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Airport, or any part thereof, Concessionaire shall simultaneously provide a copy of such notice or report to the City.

Section 1404. Environmental Remediation. Concessionaire shall undertake all necessary steps required under applicable Environmental Laws and Environmental Permits to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting solely from, the activities, conduct of Concessionaire or its agents, employees, contractors, or suppliers at the Airport, whether resulting from negligent conduct or otherwise (“**Remediation Work**”). Such Remediation Work shall be performed at Concessionaire’s expense. Except in the event of an emergency, such Remediation Work shall be performed after Concessionaire submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City’s approval shall not be unreasonably withheld or delayed. The City expressly reserves the right to review and approve any proposed: remedial investigations; remedial work plans; interim and final remedies; institutional controls; or other associated documents prior to submittal to the relevant governmental agencies responsible for enforcing Environmental Laws or Environmental Permits. Specific cleanup levels for any Remediation Work by Concessionaire shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits. Neither an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City’s use and enjoyment of its property or the Airport, or that of current and future tenants. The City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice.

Section 1405. Access for Environmental Inspection. Upon reasonable notification to Concessionaire, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Concessionaire is using the Premises in accordance with all applicable Environmental Laws and Environmental Permits. Concessionaire shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Concessionaire’s operations. If the City’s inspection results in any type of written report, the City shall provide Concessionaire a reasonable opportunity to timely review and comment on a draft of the report. Concessionaire shall provide to City, for its review and comment, copies of: any and all notices of alleged non-compliance issued by governmental agencies responsible for enforcing Environmental Laws or Environmental Permits; draft official submittals (proposed final drafts) prepared by, or on behalf of, Concessionaire responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or final, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with this subsection to the extent consistent with the City’s legal obligations.

Section 1406. Corrective Action by City. If Concessionaire fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities at the Airport, or if Concessionaire fails to conduct necessary Remediation Work in a timely manner as required under this Section, the City, as required by applicable Environmental Laws and Environmental Permits, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants and insure such compliance with such Environmental Laws and Environmental Permits. All Remediation Costs incurred by the City shall be paid or reimbursed by Concessionaire. Remediation Work, if necessary, shall be performed in accordance with the provisions of Section 1404, but only after first having provided Notice to Concessionaire of such failure to comply, and 30 days within which Concessionaire may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Concessionaire’s compliance reasonably requires more than 30 days to complete, the City may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon Concessionaire’s failing to timely begin curing such noncompliance within such 30-day period and to continue diligently working to achieve compliance thereafter.

Section 1407. Review of Environmental Documents. At the reasonable request of the City, Concessionaire shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Concessionaire has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to environmental issues, Environmental Laws or Environmental Permits and which pertain to the Airport or the Premises, and which would be discoverable in litigation.

Section 1408. Cumulative Remedies. All remedies of the City as provided herein with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City’s right to indemnification as provided under this Section shall survive the expiration or early termination of this Agreement.

#### ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1501. 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. **A copy of all notices shall also be mailed to the Airport Properties Division Manager at the same address.** All notices, demands and requests by the City to Concessionaire shall be sent by certified mail, return receipt requested addressed to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 Concessionaire or said Director.

Section 1502. Non-Discrimination and Affirmative Action Program.

- A. Concessionaire hereto understands and agrees that the City in the operation and use of the 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. Concessionaire hereby agrees that his premises shall be posted to such effect as required by said regulations.
- B. 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. 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. 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". Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.
- D. Concessionaire 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.
- E. Concessionaire further agrees that these clauses (B through D) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, 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.
- F. Whenever Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through E) of these provisions relating to fair employment practices, Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten days.
- G. Concessionaire shall 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.
- H. 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, religion, sex, national origin or ancestry be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the

services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered sub organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- I. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 CFR Part 23. The Concessionaire or contractor agrees that it will not discriminate against any business owner because of owner's race, color, national origin or sex in connection with the performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR 23.
- J. The Concessionaire or contractor agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR 23 that it enters into, and cause those businesses to similarly include the statement in further agreements.

Section 1503. No Personal Liability. No Alderman, Commissioner, Director, officer, agent or employee of either party shall be personally liable under or in connection with this Agreement.

Section 1504. Force Majeure. Neither the City nor Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control.

Section 1505. 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 1506. Quiet Enjoyment. Subject to the terms, covenants and conditions of the Agreement, the City covenants that Concessionaire, on paying the fees and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the Premises.

Section 1507. 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 1508. 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 1509. 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 1510. Modifications for Granting FAA Funds. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document, Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable the City to obtain said FAA funds, provided that in no event shall such changes substantially impair the rights of Concessionaire hereunder.

Section 1511. Governing Law. This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Missouri, and is subject to the City's Charter and ordinances, as they may be amended from time to time.

Section 1512. 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 1513. 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 1514. 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 Concessionaire and the City.

Section 1515. Required Approvals. When the consent, approval, waiver, or certification (“**Approval**”) of other party is required under the terms of this Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director 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 and Concessionaire or its designee. Whenever the Approval of the City, or the Director, or Concessionaire is required herein, no such Approval shall be unreasonably requested or withheld.

Section 1516. 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 waiving party.

Section 1517. Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such term, covenant, condition or provision does not materially prejudice either the City or Concessionaire in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Agreement.

Section 1518. 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 and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 1519. 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. 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 1520. Advertising. Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotional service or publication without the prior written consent of the Director.

Section 1521. Conflicts Between Tenants. In the event of a conflict between Concessionaire, and any other tenant, licensee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Concessionaire agrees to be bound by such decision. All determinations by the Director are final and binding.

