

*St. Louis City Ordinance 63086*

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 273

INTRODUCED BY ALDERMAN JOANNE WAYNE

An Ordinance authorizing and directing the Airport Director and the Comptroller of the City of St. Louis to enter into and execute on behalf of the City of St. Louis a certain Concession Agreement for a Public Pay Non-Coin Telephone Concession and Long Distance Service on Public Pay Coin Telephones at Lambert-St. Louis International Airport, which Concession Agreement is between the City of St. Louis and American Telephone and Telegraph, and which Concession Agreement is contained verbatim in Section One of this Ordinance; and containing an emergency clause.

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

Section One. The Airport Director and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into and execute on behalf of the City of St. Louis a certain Concession Agreement for a Public Pay Non-Coin Telephone Concession and Long Distance Service on Public Pay Coin Telephones at Lambert-St. Louis International Airport, which Concession Agreement is between the City of St. Louis and American Telephone and Telegraph, and which Concession Agreement reads in terms and figures as follows:

AIRPORT NUMBER .....

LAMBERT ST. LOUIS INTERNATIONAL AIRPORT

CONCESSION AGREEMENT

Public Pay Non-Coin Telephone Concession and Long Distance Service on  
Public Pay Coin Telephone Service

THIS AGREEMENT, made and entered into as of the day of , 1993, by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City") and American Telephone and Telegraph (the "Concessionaire"), a corporation of the State of New York.

WITNESSETH, That:

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

WHEREAS, public pay telephone service at the Airport is essential for proper accommodation of the public; and

WHEREAS, Concessionaire is a qualified operator of this service;

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

## ARTICLE I DEFINITIONS

Section 101. Definitions. The following words, terms and phrases wherever used in this Agreement shall for the purpose of this Agreement have the following meaning:

"Agreement" shall mean this document and any amendment, thereto, duly approved by the City;

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

"City" as stated in the preamble hereof;

"Concessionaire" as stated in the Preamble hereof;

"Director" shall mean the Director of Airports of the City of St. Louis or his designee and incorporates the granting of approvals requirements of "Section 1215" hereof;

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals that own it. Socially and economically

disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are reputedly presumed to be Women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to section 8 (a) of the Small Business Act, as amended.

"Gross Revenue" shall mean the total InterLATA, IntraLATE, IntraState, InterState and International Long Distance revenue from all sources and all types of calls from coin public telephones at this Airport and non-coin public telephones installed at this Airport under this Agreement (e.g., operator assist, direct dial and credit card) with no deductions or setoffs.

"Improvements" shall mean all constructions 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.

"Long Distance Telephone Service" shall mean all telephone calls placed from public pay telephones that are InterLATA, IntraState, InterState and International in nature.

"Premises" shall mean a location or locations described in Section 201 that has or have been designated by the Director for placement of Concessionaire's telephone stations;

"Station" shall mean one of the input or output points of a communications system.

## ARTICLE II PREMISES

Section 201. Premises. City hereby grants to Concessionaire the right to install Stations and enclosures at the locations in the Lambert St. Louis International Airport Main Terminal, Concourses, East Terminal, Concession Areas and Garages, as shown on Exhibit "B" attached hereto and made a part hereof and to use auxiliary support locations to install Main Distribution Frames (MDF) and Intermediate Distribution Frames (IDF) within the Premises with the prior approval of the Director. The rights granted in Section 202 hereof may be exercised only on the Premises.

The Director shall have the right to add, substitute, relocate, or delete portions of the Premises upon reasonable notice to the Concessionaire. Such changes will be made at the sole expense of the Concessionaire and the City will not be

liable or responsible for any inconvenience or loss by the Concessionaire of work time or business resulting from such changes.

If circumstances dictate a need for additional pay telephone units, or cordless credit card units the Director of Airports may direct Concessionaire to install said units.

Section 202. Rights. City hereby grants to Concessionaire, subject to all the terms, covenants and conditions of this Agreement, the right, license and privilege to install, repair, maintain, and operate a Public Pay Non-Coin Telephone Concession and to provide Long Distance Service on Public Pay Coin Telephones, as shown in Exhibit "E", and provided in the Airport's Public Pay Coin Telephone Concession Agreement. The Director shall also have the right to include the placement of cordless credit card public pay telephones within Tenant leasehold areas open to the public at this time. City does not envision during the term of this Concession granting telephone concession rights hereof to any other entity that would be in direct competition with Concessionaire, but the City reserves its right to do so for the best interest of the Airport and the traveling public.

Section 203. Limitation of Rights. Concessionaire is not granted the right to offer for sale any other services or commodity. If any service or commodity, other than those included above is offered for sale by Concessionaire, Concessionaire will cease and desist from any further sale thereof upon receipt of notice from the Director of Airports.

It is the intention of the parties hereto in entering into this Agreement to provide the public using the Airport and tenants of the Airport, with adequate, reliable, efficient and convenient Public Pay Non-Coin and Long Distance telephone service, as described above.

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

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the terminal building and concourses.

The rights granted by this Agreement will not extend to a new terminal that may be built during the term of this Agreement, except for possible additional location(s) in the planned extension of the East Terminal.

Section 204. Access. Subject to Section 701 hereof, the Concessionaire has the right of free access, ingress to and egress from the Premises for the Concessionaire's employees, agents, guests, patrons, and invitees.

### ARTICLE III

#### TERM

Section 301. Term. The term of this Agreement shall commence on the first day of the month following the date the City fully executes this Agreement and will end on April 30, 1997, unless sooner terminated in accordance with other provisions of this Agreement. The commencement date shall be written in the spaces below.

Commencement Date \_\_\_\_\_

Section 302. 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 good condition, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Premises. Upon expiration and surrender of possession, Concessionaire will be permitted to remove it's stations and must restore premises to its original condition, all costs of such removals and restorations to be the responsibility of Concessionaire. If Concessionaire fails to remove it's stations within a reasonable time the Director may remove stations at Concessionaires sole expense.

### ARTICLE IV

#### FEES AND PAYMENTS

Section 401. General. Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Section 402, and the utilities described in Section 704 of this Agreement, without demand during the term of this Agreement.

Section 402. Concession Fee. Concessionaire agrees to pay to the Airport a sum equal to the greater of the Minimum Annual Guarantee of \$871,662.00 for each of the first three years of the Agreement and a Minimum Annual Guarantee of \$726,386.00 for the fourth year of the Agreement, prorated by months for Contract Years less then twelve (12) months, or a Percentage Fee of Concessionaire's annual gross revenue of 23%.

The Minimum Annual Guarantee shall be reduced by a maximum of 25% should enplaned passengers fall by at least 25% or more in a one year period after a full contract year. The base year for enplanements comparisons is the first full contract year. Enplanement numbers used for comparisons shall be taken from the statistics recorded by the City. This adjustment shall be subject to the following limitations: (1) this adjustment will take effect in the contract year immediately following the contract year in which the entire 25% reduction in enplanements is attained, (2) this adjustment applies only to contract years subsequent to the entire 25% decline in enplaned passengers and (3) this adjustment will be offset proportionally to 100% of the applicable contract years' Minimum Annual Guarantee for contract years following enplanement increases above 75% of contract year one enplanements.

An example of this adjustment is as follows. Enplanements in contract year two decreases to 65% of contract year one enplanements. This will cause a maximum of a 25% reduction in the Minimum Annual guarantee for contract year three. Enplanements in contract year three then increase to 85% of contract year one enplanements. This will cause the Minimum Guarantee for contract year four to increase to 85% of the Minimum Annual Guarantee for contract year four.

