

ORDINANCE #69073
Board Bill No. 69

An ordinance authorizing the City of St. Louis (hereinafter, "City"), by and through its Board of Public Service, to enter into an Agreement with the Missouri Highways and Transportation Commission (hereinafter, "Commission") for the Commission to remove and replace the Jefferson Avenue Bridge Over Interstate 64 and associated highway ramps (hereinafter, "Project") without cost to the City.

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

SECTION ONE. The City of Saint Louis, by and through its Board of Public Service, is hereby authorized and directed to enter into an Agreement with the Commission to remove and replace the Jefferson Avenue Bridge Over Interstate 64 and associated highway ramps without cost to the City in substantially the form attached hereto and incorporated by reference herein as Exhibit 1.

SECTION TWO. The Commission and the City shall cooperate to temporarily close all streets, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans approved by the Federal Highway Administration (hereinafter, "FHWA").

SECTION THREE. The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the project in accordance with the detailed plans approved by FHWA.

SECTION FOUR. The Commission shall install, operate, and maintain lighting, traffic control devices, drainage facilities, and other applicable work and facilities in accordance with the detailed plans approved by FHWA.

SECTION FIVE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an emergency 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: January 20, 2012

ORDINANCE #69074
Board Bill No. 201

An Ordinance authorizing and directing the Director of Public Safety, on behalf of the Mayor and the City of St. Louis, to enter into and execute a Grant Agreement with the U. S. Department of Justice, Bureau of Justice Assistance, to fund the 2011 Justice Assistance Grant Program, upon approval of the Board of Estimate and Apportionment, and to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

SECTION ONE. The Mayor and the Director of Public Safety, are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with U. S. Department of Justice, Bureau of Justice Assistance, to fund the 2011 Justice Assistance Program.

SECTION TWO. The Director of Public Safety is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the 2011 Grant Agreement, totaling \$737,581.00, in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the ordinance.

SECTION 3. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate 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.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Saint Louis
City Hall Rooms 200 1200 Market Street
St. Louis, MO 63103

4. AWARD NUMBER: 2011-DJ-BX-2942

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014

BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014

6. AWARD DATE 08/29/2011

7. ACTION

1A. GRANTEE IRS/VENDOR NO.

436003233

8. SUPPLEMENT NUMBER

00

Initial

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

St. Louis City Justice Assistance Grant Program

10. AMOUNT OF THIS AWARD

\$ 737,581

11. TOTAL AWARD

\$ 737,581

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Francis G. Slay
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

9/1/11

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		737581

21. KDJJGT1048

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

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SPECIAL CONDITIONS			
<ol style="list-style-type: none"> 1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. 2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance. 3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide. 4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP. 5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig. 6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP. 7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70. 			

FSJ



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8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).
11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.

FSA



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14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

FBI



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17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.
20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
21. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
24. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

FJA



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25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
26. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

FRL

ORDINANCE #69075
Board Bill No. 225

An Ordinance, recommended by the Board of Public Service of the City of St. Louis (the "Board of Public Service"), establishing a public works and improvement project for the design and construction of the Traffic Management Enhancement Project involving various traffic management improvements on City of St. Louis arterials and the City's Traffic Operation Center computer systems, (the "Traffic Management Enhancement Project"); and authorizing and directing the City of St. Louis (the "City"), by and through its Board of Public Service, to let contracts and provide for the design, construction, procurement of materials, and equipment for the Traffic Management Enhancement Project, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights and interests, in whole or in part, including easements (by lease, purchase, eminent domain, condemnation, or otherwise), as necessary for completion of the Traffic Management Enhancement Project, and to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies for the Traffic Management Enhancement Project all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefor; directing that all construction contracts let by authority of this Ordinance provide for federal and state prevailing wage requirements including prevailing wage holiday and overtime pay and compliance with all applicable statutes of the State of Missouri, the City Charter and the Revised Code of the City, as amended; requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance provide for: compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; contractor's compliance with the provisions of Sections 285.525 thru 285.550 of the Revised Statutes of Missouri, as amended, by requiring enrollment and participation in a federal work authorization program and no knowing employment of unauthorized aliens; contractor's compliance with the provisions of Section 292.675 of the Revised Statutes of Missouri, as amended, by providing a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees; contractor's compliance with the provisions of Section 34.057 of the Revised Statutes of Missouri, as amended, (Prompt Payment/Retainage), as applicable; requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 of the Revised Statutes of Missouri, as amended; and appropriating the total estimated cost of the Traffic Management Enhancement Project of One Million, One Hundred Sixty Eight Thousand Dollars (\$1,168,000.00) from the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and labor and equipment provided by the City of St. Louis Street Department; authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this ordinance and to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.) upon the signature and certification of vouchers by the President of the Board of Public Service; and containing a public work emergency clause.