Section 1522. 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 1523. Solicitation for Bids (SFB). Concessionaire’s Bid, including all exhibits, schedules, addenda, attachments, policies, bonds, letters of credit and the SFB for a Banking Concession at the Airport dated **July 6, 2009** is hereby made a part of this Agreement and is incorporated herein by reference. If an express provision of this Agreement or the Exhibits attached hereto is in conflict with any provision of Concessionaire’s Bid or the SFB referred to above, the provisions of this Agreement shall prevail.

Section 1524. Americans with Disabilities Act (“ADA”). Concessionaire shall be responsible for compliance with the federal ADA, plus any federal, state, or local laws or regulations and City Ordinances pertaining to the disabled individual having access to Concessionaire’s services.

Section 1525. 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 condition of this Agreement.

Section 1526. 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 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 1527. Security Plan and Facilities. Concessionaire hereby acknowledges that the City is required by the TSA regulation 1542 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the AOA. The City has met said requirements by developing a master security plan for the Airport, and Concessionaire 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 Concessionaire hereunder. Concessionaire will, within 30 days of the City's request, reimburse the City for all fines or penalties imposed upon City by the TSA or the FAA resulting from Concessionaire's negligence or failure to act in relation to TSA regulation 1542 or any other applicable Airport security regulations.

Section 1528. Environmental Notice. Concessionaire shall promptly notify the Director of any change in the nature of the Concessionaire's operations on the Premises that will materially and/or substantially change the Concessionaire's or City's potential obligations or liabilities under the environmental laws; or the commencement by 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.

Section 1529. Living Wage Compliance Provisions. This Agreement is subject to the St. Louis Living Wage Ordinance No. 65597 ("**Ordinance**") and the "**Regulations**" associated therewith, as may be amended from time to time. Copies of Ordinance and Regulations may be obtained by contacting City Compliance Official, M/W/DBE Certification and Compliance Office, P.O. Box 10212, St. Louis, Missouri, 63145-0212 and are incorporated herein by reference. The Ordinance and Regulations require the following compliance measures, and Concessionaire hereby warrants, represents, stipulates and agrees to comply strictly with these measures:

- A. **Minimum Compensation:** Concessionaire hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Adjustment Bulletin (**Exhibit "B"**), which is incorporated herein. The initial rate shall be adjusted each year no later than April 1, and Concessionaire hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Adjustment Bulletin at the time the Living Wage Adjustment Bulletin is issued.
- B. **Notification:** Concessionaire shall provide the Living Wage Adjustment Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish and other languages spoken by a significant number of Concessionaire's employees within thirty (30) days of the execution of this Agreement for existing employees and within thirty (30) days of employment for new employees.
- C. **Posting:** Concessionaire shall post the Living Wage Adjustment Bulletin, together with a "Notice of Coverage", in English, Spanish and other languages spoken by a significant number of Concessionaire's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
- D. **Subconcessionaires/Sublessees:** Concessionaire hereby agrees to require Subconcessionaires/Sublessees, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subconcessionaires/Sublessees. Concessionaire shall include these Living Wage Compliance Provisions in any contract with such Subconcessionaires/Sublessees.
- E. **Term of Compliance:** Concessionaire hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term of this Agreement, and to submit the reports required by the Regulations for each calendar year or Portion thereof during which this Agreement is in effect.
- F. **Reporting:** Concessionaire shall provide the annual reports and attachments required by the Ordinance and Regulations.
- G. **Penalties:** Concessionaire acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations. These penalties, as provided in the Ordinance and Regulations, may include, without limitation, suspension or termination of this Agreement, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.
- H. Concessionaire hereby acknowledges receipt of a copy of the Ordinance and Regulations.

(The balance of this page is intentionally blank.)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year last written below.

CONCESSIONAIRE BY:

ATTESTED TO BY:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEDERAL TAX ID# \_\_\_\_\_

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT® pursuant to City Ordinance # \_\_\_\_\_ approved the \_\_\_\_\_ day of \_\_\_\_\_, 2009:

The foregoing Agreement was approved by the Airport Commission at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BY:

\_\_\_\_\_  
Commission Chairman and Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BY:

\_\_\_\_\_  
Secretary, Board of Estimate and Apportionment Date

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

\_\_\_\_\_  
City Counselor Date  
City of St. Louis

\_\_\_\_\_  
Comptroller Date  
City of St. Louis

ATTESTED TO BY:

\_\_\_\_\_  
Register, City of St. Louis Date

**EXHIBIT "A"  
PREMISES**

**EXHIBIT "B"  
LIVING WAGE ADJUSTMENT BULLETIN**

**ST. LOUIS LIVING WAGE ORDINANCE**

**LIVING WAGE ADJUSTMENT BULLETIN**

**NOTICE OF ST. LOUIS LIVING WAGE RATES  
EFFECTIVE APRIL 1, 2009**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

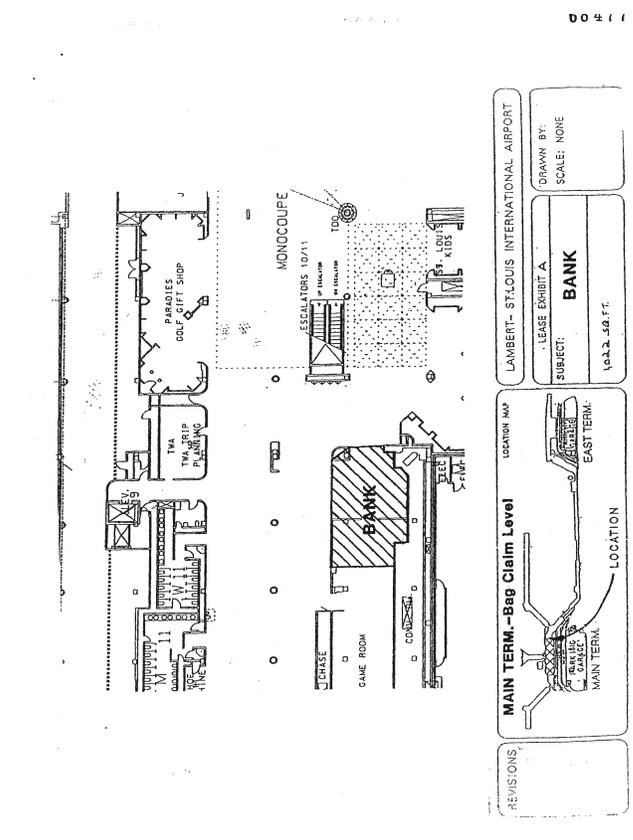
- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.33** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$14.57** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.24** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2009**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.stlouiscity.com/livingwage> or obtained from:

City Compliance Official  
 DBE Program Office  
 P.O. Box 10212  
 St. Louis, MO 63145  
 (314) 426-8111

Dated: February 14, 2009



68477

## AIRPORT CHANGE MACHINE LOCATIONS

1. Main Terminal Mid Level at escalator across from Bagel Shop, between columns 18 and 19.
2. Concourse A Locker alcove across from "B" Lounge, between columns 37 and 38.
3. Concourse C Vending alcove adjacent to C-25 holdroom, at column line 110.
4. East Terminal Locker alcove across from Chili's Too, between column lines 229 and 230.

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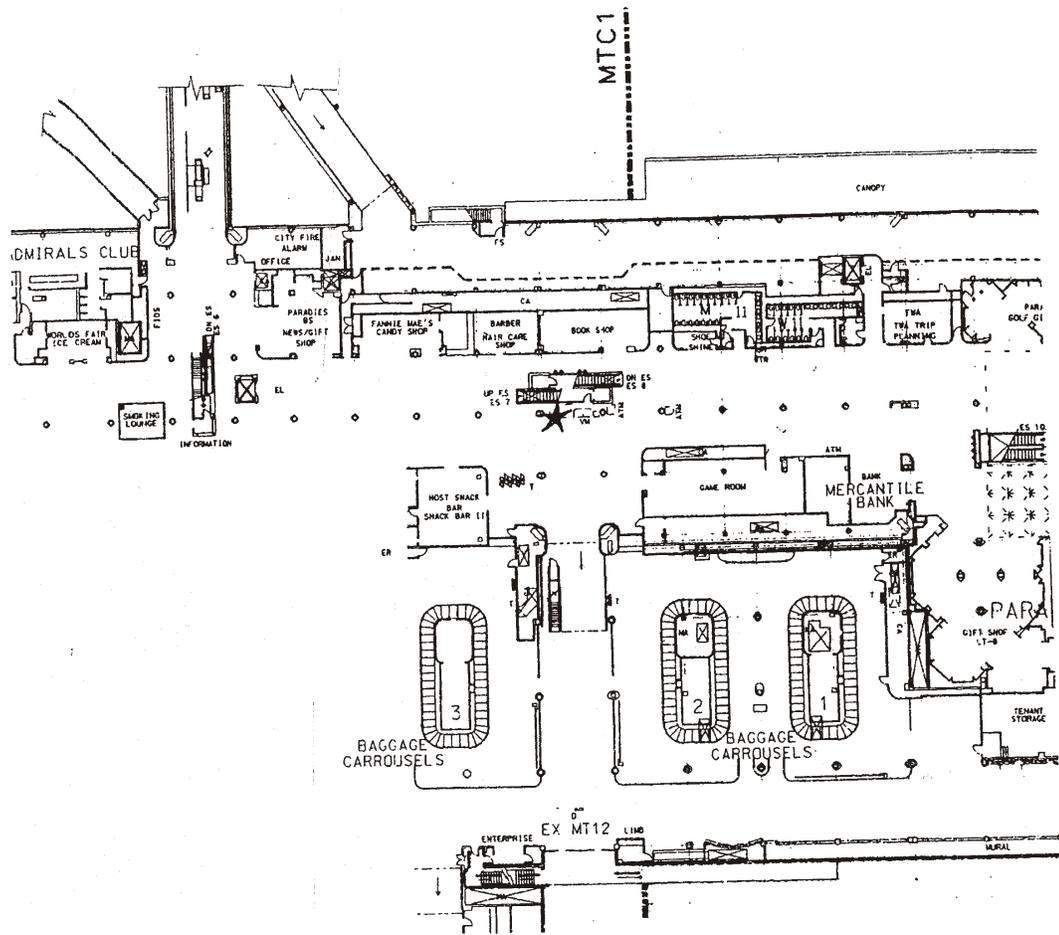