Section 403. Payment. Payments for each month during the term of this Agreement shall consist of (a) paid in advance on or before the first day of each month an amount equal to 1/12 of the Minimum Annual Guarantee, and (b) paid on or before the 15th day of the second and each succeeding month an amount equal to the Applicable Percentage Fee for the preceding month that exceeds 1/12 of the Minimum Annual Guarantee for the applicable Contract Year. Payment shall be made to the Director of Airports, Properties Department, Lambert-St. Louis International Airport, P.O. Box 10212, St. Louis, Missouri 63145, and payable to the "Treasurer, City of St. Louis".

Section 404. Unpaid Rent and Fees. All unpaid rent and fee payments due the City hereunder shall bear a service charge of 1-1/2% per month if same is not paid and received by the City on or before the 15th of the month in which said payments are due, and the Concessionaire agrees that it shall pay and discharge all costs and expenses including attorneys' fees incurred or expended by the City in collection of said delinquent amounts due including services charges.

Section 405. Performance Bonds. The Concessionaire agrees to furnish to the City, and shall keep in full force and effect throughout the term or any extension thereof of this Agreement, a Performance Bond, in the amount of \$50,000.00. Said bond will guarantee the payment of the Concession Fees and

performance of all other terms, conditions and covenants of this Agreement. The bond will be in the form of a standard commercial guaranty bond running to the City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A Plus 3 and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. The Director may agree to another form of deposit that will provide equal protection of the City's interest. If the City cashes the Performance Bond, the Concessionaire agrees to furnish a replacement bond in the same principal amount within 30 days.

Section 406. 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 or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse the City and
- B. If the City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the conditions of this Agreement.

Such payments 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 the fees, charges and rental 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 was originally a part of the basic fees, charges and rental, 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 or sums 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 407. Prompt Payment of Taxes and Fees. Concessionaire covenants and agrees to pay promptly all lawful general taxes or payments in lieu of taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport, and further covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

Section 408. Reports. Concessionaire shall submit to the Airport and to the Comptroller City of St. Louis by the 15th day of the second and each succeeding month of the term hereof an accurate statement of Gross Revenue for the preceding month. The Statement of Gross Revenue will be certified by an officer of Concessionaire. The monthly Statement must report revenues from each Station separately and must be in a form and detail satisfactory to the Director. The City reserves the right to use these statements of Gross Revenue as a source of information for future solicitations for bids for this Concession.

Within 90 days after the close of each contract year hereunder, Concessionaire will furnish to the Director of Airports a sworn statement certified by an independent Certified Public Accountant showing the total Gross Revenue collected at Airport by Concessionaire during the contract year. This statement shall reflect the total amount payable to the City based upon accumulated Gross revenue for the contract year with the percentage fee payable, and the aggregate amount attributable to DBE participation, if any. If as a result of such report Concessionaire has underpaid the Airport, Concessionaire shall send a payment therewith. If said report shows an overpayment then Airport shall reimburse Concessionaire therewith.

Section 409. Accounting Records. Concessionaire and its DBE Participant shall keep, throughout the term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation, and as from time to time may be required by City, according to generally accepted accounting principles. Such books of accounts and records shall be retained and available for such period of time as provided herein unless otherwise approved by the City. The City at all times, throughout the term of this Agreement or any extension thereof and for up to three (3) years following termination, shall have the right to audit and examine during normal business hours all such records and books of account relating to the Concessionaire's operation hereunder, provided that the Concessionaire shall not be required to retain such books of account and records for more than three (3) years after the end of each year of this agreement.

If the books of account and records are kept at a location outside the City of St. Louis, Concessionaire shall arrange for them to be brought to a location convenient to the auditors for the City.

Section 410. Audit. City or its designated agent reserves the right to audit Concessionaire's, its sub-contractor's or other's doing business under this agreement, or any extension thereof, books and records at any time for the purpose of verifying the Gross Receipts hereunder. If as a result of such



audit(s) it is established that additional receipts are due the City, the Concessionaire shall pay such receipt to the City not later than fifteen (15) days after completion of such audit and written notice by the Director. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Gross Revenue reported by the Concessionaire and Gross Revenue determined by the audit, the cost of the audit shall be borne by the Concessionaire.

## ARTICLE V

### CONCESSIONAIRE'S OPERATIONS

Section 501. Occupancy of Premises. The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises that would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 502. Hours of Operation. The minimum hours of operation for serving the public shall be 24 hours every day.

Section 503. Standards of Service. Concessionaire shall furnish high quality, prompt and efficient service, adequate to meet all reasonable demands therefor at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and shall charge fair, reasonable and nondiscriminatory prices as approved by the appropriate governmental authorities. Concessionaire shall respond promptly to any complaints in a manner that resolves said complaints to the satisfaction of the Director.

Section 504. Promotion. Concessionaire covenants 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.

Section 505. Personnel. The Concessionaire's personnel performing services hereunder shall be neat, clean, courteous and properly trained to perform job duties. 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 of Airports concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

Concessionaire acknowledges and agrees that it will comply with all Federal Aviation Administration (FAA) security requirements as they exist and as they may change. Throughout the term of the Agreement Concessionaire understands and agrees that fines and/or penalties may be assessed by FAA for noncompliance of applicable laws and regulations and these shall be promptly reimbursed to the City by the Concessionaire.

Section 506. Telephone Equipment. The Concessionaire shall install and maintain top quality telephone equipment in a clean and good appearance as described in "Exhibit A", attached hereto, and at the locations listed in "Exhibit B", and attached hereto. City shall not be responsible for any goods or equipment used, maintained, or stored at the Airport nor will it be responsible for damage to equipment from flood, fire, explosion, vandalism or other causes outside the control of the City.

Section 507. Onset of Service. The Concessionaire shall be solely liable and responsible for all costs and expenses pertaining to acquisition, removal, replacement, installation, relocation and maintenance of the telephone enclosures, telephone lines and of telephones as is necessary to provide service pursuant to this Agreement. The Concessionaire shall coordinate the planning and execution of the transition from the current Concessionaire to assure that no more than ten (10) telephones in any one Concourse or the Terminal shall be out of service for more than three (3) days at a time. Replacement schedule will assure the Director of Airports of a smooth transition and be subject to the Director of Airports approval.

Section 508. Telephone Maintenance Checks. The Concessionaire shall check telephones for mechanical malfunctions no less frequently than every five (5) days. In addition, each access line in the Airport shall be checked no less frequently than every five (5) days by computer program for malfunctions. Reports of these checks shall be maintained for six months and submitted to the Director of Airports once every six months. The Director of Airports may order the immediate removal and/or replacement of any equipment that does not meet reasonable standards.

Section 509. Rates. Rates and surcharges for telephone services provided in this Agreement shall have prior approval of the Director and shall be listed on "Exhibit C" attached hereto. Concessionaire agrees that rates and surcharges will be attractive to the public and no more than 5% greater than rates and surcharges charged by AT&T, which represents the majority of the market place, during the term of this Agreement for identical services in the Long Distance Telephone market within the St. Louis Metropolitan area. The

Concessionaire submitted at time of bid a list of rates and surcharges proposed, as well as the current information on the rates and surcharges of AT&T's rates and surcharges in effect for the majority of the St. Louis marketplace.

The Concessionaire shall not increase rates and surcharges without the prior written approval of the Director. Such rates and surcharges shall be subject to review for increases only once per year unless a more frequent review is agreed to in writing by the Director. The Concessionaire's rates and surcharges may normally only be increased following substantiation, submitted by the Concessionaire, that price movement has occurred for the majority of the Long Distance Telephone market in the St. Louis Metropolitan area.