EXHIBIT A  
CHANGE MACHINE LOCATIONS  
LOCATION 1



68477

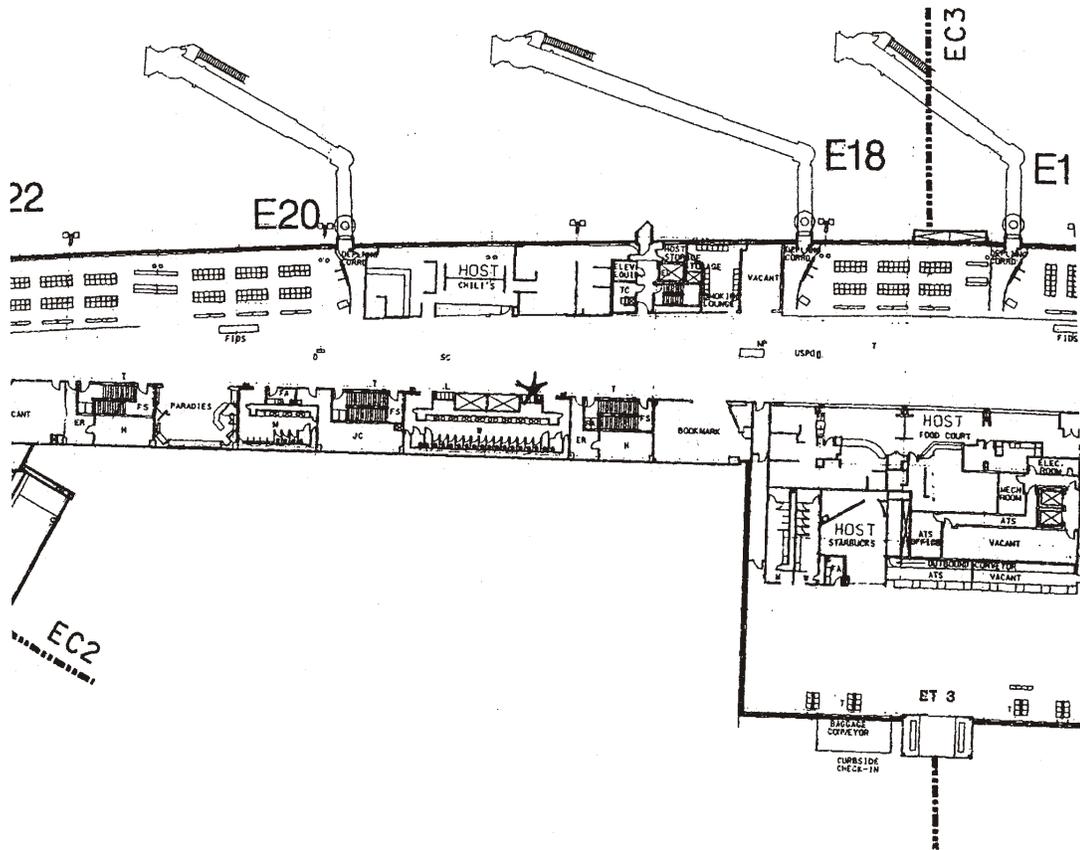


EXHIBIT A  
CHANGE MACHINE LOCATIONS  
LOCATION 4

68477

## CONCOURSE ATM LOCATIONS

1. Concourse A Locker alcove between columns 23 and 24 in the center of the concourse.
  2. Concourse B Locker alcove between columns 19 and 20 in the center of the concourse.
  3. Concourse C Initial installation between doors between columns 64 and 78, south side of concourse.
  4. Concourse C Secondary installation under stairway between columns 115 and 116, south side of concourse.
  5. Concourse D Initial installation in alcove across from D6 between columns 112 and 113.
  6. Concourse D Secondary installation in alcove between columns 165 and 166, south side of concourse.
  7. Concourse E Locker alcove between columns 228 and 229, across from Chili's Too.
  8. Main Terminal On North exterior wall of bank location.
  9. East Terminal Baggage Claim Level across from exit ET12.
-

68477 - III

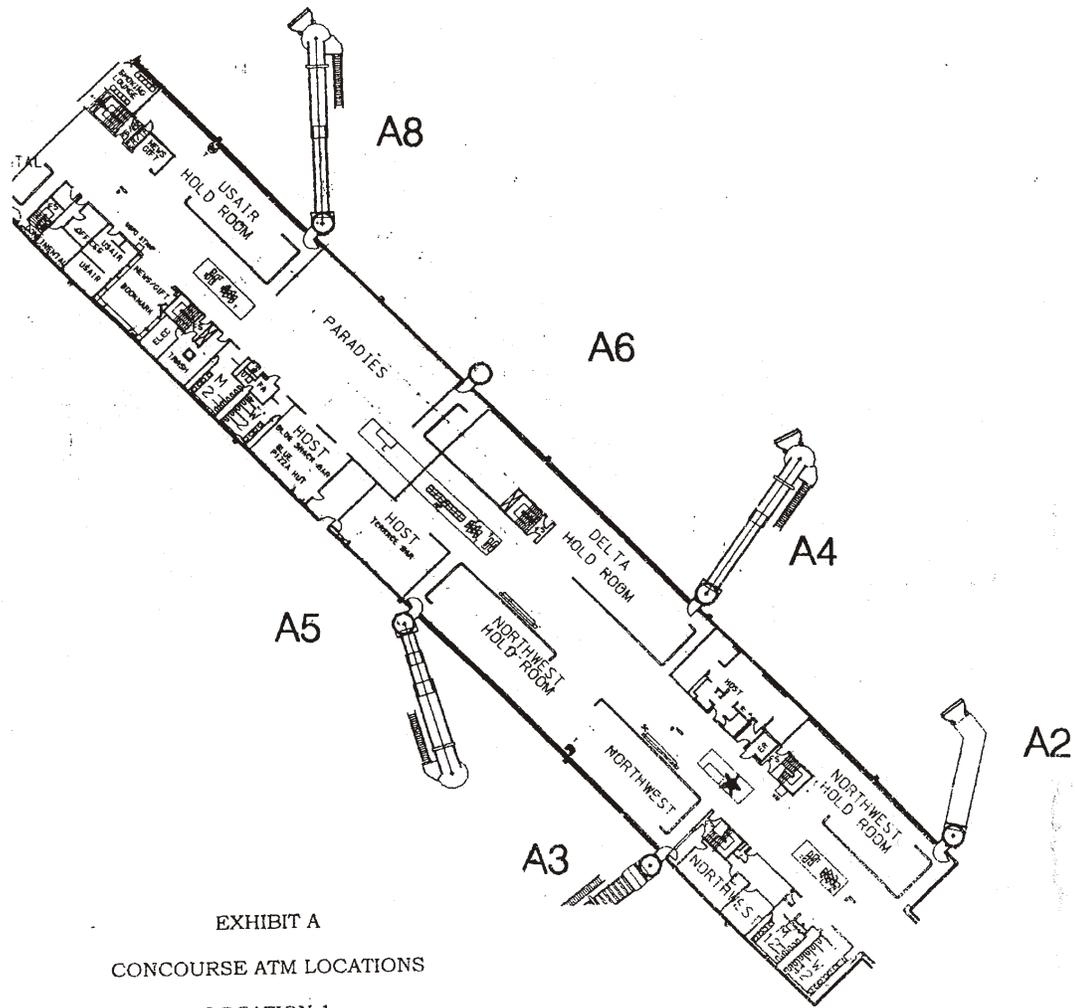


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 1

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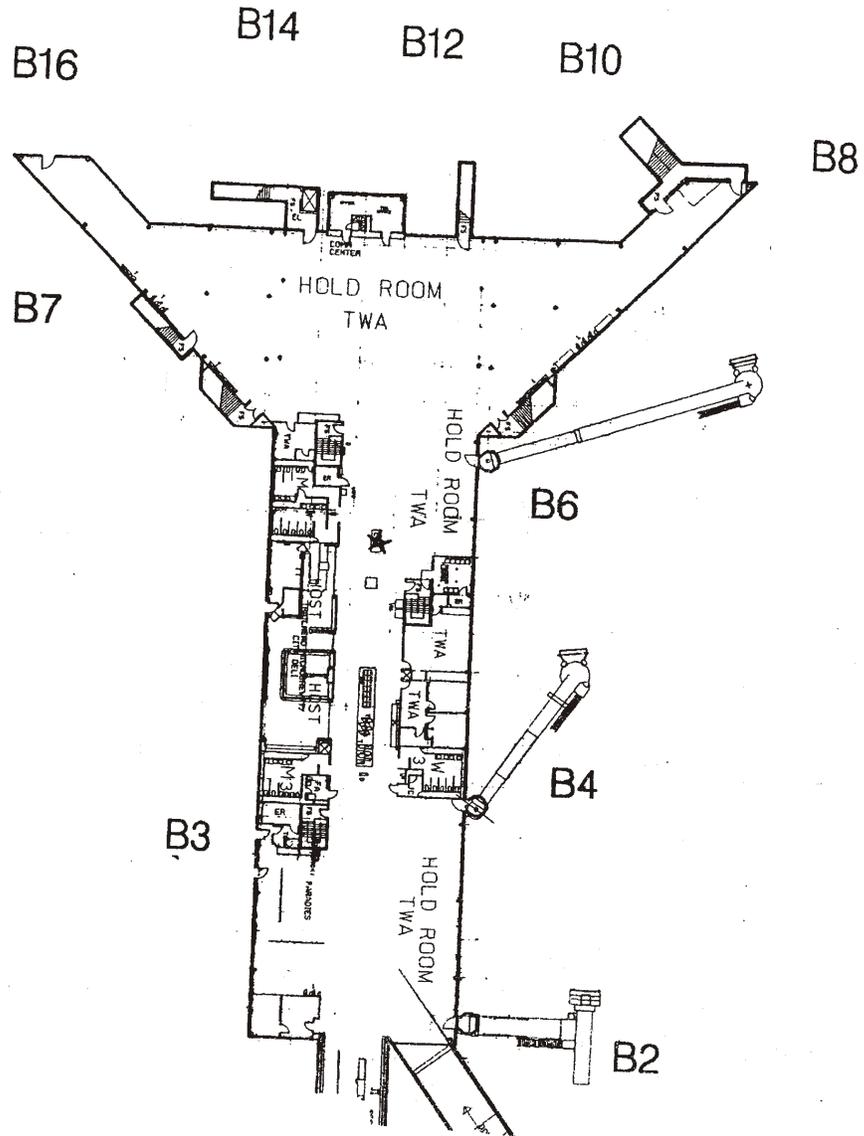