In all cases it is the Concessionaire's responsibility to ensure compliance with the rate and surcharge requirements of this Agreement.

## ARTICLE VI IMPROVEMENTS AND ALTERATIONS

Section 601. Construction by Concessionaire. The Concessionaire takes the Premises "as is" and agrees, at the Concessionaire's sole cost and expense, to design, erect, construct, equip and furnish telephone enclosures, lines and equipment, and related facility changes, such as reinforcing walls and preparing flooring as needed to provide this telephone service, in accordance with "Exhibit A", in the Premises in accordance with plans prepared by Concessionaire and approved by the Director subject to the requirements of this Article VI. The Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards attached as "Exhibit D" and the schedule set out below.

- Submit a signed tenant construction or alteration application (TCA) including complete construction drawings and specifications as required by "Section 602" to the Airport Properties Department not more than thirty (30) days following full execution of the Agreement by the City.

- Submit the contractor's liability insurance certificates and performance and payment Bonds required by "Sections 603 and 604" to the Airport Properties Department not more than 45 days following TCA approval by the Airport Properties Department.

- Submit a St. Louis County building permit number, if required, not more than 30 days following submission of the TCA to the Airport Properties department. (A building permit number is required before the TCA can be approved).

- Submit a certificate of completion, if required, and a certified copy of a St. Louis County occupancy permit, if required, to the Airport Properties department as required by Section 605 not more than 60 days following approval of the contractor's liability insurance certificates and performance and payment bonds by the Airport Properties Department.

Any deviation from this schedule must be approved in writing by the Director.

In the event the 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 the 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 the Concessionaire. The Concessionaire shall not be required to perform without consent any work relating to asbestos or PCB.

Section 602. Preparation of Plans and Specifications. The Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises. Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.

Section 603. Contractor's Liability Insurance. In any contract appertaining to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than \$1,000,000 for bodily injury and property damage and include the City as additional insured. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the Director.

Section 604. Performance and Payment Bonds. Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage

requirements and conditions of Section 107.170 RSMo 1986 as amended. Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers.

Section 605. Certificates of Completion. Upon the completion of the improvements hereunder, the Concessionaire shall submit to the Director of Airports a letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 606. Signs. Concessionaire agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the Premises exposed to the public without prior written approval of the Director of Airports. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos or any similar devices and that such signs shall conform to rules and standards established by said Director of Airports as described in Airport Tenant Design Standards.

Concessionaire shall be responsible for the cost of all signs and any modifications to Airport Directory and other signs needed by Concessionaire outside of the Airport Premises.

Section 607. Title to Improvements. All improvements installed by the Concessionaire shall become the property of the City upon termination of this Agreement, except that the City reserves the right and the Concessionaire agrees that the Director of Airports may require the Concessionaire to remove any or all improvements and structures and restore the Concession Premises to their original condition with the exception of normal wear. The Concessionaire agrees to bear all costs of such removals and restorations. Concessionaire's telephones and enclosures as listed in Exhibits are not Improvements as defined in Section 101 of this Agreement, provided any supporting floor or wall surface is restored to its original condition upon the removal of Concessionaire's telephones and enclosures.

Section 608. Mechanics' and Materialmen's Liens. The Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Concession 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.

## ARTICLE VII

### USE OF CONCESSION AREAS

Section 701. Compliance with Laws and Regulations. Concessionaire shall comply with all Rules and Regulations established by the Director of Airports. 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 Concession Premises or to any adjoining public ways, as to the manner of use or the condition of the Concession Premises or of adjoining public ways.

Section 702. Repairs and Maintenance. Concessionaire will provide and pay for all repairs and maintenance of the Concession Locations, except the following that shall be the responsibility of the City:

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

Concessionaire will provide and pay for keeping all its equipment, booths, shelves, and fixtures clean and in good repair.

Section 703. Right to Enter, Inspect and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representative shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Concessionaire's operations as is reasonably practicable) to enter upon and in the Concession Locations for the following purposes:

- A. To inspect such premises to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.
- B. To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after the City has given Concessionaire notice so to do, 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.

Section 704. Utilities. Concessionaire will provide electrical and communications wiring to the Stations. City will provide electrical current. Concessionaire will provide and pay for all other utilities it requires.

## ARTICLE VIII

### LOSS OF AND LIABILITIES PERTAINING TO CONCESSION PROPERTY

Section 801. Liability Insurance. Concessionaire, at its expense, at all times during the term hereof, shall cause the City and its Board of Aldermen, Airport Commission, officers, agents and employees and Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities of Concessionaire, its officers, agents, employees, and independent contractors pursuant to this Agreement both on the Premises and the Airport under the following types of coverage:

- A. General Comprehensive
- B. Automobile (all vehicles)

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

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City shall be included as an additional insured. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Concessionaire, its officers, agents, employees and independent contractors on the Airport. The City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an additional insured is not intended to, and shall not, make the City a partner or joint venturer with Concessionaire in its operations hereunder.

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

Section 802. Property Insurance. Concessionaire will provide fire and related insurance coverage's for the full value of all of its improvements and equipment existing or installed on the Concession Premises.

Section 803. Damage or Destruction of Terminal Building. The building in which the Concession Premises are located will be insured by the City under a policy of fire and extended coverage.

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

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

Section 804. Evidence of Insurance. Certificates, or other evidence of insurance coverage required of Concessionaire in this Article, shall be delivered to the Director in form and content satisfactory to the Director.

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

All policies of insurance herein shall be in a form and in a company or companies approved by the Director, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving 30 days notice to the Director.

Section 805. Indemnification. Concessionaire shall protect, defend, and hold St. Louis County, the City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident



to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of Lambert-St. Louis International Airport. The Airport Director or his designee shall give to Concessionaire reasonable notice of any such claims or actions. The Concessionaire shall also use counsel reasonably acceptable to the Airport Director or his designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 806. Adjustment of Claims. Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Concessionaire under this Agreement. Concessionaire agrees that all such claims, whether processed by Concessionaire or its insurer either directly or by means of an agent, will be handled by an Insurance Representative with a permanent office in the St. Louis metropolitan area.

Section 807. Occupancy of Premises. The Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises that would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

## ARTICLE IX

### ASSIGNMENT AND SUBCONTRACTING

Section 901. Assignment. Concessionaire shall not assign this Agreement without first obtaining written approval of the Director of Airports and Airport Commission. At least 90 days prior to any contemplated assignment of this Agreement, Concessionaire shall submit a written request to the Director of Airports. No assignment shall be made or shall be effective unless Concessionaire shall not be in default on any of the other terms, covenants and conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement.

Any such transfer or assignment without the consent of the City shall constitute a default on the part of the Concessionaire under this Agreement. No action or failure to act on the part of any officer, agent, or employee of the City shall constitute a waiver by the City of this provision of the Agreement.

In the event there is an assignment of this Agreement by operation of law, the City shall be entitled within 90 days after notice thereof given in writing to exercise the City's option hereby given to end the term on a date that shall not be sooner than forty-five (45) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of the Concessionaire's right, title and interest in the Concessionaire's furnishings, removable fixtures, equipment, or the Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at a judicial sale or their 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 removal fixtures, except subject to the City's right to end the term.