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 2

68477

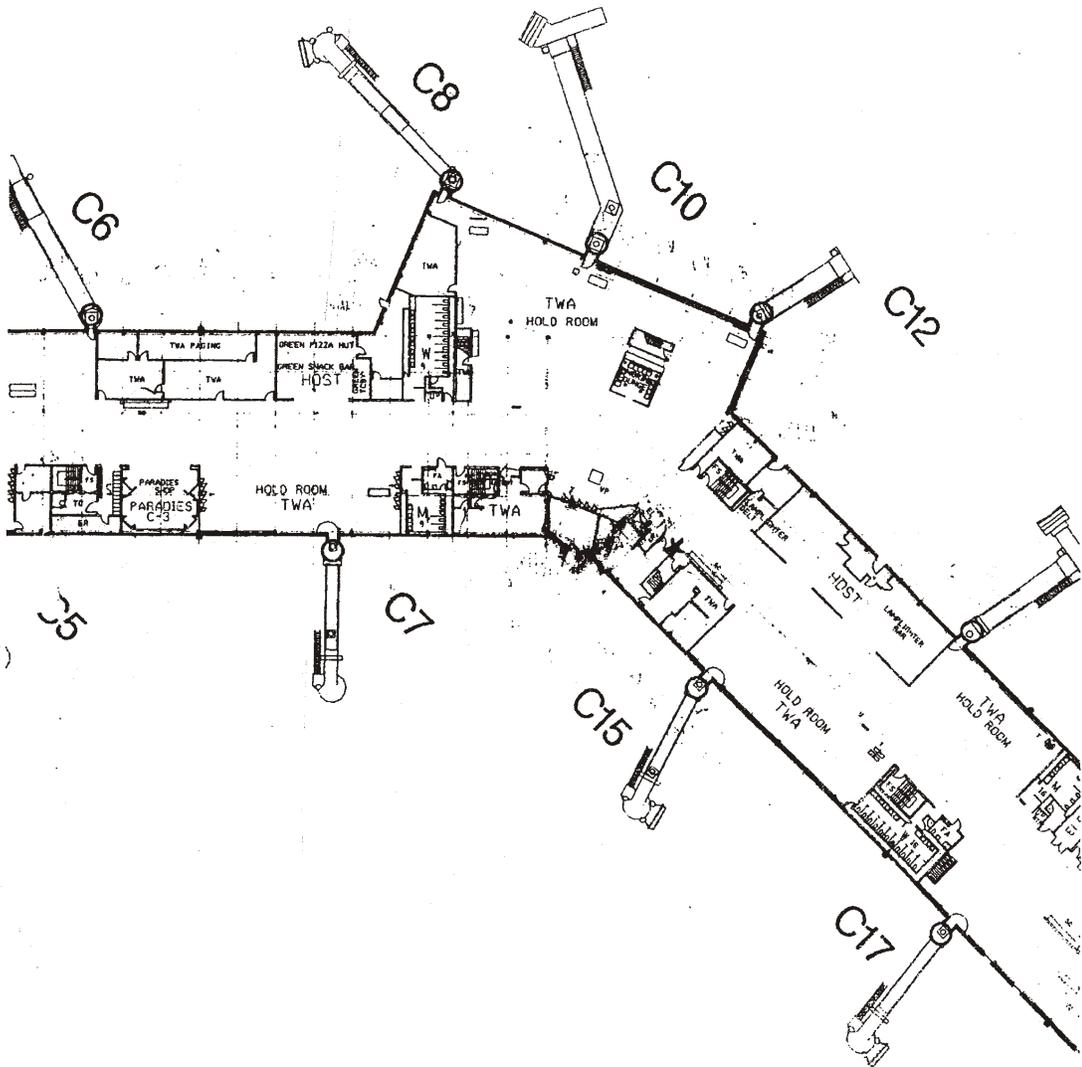


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 3

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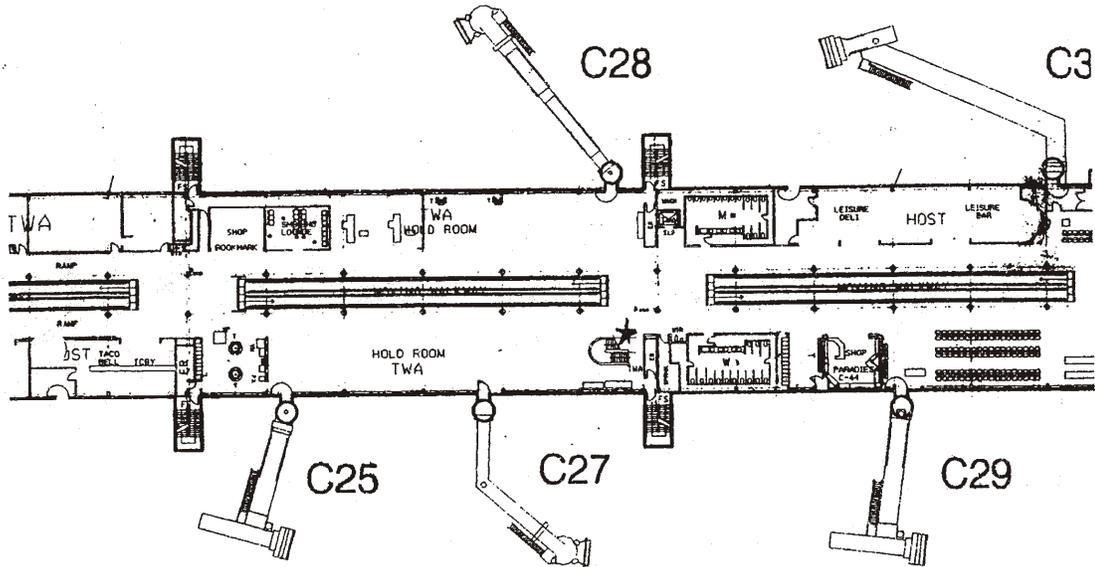


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 4

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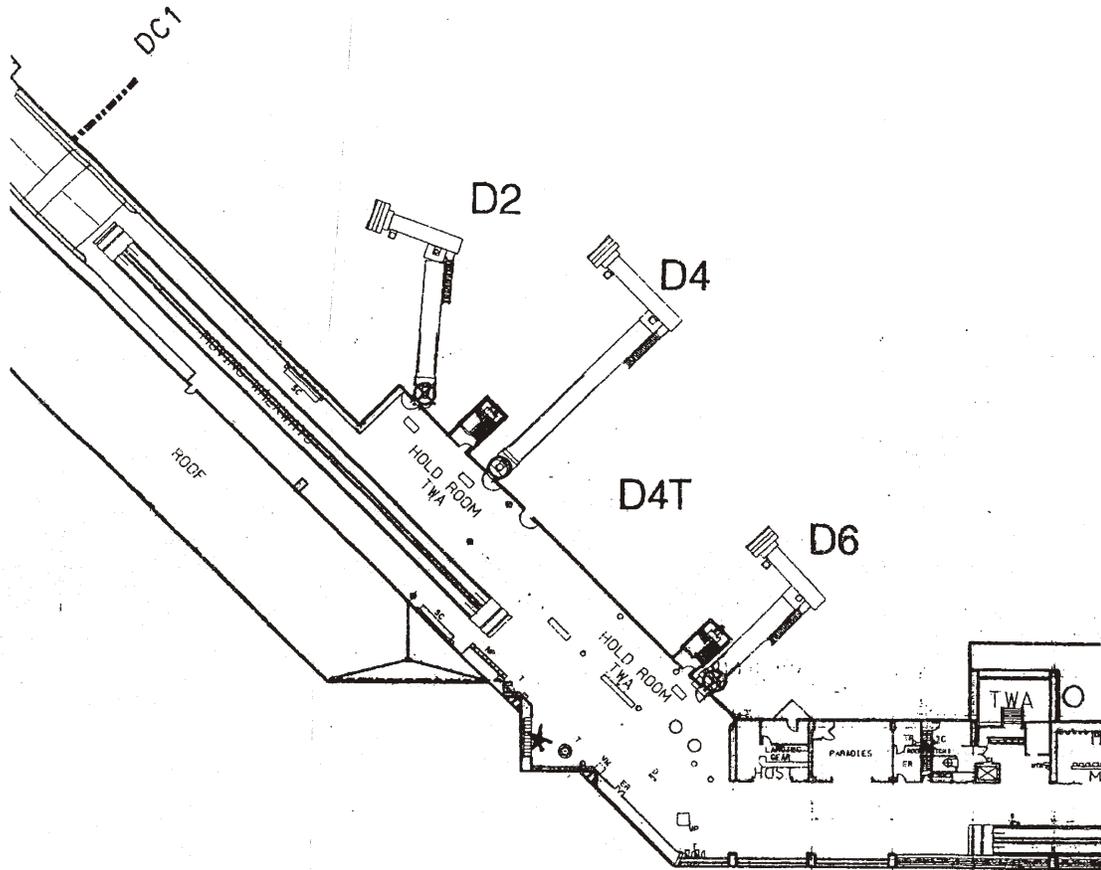


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 5

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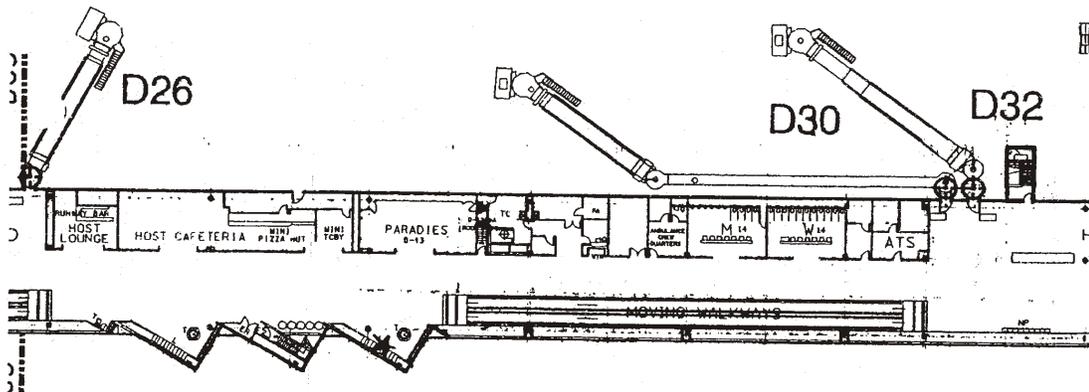


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 6

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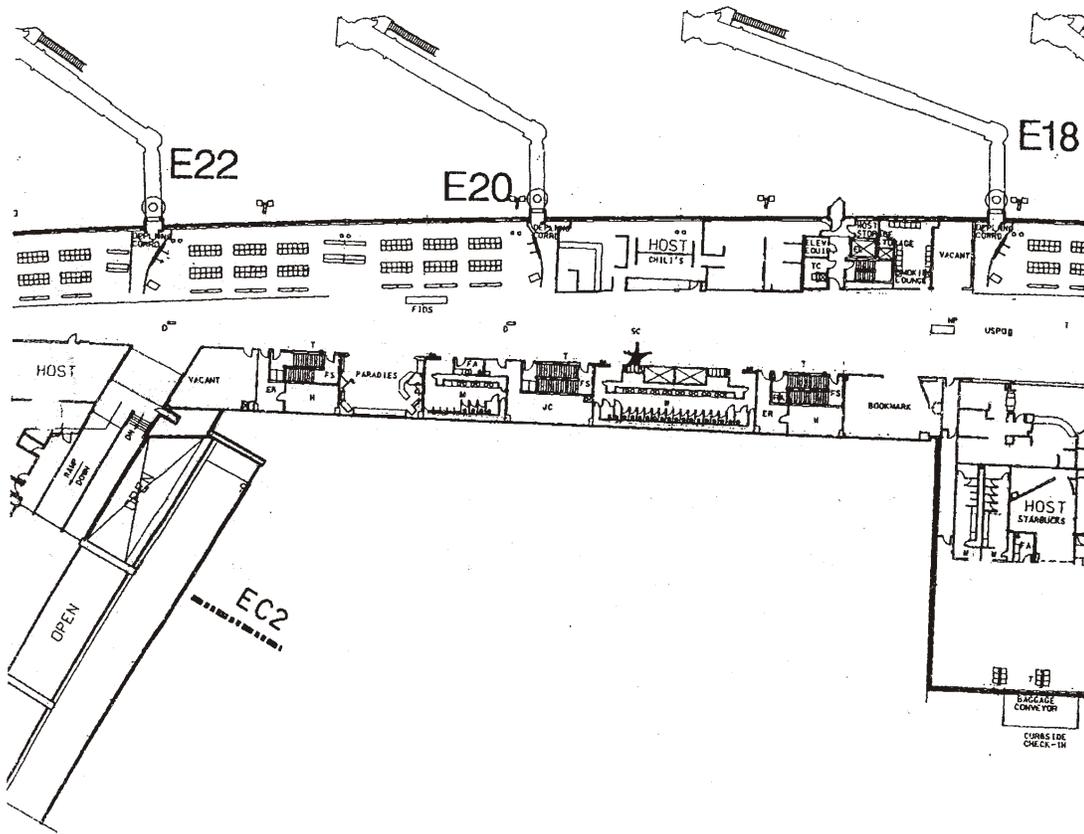