Section 902. Subcontracting. Concessionaire shall not subcontract the Concession Premises, except as is necessary to comply with the DBE participation goal in Article XI of this Agreement. At least 30 days prior to any contemplated sublet of this Agreement, the Concessionaire must submit in writing a request to the Director. This request must include a copy of the proposed subcontract. Any subcontract for space or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such a contract, however, must require at a minimum:

- 1) Strict compliance with all provisions of this Agreement;
- 2) A provision that the subcontractor will use the Facilities solely for the purposes identified in this Agreement;
- 3) A provision ensuring that all concession services are available during the hours of operation required in Section 502 of this Agreement;
- 4) A provision providing for the assignment of the contracts to the City, without consent of the subcontractor upon the request of the City.

The parties understand and agree that the Concessionaire is responsible for the performance of its subcontractors under this Agreement. The Concessionaire agrees to initiate and take all corrective action should a subcontractor fail to comply with its contract with the Concessionaire or any provision of this Agreement. Alternative subcontractor(s) may be substituted on the same terms as the subcontractor it is replacing with the prior written approval of the Director. There will be no reduction of the Concession Fee due to the City during any such period of change out or vacancy.

## ARTICLE X

### TERMINATION OF CONCESSION AGREEMENT IN ENTIRETY

Section 1001. 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 1003 hereof, upon the happening of any one or more of the following events:

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

B. If, during the term of this Agreement, 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 a 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 rates and surcharges to the satisfaction of the Director as required hereunder;
7. fail to prevent cessation or deterioration of service for a period which, in the opinion of the Director, materially and adversely affects the overall performance of the Concessionaire under this Agreement;
8. allow a lien to be filed against the Concessionaire of any of the equipment or furnishings therein because of or resulting from any act or omission of the Concessionaire and is not removed or enjoined within thirty (30) days;

9. desert, vacate or discontinue all or a portion of its operation of the Premises which, in the opinion of the Director, results in a failure to provide the public and others the service contemplated hereunder;

10. fail to meet the DBE goal as described in Section 1101 Article XI of this Agreement;

11. fail in the performance of any covenant or condition herein required to be performed by the Concessionaire.

C. If Concessionaire shall have failed in the performance of any covenant or condition herein required to be performed by Concessionaire, including but not limited to the following:

1. if at any one instance more than 10% of the telephone units are out of service, due to circumstances under Concessionaire's control for more than eight consecutive hours.

2. if the cumulative periods that telephone units are out of service during any consecutive 30 day period exceeds 10% of the total available service for that period. Total available service is computed by multiplying the number of telephone units authorized by 720 hours.

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 1003 herein.

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

Section 1002. Concessionaire's Right to Terminate. Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1003 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 substantial entirety.

B. If the City shall have abandoned the Airport for a period of at least 30 days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or of the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automobile fuel, supplies, or parts for general public use, and any of said events shall result in material interference with Concessionaire's normal business operations or substantial diminution of Concessionaire's gross revenue from the operation at the Airport, continuing for a period in excess of 60 days.

D. If the City shall have failed in the performance of any covenant or condition within the control of the City and herein required to be performed by the City.

Section 1003. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than 45 days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect, and the cause for which this Agreement is being terminated; and no such termination shall be effective if such cause of default by its nature cannot be cured within such 45 day period, and if the party at default commences to correct such default within said 45 days and corrects the same as promptly as is reasonably practicable.

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

Section 1004. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and Concessionaire specified in this Article are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

## ARTICLE XI

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

#### Section 1101. Compliance.

A. The Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than 30% of the total Gross Revenue earned and incurred in the exercise of the Concession rights granted in "Section 202". This goal remains in effect throughout the term of the Agreement. Credit toward the DBE goal will only be given for the use of DBEs certified by processes acceptable to the Director. The Concessionaire submitted at the time of Bid a DBE participation plan that detailed the methods(s) and percentage of DBE participation it offers in the performance of this Agreement. This DBE participation plan must be approved in writing by the Director before it may be implemented. The Concessionaire is obligated to meet the greater of the minimum 30% DBE participation or the amount of participation detailed in its DBE participation plan as approved by the Director.

B. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of agreements as defined in 49 CFR 23.5. Consequently, this Agreement is subject to 49 CFR Part 23, as applicable.

The Concessionaire hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23, 49 App. U.S.C.A. ◆ 2210 (a) (17), on the ground of race, color, national origin or sex.

Concessionaire hereby assures that it will include the above clauses in all subcontracts and cause subcontractors to similarly include clauses in further subcontracts.

C. Substitutions of DBEs must be approved in writing by the Director. Substitution of a DBE will be allowed only when the DBE has failed to perform due to default of its subcontract. The Concessionaire shall immediately take steps to obtain a replacement certified DBE through good faith efforts. If a replacement DBE cannot be located, the Concessionaire must make good faith

efforts to subcontract other rights to secure DBE participation. The Director will determine if the Concessionaire has made acceptable good faith efforts. The Concessionaire must immediately begin operations in place of a DBE that has failed to perform.

D. The Concessionaire shall operate its telephone concession in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 23, Participation by Minority Business Enterprise in Department of Transportation Program, and 49 App. U.S.C.A. 2210 (a) (17), and as applicable and as said regulations promulgated. The Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement and to re-enter and reposes the Premises herein and hold the same as if this Agreement had never been made or issued.

Section 1102. Noncompliance. Concessionaire understands that any substantial deviation from "Section 1101", as determined by the City, may subject Concessionaire to termination in accordance with the procedure established in "Section 1003".

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

Section 1201. 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, P.O. Box 10212, Lambert Station, St. Louis, MO. 63145. All notices, demands, and requests by the City to Concessionaire shall be sent by certified mail, return receipt requested addressed to American Telephone & Telegraph Company, 5501 LBJ Freeway, Suite 226, Dallas, TX. 75240.

A copy of all notices shall also be mailed to the Airport Properties Department and Comptroller, City of St. Louis.

The parties or either of them 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 1202. Non Discrimination and Affirmative Action Program.

A. The Concessionaire hereto understands and agrees that the City in operation and use of Lambert St. Louis International Airport will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal Regulations. Concessionaire hereby agrees that his Premises shall be posted to such effect as required by such regulation.

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 action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

C. Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of 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 that expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

D. Concessionaire agrees that should it be determined by the Concessionaire or City that he will be unable to conform to his approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within 10 days of such determination, as to the steps to be taken by Concessionaire to achieve the provisions of his program.

E. Concessionaire will permit reasonable access by City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.



F. Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever the Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within 10 days.

H. Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment and the City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.

I. The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered suborganizations provide assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1203. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1204. 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 or which is not within its control.

Section 1205. 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 1206. Quiet Enjoyment. Subject to the provisions of the Agreement, the City covenants that Concessionaire on paying the rentals and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the Premises.

Section 1207. Operation and Maintenance of 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 1208. Title to Site. The Locations from the date hereof until the 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 1209. 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. Any agreement hereafter made between the City and the United States will not be inconsistent with rights granted to Concessionaire herein.

Section 1210. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document, Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.

Section 1211. 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.

Section 1212. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1213. 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 1214. 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 Lessee and the City.

Section 1215. Withholding Required Approvals. Whenever the approval of the City, or the Director, or of Concessionaire is required herein, no such approval shall be unreasonably withheld. Whenever the approval of the City is required, the approval must be in writing and the approving official is the Director.

Section 1216. 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 operated 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.

Section 1217. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not

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

Section 1218. Americans with Disabilities Act (ADA). Concessionaire shall be responsibly for compliance with the Federal ADA act, plus any State and City ordinances pertaining to the disabled individual having access to public pay telephones.

Section 1219. 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 1220. Not a Lease. This Agreement is not a lease and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder, and the Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

Section 1221. Advertising. The Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1222. Conflicts Between Tenants. In the event of a conflict between the Concessionaire and any other tenant, licensee or Concessionaire, as to the respective rights of the others, the director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each lessee, licensee, and /or other Concessionaire and the Concessionaire agrees to be bound by such decision. All determinations by the Director are final.