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 7

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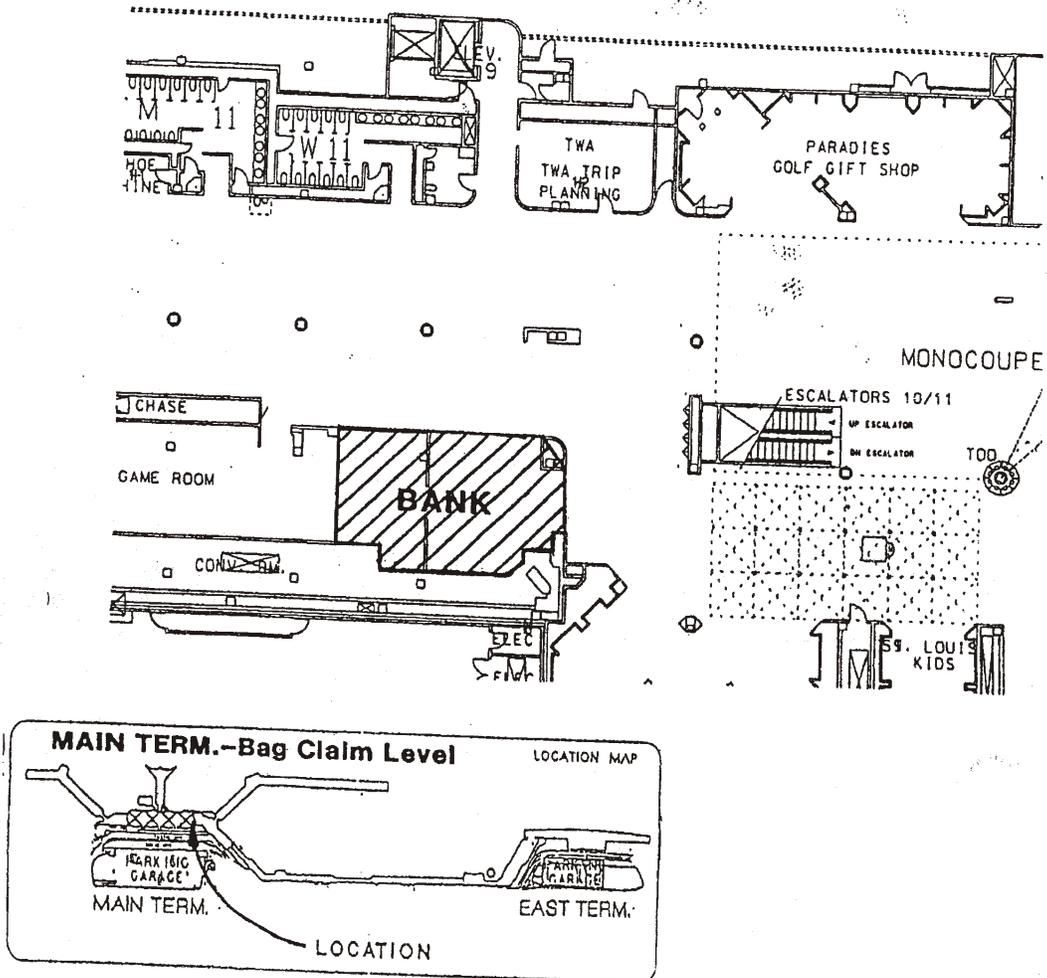


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 8

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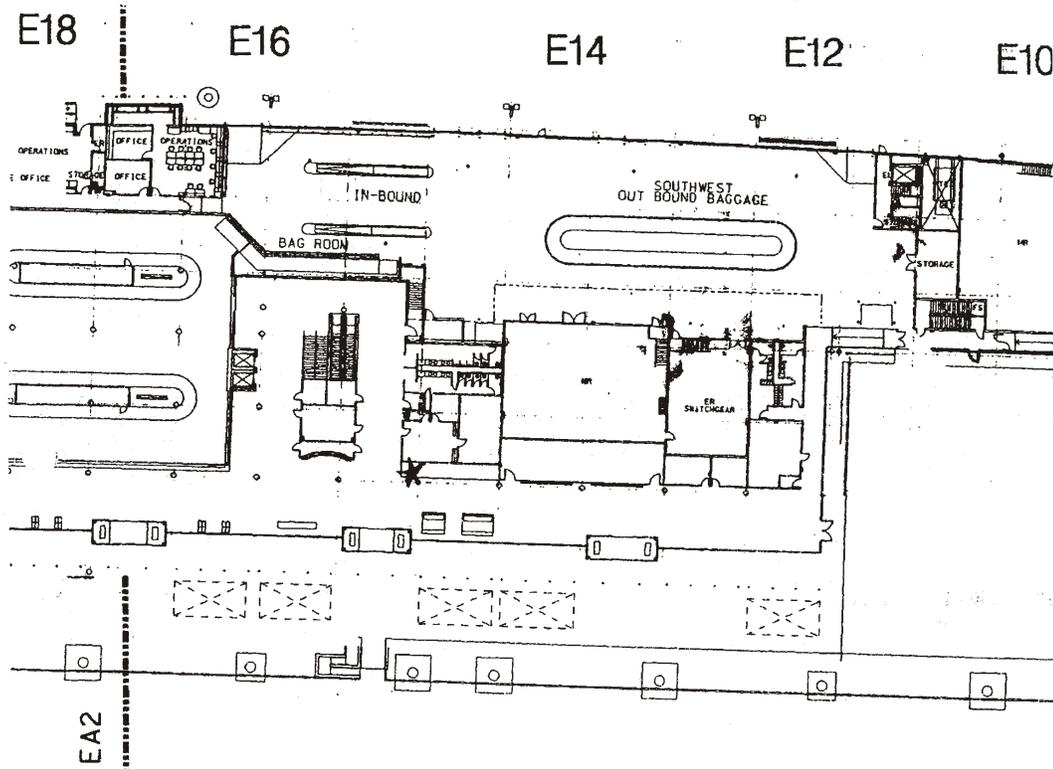


EXHIBIT A  
CONCOURSE ATM LOCATIONS  
LOCATION 9