Section 1223. Prevailing Wage. The Concessionaire agrees to pay all employees not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or its authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant to 41 U.S.C. 351 et al. e.g., as amended except for any person engaged in an executive, administrative or professional capacity.

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

Pursuant to City of St. Louis Ordinance approved .

The foregoing Agreement was approved by the Airport Commission at its meeting on the day of , 1993.

Commission Chairman

Date

and Airport Director

APPROVED AS TO FORM ONLY

City Counselor

Date

Comptroller, Date

City of St. Louis

Register,

Date

City of St. Louis

COUNTERSIGNED

Date

City of St. Louis

The foregoing Agreement was approved in substance by the Board of Estimate and Apportionment at its meeting on the day of , 1993.

Secretary,

Date

Board of Estimate & Apportionment

TENANT

Title:

Date:

EXHIBIT A  
NON-COIN TELEPHONE EQUIPMENT

1. All equipment installed must be new and in current production and must be FCC approved.
2. Electrical surge protection must be installed on all equipment.
3. Each telephone must provide free emergency (911) calling service.
4. Each telephone must provide access to international calling service.
5. Internal operating mechanism of each telephone must be enclosed in a mar-and-scratch resistant heavy gauge, welded steel housing, and contain a heavy gauge steel (or equivalent) armored hand set cord with stainless steel (or equivalent) lanyard.
6. Each receiver must be tamper resistant.
7. Each telephone must be in working condition at all times with no longer than twenty-four (24) hours allowed for repairs.
8. Each telephone must be equipped with card reader capability, either by swipe or access to an operator by mechanized dialing to identify the type of card used by caller.
9. DTMF Technology must be utilized with a continuous tone signal emitted for as long as key pad is depressed. Pulse to tone conversion will not be allowed at any time, nor will blocking of "#" button dialing.
10. All stations must be capable of placing calls such as "411", "911" and "800" calls utilizing all Intra-and Inter-exchange carriers both through calling cards, collect and other operator assisted calls for local IntraLATA, InterLATA and international calls via the keypad.
11. "Push to talk", post pay, or other non-standard types of stations will not be permitted.
12. "Tone Back" must be required on all "0+" calls and no operator intercepts will be allowed unless the user fails to respond to the "tone back".

13. Sufficient lines are to be available to minimize the "Blocking" of outgoing calls.

14. All telephone units and equipment installed must meet the minimum ADA accessibility standards.

15. All stations' receivers shall be hearing aid compatible and at least 25% shall be equipped with volume control hand sets, with appropriate signage by each instrument so equipped. All volume control hand sets must revert automatically to a "normal" setting after each use.

## EXHIBIT B PUBLIC PAY NON-COIN TELEPHONE LOCATIONS

Phone No.	Phone	Location
(313)	426-0165	Concourse C Gate 42
(314)	426-0234	Gate 18A Hold Room
(314)	426-0668	Gate 17 Center of Concourse
(314)	426-0693	Gate 69 In Small Alcove
(314)	426-0815	Gate 61-62 Concourse D
(314)	426-0886	Gate 2 Concourse A
(314)	426-0907	Main Terminal Mid Level By Snack Bar
(314)	426-0931	Gate 62 Concourse D
(314)	426-0932	Gate 2 Concourse A
(314)	426-1251	Gate 79 Hold Room East Terminal
(314)	426-1252	Gate 40 Concourse C
(314)	426-1253	Gate 4 Center of Concourse A
(314)	426-1324	East Terminal Lobby
(314)	426-1426	East Terminal Lobby
(314)	426-1451	Gate 24B Concourse B
(314)	426-1471	Gate 40 Concourse C
(314)	426-1472	Gate 11 Concourse A
(314)	426-2296	Main Terminal Mid Level Exit 14
(314)	426-2297	Gate 34 Hold Room Concourse C
(314)	426-2668	Main Terminal Mid Level Exit 14
(314)	426-2669	Gate 38 Hold Room Concourse C
(314)	426-2772	Gate 24B Concourse B
(314)	426-2779	Gate 39 Concourse C
(314)	426-2892	Gate 39 Concourse C
(314)	426-2894	Gate 20 Concourse B
(314)	426-2973	Gate 1 Center of Concourse A
(314)	426-3065	Gate 18A Hold Room Concourse B
(314)	426-3174	Gate 20 Hold Room Concourse B
(314)	426-3175	Gate 2 Concourse A
(314)	426-3280	Gate 34 Concourse 34
(314)	426-3531	Gate 44 Concourse C
(314)	426-3597	Main Terminal Mid Level Exit 14
(314)	426-3766	Gate 38A Hold Room Concourse C
(314)	426-3886	Main Terminal Mid Level Exit 14
(314)	426-3895	Gate 37 Concourse C
(314)	426-3986	Gate 17 Center of Concourse B

(314)	426-4157	Gate 72 Concourse D
(314)	426-4158	Gate 43 Concourse C
(314)	426-4206	Gate 1 Center of Concourse A
(314)	426-4236	Gate 24B Concourse B
(314)	426-4325	Main Terminal Mid Level by Snack Bar
(314)	426-4384	Gate 62 Concourse D
(314)	426-4385	Gate 6 Center of Concourse A
(314)	426-4437	Gate 18 Concourse B
(314)	426-4791	Gate 27 Concourse C
(314)	426-4990	Gate 27 Concourse C
(314)	426-7129	Gate 66 Concourse D
(314)	426-7175	Gate 20 Concourse B
(314)	426-7176	Gate 43 Concourse C
(314)	426-7302	Gate 79 East Terminal
(314)	426-7303	Gate 37 Concourse C
(314)	426-7492	Gate 75 Concourse D
(314)	426-7493	Gate 41 Concourse C
(314)	426-7618	Main Terminal Mid Level by Snack Bar
(314)	426-7684	Gate 43 Concourse C
(314)	426-7772	Gate 1 Center of Concourse A
(314)	426-7773	Gate 19 Center of Concourse B
(314)	426-7871	Gate 6 Center of Concourse A
(314)	426-7913	Gate 65 Concourse D
(314)	426-7914	Gate 42 Concourse C
(314)	426-7915	Main Terminal Mid Level by Snack Bar
(314)	427-1948	Baggage Carousel 4
(314)	427-2039	Baggage Carousel 6
(314)	428-1700	Gate 79 East Terminal
(314)	428-1708	Gate 79 East Terminal
(314)	428-1726	Gate 79 East Terminal
(314)	428-1782	Gate 79 East Terminal
(314)	428-1795	Gate 79 East Terminal
(314)	428-1797	Gate 79 East Terminal
(314)	428-5702	Gate 1 Center of Concourse A
(314)	428-5731	Main Terminal Upper Level/East End
(314)	428-5733	Gate 78 Concourse D
(314)	428-5761	Main Terminal Upper Level/East End
(314)	428-5785	Main Terminal Upper Level/East End
(314)	428-5787	Main Terminal Upper Level/East End
(314)	428-5792	Gate 78 Concourse D
(314)	428-9066	Main Terminal Mid Level by USO
(314)	428-9069	Main Terminal Mid Level by USO
(314)	429-3463	Baggage Carousel No. 1
(314)	429-3661	Baggage Carousel No. 2
(314)	429-3933	Baggage Carousel No. 3
(314)	429-4274	Baggage Carousel No. 5
Total	82	

## EXHIBIT C RATE CHART

APPROVED  
RATES



**EXHIBIT E**  
**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT**  
**PUBLIC PAY COIN TELEPHONE LOCATIONS**

PHONE NO.	TERMINAL	CONCOURSE	GATE
426-9900	EAST TERMINAL	D	LOBBY
426-9901	MAIN TERMINAL	A	6
426-9902	MAIN TERMINAL	A	11
426-9903	MAIN TERMINAL	B	24
426-9904	MAIN TERMINAL	B	22
426-9905	MAIN TERMINAL	C	29
426-9906	MAIN TERMINAL	C	29
426-9907	MAIN TERMINAL	C	29
426-9908	MAIN TERMINAL	C	29
426-9909	MAIN TERMINAL	C	32
426-9910	MAIN TERMINAL	C	32
426-9911	MAIN TERMINAL	C	32
426-9912	MAIN TERMINAL	C	41
426-9913	MAIN TERMINAL	UNDER SPIRIT OF ST. LOUIS	
426-9914	MAIN TERMINAL	C	41
426-9915	MAIN TERMINAL	C	41
426-9916	MAIN TERMINAL	C	44
426-9917	MAIN TERMINAL	C	44
426-9918	MAIN TERMINAL	C	44
426-9919	MAIN TERMINAL	C	44
426-9920	MAIN TERMINAL	C	52
426-9921	MAIN TERMINAL	C	BY LOUNGE
426-9922	MAIN TERMINAL	C	49
426-9923	MAIN TERMINAL	D	73
426-9924	MAIN TERMINAL	D	72
426-9925	MAIN TERMINAL	D	62
426-9926	MAIN TERMINAL	D	65
426-9927	EAST TERMINAL	D	LOBBY
426-9928	EAST TERMINAL	D	LOBBY
426-9929	MAIN TERMINAL	C	52
426-9930	MAIN TERMINAL	D	67
426-9931	MAIN TERMINAL	D	70
426-9932	MAIN TERMINAL	BAGGAGE	CAROUSEL 3
426-9933	MAIN TERMINAL	BAGGAGE	CAROUSEL 3
426-9934	MAIN TERMINAL	BAGGAGE	CAROUSEL 2
426-9935	MAIN TERMINAL	BAGGAGE	CAROUSEL 2
426-9936	MAIN TERMINAL	BAGGAGE	CAROUSEL 1
426-9937	MAIN TERMINAL	BAGGAGE	CAROUSEL 1
426-9938	MAIN TERMINAL	A	1
426-9939	MAIN TERMINAL	A	5
426-9940	MAIN TERMINAL	A	6
426-9941	MAIN TERMINAL	B	18
426-9942	MAIN TERMINAL	C	30
426-9943	MAIN TERMINAL	C	27
426-9944	MAIN TERMINAL	C	34
426-9945	MAIN TERMINAL	C	38
426-9946	MAIN TERMINAL	C	38A
426-9947	MAIN TERMINAL	C	38A
426-9948	MAIN TERMINAL	C	39

426-9949	MAIN	TERMINAL	BAGGAGE	EAST END	
426-9950	MAIN	TERMINAL	UNDER SPIRIT OF ST.	LOUIS	
426-9951	MAIN	TERMINAL	D	76	
426-9952	EAST	TERMINAL	D	LOBBY	
426-9953	MAIN	TERMINAL	UNDER SPIRIT OF ST.	LOUIS	
426-9954	MAIN	TERMINAL	BEHIND ESCALATOR		
426-9955	MAIN	TERMINAL	UNDER SPIRIT OF ST.	LOUIS	
426-9956	MAIN	TERMINAL	BAGGAGE	BY USO	
426-9957	MAIN	TERMINAL	BAGGAGE	CAROUSEL 2	
426-9958	MAIN	TERMINAL	BAGGAGE	CAROUSEL 3	
426-9959	MAIN	TERMINAL	C	34	
427-9005	MAIN	TERMINAL	BAGGAGE	EAST END	
427-9007	MAIN	TERMINAL	BAGGAGE	BY USO	
427-9010	HERTZ RENTALS		SERVICE LOT - ACCESS RD		
427-9013	MAIN	TERMINAL	BAGGAGE	EAST END	
427-9014	MAIN	TERMINAL	B	20	
427-9015	MAIN	TERMINAL	D	63	
427-9021	MAIN	TERMINAL	UPPER LEVEL	EXIT 2	
427-9023	MAIN	TERMINAL	UPPER LEVEL	EXIT 3	
427-9024	MAIN	TERMINAL	BAGGAGE	EAST END	
427-9025	MAIN	TERMINAL	B	20	
427-9030	GARAGE PKG.		GREEN LEVEL	OFFICE	
427-9033	MAIN	TERMINAL	BAGGAGE	BY USO	
427-9040	MAIN	TERMINAL	BAGGAGE	EAST END	
427-9043	MAIN	TERMINAL	BAGGAGE	EAST END	
427-9045	MAIN	TERMINAL	BAGGAGE	EAST END	
427-9048	MAIN	TERMINAL	BAGGAGE	EAST END	
427-9049	MAIN	TERMINAL	BAGGAGE	EAST END	
427-9059	MAIN	TERMINAL	BAGGAGE	CAROUSEL 5	
427-9071	MAIN	TERMINAL	D	63	
427-9080	MAIN	TERMINAL	B	24	
427-9082	MAIN	TERMINAL	D	63	
427-9085	MAIN	TERMINAL	B	24	
427-9100	MAIN	TERMINAL	BAGGAGE	BY USO	
427-9125	MAIN	TERMINAL	C	52	
427-9141	MAIN	TERMINAL	C	52	
427-9142	MAIN	TERMINAL	C	52	
427-9144	MAIN	TERMINAL	BAGGAGE	CAROUSEL 1	
427-9145	MAIN	TERMINAL	C	52	
427-9147	MAIN	TERMINAL	BAGGAGE	CAROUSEL 2	
427-9150	MAIN	TERMINAL	D	61	
427-9151	MAIN	TERMINAL	BAGGAGE	CAROUSEL 5	
427-9181	MAIN	TERMINAL	C	41	
427-9182	MAIN	TERMINAL	C	41	
427-9189	GROUND OPER.		PARKING LOT D	NEAR TWA	
427-9193	MAIN	TERMINAL	C	41	
427-9194	MAIN	TERMINAL	C	41	
427-9195	MAIN	TERMINAL	C	41	
427-9198	MAIN	TERMINAL	UNDER SPIRIT OF ST.	LOUIS	
427-9208	MAIN	TERMINAL	C	41	
427-9209	MAIN	TERMINAL	C	41	
427-9222	MAIN	TERMINAL	BAGGAGE	CAROUSEL 3	
427-9224	MAIN	TERMINAL	C	41	
427-9225	MAIN	TERMINAL	UNDER SPIRIT OF ST.	LOUIS	
427-9229	MAIN	TERMINAL	BAGGAGE	CAROUSEL 3	
427-9233	MAIN	TERMINAL	C	41	
427-9239	MAIN	TERMINAL	C	41	

427-9256	HERTZ RENTALS	SERVICE LOT -	ACCESS RD	
427-9257	MAIN TERMINAL	C	41	
427-9258	MAIN TERMINAL	C	49	
427-9268	MAIN TERMINAL	C	41	
427-9273	MAIN TERMINAL	BAGGAGE		CAROUSEL 6
427-9274	MAIN TERMINAL	C	41	
427-9275	MAIN TERMINAL	C	41	
427-9280	MAIN TERMINAL	D	61	
427-9291	MAIN TERMINAL	C	41	
427-9310	MAIN TERMINAL	C	49	
427-9325	MAIN TERMINAL	GARAGE ENTRY		EXIT 10
427-9331	MAIN TERMINAL	BAGGAGE		BY USO
427-9334	MAIN TERMINAL	C	41	
427-9335	MAIN TERMINAL	UNDER SPIRIT OF	ST. LOUIS	
427-9345	MAIN TERMINAL	BAGGAGE		CAROUSEL 6
427-9346	MAIN TERMINAL	C	41	
427-9354	MAIN TERMINAL	GARAGE ENTRY		EXIT 10
427-9356	MAIN TERMINAL	GARAGE ENTRY		EXIT 10
427-9359	MAIN TERMINAL	GARAGE ENTRY		EXIT 10
427-9361	MAIN TERMINAL	GARAGE ENTRY		EXIT 11
427-9365	MAIN TERMINAL	BAGGAGE BY USO		
427-9369	MAIN TERMINAL	C	41	
427-9372	MAIN TERMINAL	C	41	
427-9373	MAIN TERMINAL	GARAGE ENTRY		EXIT 11
427-9378	MAIN TERMINAL	C	41	
427-9393	MAIN TERMINAL	C	44	
427-9396	MAIN TERMINAL	C	44	
427-9397	MAIN TERMINAL	C	44	
427-9398	MAIN TERMINAL	C	44	
427-9413	MAIN TERMINAL	EXIT 2		
427-9420	MAIN TERMINAL	C	29	
427-9424	MAIN TERMINAL	C	44	
427-9427	MAIN TERMINAL	C	28	
427-9435	MAIN TERMINAL	C	28	
427-9436	MAIN TERMINAL	C	29	
427-9437	MAIN TERMINAL	D	63	
427-9438	MAIN TERMINAL	D	63	
427-9440	MAIN TERMINAL	D	63	
427-9443	MAIN TERMINAL	C	29	
427-9445	MAIN TERMINAL	C	44	
427-9446	MAIN TERMINAL	C	44	
427-9448	MAIN TERMINAL	C	29	
427-9449	MAIN TERMINAL	C	29	
427-9465	MAIN TERMINAL	C	44	
427-9466	MAIN TERMINAL	BAGGAGE		CAROUSEL 1
427-9472	MAIN TERMINAL	C	44	
427-9478	MAIN TERMINAL	C	44	
427-9492	MAIN TERMINAL	BAGGAGE		CAROUSEL 1
427-9499	MAIN TERMINAL	C	44	
427-9503	EAST TERMINAL	D	86	
427-9535	MAIN TERMINAL	D	65	
427-9563	MAIN TERMINAL	BAGGAGE		BY USO
427-9564	MAIN TERMINAL	GARAGE-YELLOW LVL.		WEST ESCALATOR
427-9566	MAIN TERMINAL	BAGGAGE		BY USO
427-9571	MAIN TERMINAL	BAGGAGE BY USO		
427-9580	MAIN TERMINAL	BAGGAGE CAROUSEL 1		
427-9581	MAIN TERMINAL	BAGGAGE EAST		ESCALATOR

427-9582	MAIN	TERMINAL	BAGGAGE BY USO	
427-9607	MAIN	TERMINAL	C	44
427-9608	MAIN	TERMINAL	BAGGAGE CAROUSEL 4	
427-9612	MAIN	TERMINAL	C	44
427-9615	MAIN	TERMINAL	GARAGE ENTRY	EXIT 9
427-9616	MAIN	TERMINAL	C	44
427-9617	MAIN	TERMINAL	C	44
427-9619	MAIN	TERMINAL	C	49
427-9621	MAIN	TERMINAL	C	44
427-9624	MAIN	TERMINAL	C	44
427-9625	MAIN	TERMINAL	C	49
427-9627	MAIN	TERMINAL	C	49
427-9632	MAIN	TERMINAL	C	44
427-9637	MAIN	TERMINAL	C	44
427-9639	MAIN	TERMINAL	C	44
427-9640	MAIN	TERMINAL	C	44
427-9647	BUS	TERMINAL	LONG TERM PKG.	
427-9649	MAIN	TERMINAL	C	44
427-9650	MAIN	TERMINAL	BAGGAGE CAROUSEL 1	
427-9651	MAIN	TERMINAL	C	44
427-9652	MAIN	TERMINAL	BAGGAGE CAROUSEL 2	
427-9653	MAIN	TERMINAL	C	44
427-9668	MAIN	TERMINAL	D	64
427-9717	MAIN	TERMINAL	D	70
427-9720	MAIN	TERMINAL	BAGGAGE CAROUSEL 1	
427-9734	MAIN	TERMINAL	BAGGAGE CAROUSEL 2	
427-9759	MAIN	TERMINAL	EXIT 2	
427-9760	MAIN	TERMINAL	EXIT 2	
427-9771	MAIN	TERMINAL	C	29
427-9774	MAIN	TERMINAL	UPPER LEVEL	EXIT 3
427-9775	MAIN	TERMINAL	C	35
427-9777	MAIN	TERMINAL	C	35
427-9779	MAIN	TERMINAL	D	70
427-9781	MAIN	TERMINAL	C	38
427-9783	MAIN	TERMINAL	C	38
427-9784	MAIN	TERMINAL	UPPER LEVEL	EXIT 3
427-9785	MAIN	TERMINAL	D	70
427-9787	MAIN	TERMINAL	C	32
427-9793	MAIN	TERMINAL	UPPER LEVEL	EXIT 3
427-9795	MAIN	TERMINAL	UPPER LEVEL	EXIT 3
427-9798	MAIN	TERMINAL	UPPER LEVEL	EXIT 3
427-9799	MAIN	TERMINAL	UPPER LEVEL	EXIT 2
427-9825	MAIN	TERMINAL	D	70
427-9826	MAIN	TERMINAL	D	70
427-9831	MAIN	TERMINAL	D	70
427-9850	MAIN	TERMINAL	D	72
427-9851	MAIN	TERMINAL	D	72
427-9853	MAIN	TERMINAL	C	28
427-9854	MAIN	TERMINAL	D	72
427-9860	MAIN	TERMINAL	C	29
427-9861	MAIN	TERMINAL	D	72
427-9866	MAIN	TERMINAL	D	76
427-9867	MAIN	TERMINAL	D	76
427-9872	MAIN	TERMINAL	D	67
427-9880	MAIN	TERMINAL	D	76
427-9883	MAIN	TERMINAL	D	76
427-9884	MAIN	TERMINAL	D	76

427-9908	MAIN	TERMINAL	BAGGAGE CAROUSEL 4			
427-9909	EAST	TERMINAL	D	86		
427-9918	EAST	TERMINAL	D	86		
427-9921	EAST	TERMINAL	D	86		
427-9926	MAIN	TERMINAL	BAGGAGE BY USO			
427-9936	MAIN	TERMINAL	C	35		
427-9938	MAIN	TERMINAL	BAGGAGE BY USO			
427-9945	MAIN	TERMINAL	BAGGAGE CAROUSEL 2			
427-9963	MAIN	TERMINAL	C	29		
427-5745	HOST		CORDLESS CREDIT CARD			
428-9003	MAIN	TERMINAL	D	79		
428-9004	MAIN	TERMINAL	D	79		
428-9005	MAIN	TERMINAL	D	79		
428-9006	MAIN	TERMINAL	D	79		
428-9007	MAIN	TERMINAL	D	79		
428-9009	MAIN	TERMINAL	D	79		
428-9012	MAIN	TERMINAL	D	79		
428-9013	MAIN	TERMINAL	D	79		
428-9015	MAIN	TERMINAL	D	79		
428-9017	MAIN	TERMINAL	D	79		
428-9018	MAIN	TERMINAL	D	79		
428-9023	MAIN	TERMINAL	D	79		
428-9025	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9026	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9028	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9031	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9039	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9041	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9049	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9050	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9051	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9054	MAIN	TERMINAL	D	62		
428-9055	MAIN	TERMINAL	D	62		
428-9056	MAIN	TERMINAL	D	62		
428-9057	MAIN	TERMINAL	D	62		
428-9059	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9060	MAIN	TERMINAL	UPPER LEVEL		LONE EAGLE PUB	
428-9061	MAIN	TERMINAL	D	62		
428-9071	MAIN	TERMINAL	D	65		
428-9072	MAIN	TERMINAL	D	65		
428-9089	MAIN	TERMINAL	D	65		
428-9096	MAIN	TERMINAL	D	65		
428-9102	MAIN	TERMINAL	D	65		
428-9103	MAIN	TERMINAL	D	65		
428-9104	MAIN	TERMINAL	D	70		
428-9109	MAIN	TERMINAL	D	65		
428-9110	MAIN	TERMINAL	BAGGAGE EAST END			
428-9111	MAIN	TERMINAL	D	66		
428-9112	MAIN	TERMINAL	D	66		
428-9120	MAIN	TERMINAL	D	73		
428-9121	MAIN	TERMINAL	D	73		
428-9143	MAIN	TERMINAL	D	73		
428-9145	MAIN	TERMINAL	D	73		
428-9190	MAIN	TERMINAL	D	73		
428-9194	MAIN	TERMINAL	D	72		
428-9201	MAIN	TERMINAL	UNDER SPIRIT OF ST. LOUIS			
428-9202	MAIN	TERMINAL	UNDER SPIRIT OF ST. LOUIS			

428-9249	MAIN	TERMINAL	UPPER LEVEL	LONE EAGLE PUB
428-9288	EAST	TERMINAL	D LOBBY	
428-9307	EAST	TERMINAL	D LOBBY	
428-9317	EAST	TERMINAL	D LOBBY	
428-9319	MAIN	TERMINAL	D 75	
428-9322	EAST	TERMINAL	D LOBBY	
428-9324	MAIN	TERMINAL	D 75	
428-9344	EAST	TERMINAL	D LOBBY	
428-9354	EAST	TERMINAL	D LOBBY	
428-9355	EAST	TERMINAL	D LOBBY	
428-9362	EAST	TERMINAL	D LOBBY	
428-9365	EAST	TERMINAL	D LOBBY	
428-9366	EAST	TERMINAL	D LOBBY	
428-9374	MAIN	TERMINAL	BAGGAGE EAST END	
428-9375	EAST	TERMINAL	D LOBBY	
428-9376	EAST	TERMINAL	D LOBBY	
428-9377	EAST	TERMINAL	D LOBBY	
428-9378	EAST	TERMINAL	D LOBBY	
428-9391	EAST	TERMINAL	D LOBBY	
428-9392	MAIN	TERMINAL	A 7	
428-9393	EAST	TERMINAL	D LOBBY	
428-9402	MAIN	TERMINAL	C 32	
428-9419	MAIN	TERMINAL	BAGGAGE CAROUSEL 2	
428-9423	MAIN	TERMINAL	C 32	
428-9426	MAIN	TERMINAL	B 19	
428-9428	MAIN	TERMINAL	B 19	
428-9429	MAIN	TERMINAL	B 19	
428-9430	MAIN	TERMINAL	UPPER LEVEL WEST	BY RESTAURANT
428-9431	MAIN	TERMINAL	BAGGAGE CAROUSEL 3	
428-9437	MAIN	TERMINAL	B 20	
428-9439	MAIN	TERMINAL	BAGGAGE CAROUSEL 3	
428-9440	MAIN	TERMINAL	B 20	
428-9442	MAIN	TERMINAL	A 11	
428-9443	MAIN	TERMINAL	C 27	
428-9447	MAIN	TERMINAL	UPPER LEVEL WEST	BY RESTAURANT
428-9451	MAIN	TERMINAL	B 20	
428-9454	MAIN	TERMINAL	B 21	
428-9458	MAIN	TERMINAL	BAGGAGE CAROUSEL 3	
428-9462	MAIN	TERMINAL	UPPER LEVEL WEST	BY RESTAURANT
428-9466	MAIN	TERMINAL	B 21	
428-9471	MAIN	TERMINAL	UPPER LEVEL WEST	BY RESTAURANT
428-9472	MAIN	TERMINAL	EXIT 2	
428-9473	MAIN	TERMINAL	B 21	
428-9474	MAIN	TERMINAL	B 24	
428-9475	MAIN	TERMINAL	A 11	
428-9476	MAIN	TERMINAL	UPPER LEVEL WEST	BY RESTAURANT
428-9479	MAIN	TERMINAL	B 24	
428-9480	MAIN	TERMINAL	UPPER LEVEL WEST	BY RESTAURANT
428-9484	MAIN	TERMINAL	B 24	
428-9490	MAIN	TERMINAL	A 7	
428-9495	MAIN	TERMINAL	A 11	
428-9496	MAIN	TERMINAL	A 11	
428-9498	MAIN	TERMINAL	UPPER LEVEL	EXIT 3
428-9508	MAIN	TERMINAL	C 34	
428-9510	MAIN	TERMINAL	C 34	
428-9512	MAIN	TERMINAL	C 34	
428-9513	MAIN	TERMINAL	UPPER LEVEL	EXIT 3

428-9514 MAIN TERMINAL UPPER LEVEL EXIT 3  
 428-9515 MAIN TERMINAL UPPER LEVEL EXIT 3  
 428-9516 MAIN TERMINAL UPPER LEVEL EXIT 3  
 428-9517 MAIN TERMINAL C 39  
 428-9518 MAIN TERMINAL C 34  
 428-9519 MAIN TERMINAL C 39  
 428-9522 MAIN TERMINAL C 38  
 428-9524 MAIN TERMINAL UPPER LEVEL EXIT 3  
 428-9525 MAIN TERMINAL BAGGAGE EAST END  
 428-9529 MAIN TERMINAL BAGGAGE BY USO  
 428-9533 MAIN TERMINAL C 29  
 428-9536 MAIN TERMINAL B 18  
 428-9537 MAIN TERMINAL B 18  
 428-9538 MAIN TERMINAL B 18  
 428-9541 MAIN TERMINAL A 1  
 428-9542 MAIN TERMINAL A 1  
 428-9543 MAIN TERMINAL A 1  
 428-9545 MAIN TERMINAL A 5  
 428-9546 MAIN TERMINAL A 5  
 428-9547 MAIN TERMINAL A 5  
 428-9548 MAIN TERMINAL A 11  
 428-9549 MAIN TERMINAL A 6  
 428-9550 MAIN TERMINAL A 6  
 428-9553 MAIN TERMINAL A 8  
 428-9781 MAIN TERMINAL BEHIND ESCALATOR  
 428-9789 MAIN TERMINAL BEHIND ESCALATOR  
 428-9802 MAIN TERMINAL BEHIND ESCALATOR  
 713-9714 EMPLOYEE LOT  
 731-9579 LOT B  
 TOTAL PHONE NUMBERS 361

Section Two. This being an Ordinance for preservation of the 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 of St. Louis.

<b>Legislative History</b>				
<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>01/07/94</b>	<b>01/07/94</b>	<b>T&amp;C</b>		
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
<b>01/14/94</b>			<b>01/21/94</b>	<b>01/21/94</b>
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	

<b>63086</b>		
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