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

SECTION ONE. There is hereby authorized a public works and improvement project for the design and construction of the Traffic Management Enhancement Project involving various traffic management improvements on City of St. Louis arterials and the City's Traffic Operation Center computer systems, (the "Traffic Management Enhancement Project").

SECTION TWO. The City of St. Louis (the "City"), by and through its Board of Public Service (the "Board of Public Service"), is hereby authorized and directed to let contracts and provide for the design, construction, procurement of materials, and equipment, for the Traffic Management Enhancement Project, to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights and interests, in whole or in part, including easements (by lease, purchase, eminent domain, condemnation, or otherwise) for the completion of the Traffic Management Enhancement Project, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

SECTION THREE. The work provided for herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefor.

SECTION FOUR. All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Federal Davis-Bacon Act and by the Department

of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 RSMo. 2000, as amended,) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the Traffic Management Enhancement Project. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri and the City Charter and Revised Code of the City, as amended. All contracts let in connection with the construction provided for herein shall require contractor's enrollment and participation in a federal work authorization program and an affirmation that contractor does not knowingly employ unauthorized alien employees pursuant to Sections 285.525 thru 285.550 of the Revised Statutes of Missouri, as amended, require contractor provide a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees as required by the provisions of Section 292.675 of the Revised Statutes of Missouri, as amended, and, as applicable, require the contractor(s) to comply with the provisions of Section 34.057 of the Revised Statutes of Missouri, as amended (Prompt Payment/Retainage).

SECTION FIVE. All specifications approved by the Board of Public Service and contracts let under the authority of this Ordinance shall provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

SECTION SIX. All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 of the Revised Statutes of Missouri, as amended.

SECTION SEVEN. The total estimated cost of the Traffic Management Enhancement Project is One Million, One Hundred Sixty Eight Thousand Dollars (\$1,168,000.00) of which the federal share is One Hundred Percent (100%) of the estimated cost of the project from the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to be appropriated from the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931, and the City of St. Louis Street Department will provide labor and equipment to support the implementation of the project.

SECTION EIGHT. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this ordinance and is further authorized and directed to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.), upon the signature and certification of vouchers by the President of the Board of Public Service. Reimbursement funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund Ordinance 56931.

SECTION NINE. The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the Traffic Management Enhancement Project or the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931.

SECTION TEN. This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

Approved: January 20, 2012

ORDINANCE #69076
Board Bill No. 182

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in 1) Motard Ave. from Hickory to Rutger. 2) A portion of the 15 foot wide east/west alley in City Block 2181-S beginning at Motard and extending westwardly 503.78 feet to a point in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE: The above surface, surface and sub-surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A parcel of ground in City Blocks 2179-B and 2181-S, in the City of St. Louis, Missouri, more particularly described as follows:

Beginning at the point of intersection of the western line of Motard Avenue, 40 feet wide with the northern line of Rutger Street, 60 feet wide; thence north 00 degrees 10 minutes 49 seconds east 134.00 feet, along the western line of said Motard Avenue, to the point of intersection of the southern line of an alley, 15 feet wide; thence north 89 degrees 45 minutes 56 seconds west 503.78 feet, along the southern line of said alley, to a point; thence north 00 degrees 10 minutes 49 seconds east 15.00 feet, to a point, in northern line of said alley; thence south 89 degrees 45 minutes 56 seconds east 503.78 feet, along the northern line of said alley, to the western line of said Motard Avenue, to a point; thence north 00 degrees 10 minutes 49 seconds east 134.00 feet, along the western line of said Motard Avenue, to the point of intersection of the southern line of Hickory Street, 60 feet wide, to a point; thence south 89 degrees 46 minutes 07 seconds east 40.00 feet, to the point of intersection of the southern line of said Hickory Street and the eastern line of said Motard Avenue; thence south 00 degrees 10 minutes 49 seconds west 283.00 feet, along the eastern line of said Motard Avenue, to the point of intersection of the northern line of said Rutger Street; thence north 89 degrees 45 minutes 56 seconds west 40.00 feet, the western line of said Motard Avenue, to the point of beginning and containing, 18,887 square feet, as prepared by Pitzman's Company.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioner Saint Louis University will use vacated areas to consolidate property.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley and street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley and street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.

- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: January 24, 2012

ORDINANCE #69077
Board Bill No. 220

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in Children's Place from Kingshighway eastwardly approximately 293.625 to a point in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE: The above surface, surface and sub-surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being part of Children's Place (60' wide) located between City Blocks 3887 & 3888, in the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the southwest corner of City Block 3887, said point being at the intersection of the eastern right-of-way line of Kingshighway Boulevard (variable widths) and the northern right-of-way line of Children's Place (60' W); thence south 83 degrees 01 minutes 22 seconds east along the northern right-of-way line of Children's Place and the southern line of said City Block 3887 a distance of 293.40 feet to a point, said point being the northwest corner of a tract described in Ordinance No. 68463 vacating a portion of Children's Place; thence leaving said right-of-way line and along said Ordinance line south 06 degrees 58 minutes 38 seconds west a distance of 60.00 feet to a point, said point being in the southern right-of-way line of Children's Place and the northern line of City Block 3888; thence north 83 degrees 01 minutes 22 seconds west along the southern right-of-way line of Children's Place a distance of 293.85 feet to a point being the northwest corner of City Block 3888 and in the eastern right-of-way line of Kingshighway Boulevard; thence north 07 degrees 23 minutes 57 seconds east a distance of 60.00 feet to the point of beginning and containing 17,617 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioned by Barnes-Jewish Hospital, Bi-State Development Agency, St. Louis Children's Hospital and Washington University. Vacated area will be used to consolidate property and improve security.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: January 24, 2012

**ORDINANCE #69078
Board Bill No. 227**

An ordinance authorizing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic at the northernmost east/west alley bounded by Penrose Park and Penrose Street at Euclid Avenue and the northernmost east/west alley bounded by Penrose Park and Penrose Street at Aubert Avenue in the City of St. Louis, Missouri.

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

SECTION ONE. The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic at the following alley: the northernmost east/west alley bounded by Penrose Park and Penrose Street at Euclid Avenue and the northernmost east/west alley bounded by Penrose Park and Penrose Street at Aubert Avenue in the City of St. Louis, Missouri for a period of six months beginning the effective date of the passage of this ordinance.

Approved: January 24, 2012

**ORDINANCE #69079
Board Bill No. 237**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 1200 block of Clarendon Avenue as "Rev. John Watson Sr. Avenue."

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

Whereas, Rev. John Watson Sr. serves as the Pastor of Maple Temple Church.

SECTION ONE. Pursuant to the provisions of Ordinances 65233 and 68937, the 1200 block of Clarendon Avenue shall hereafter be honorarily designated as "Rev. John Watson Sr. Avenue" in honor of Rev. John Watson Sr. The Director of Streets shall erect an honorary street-name sign, which sign shall read "Rev. John Watson Sr. Avenue" at the intersection of Clarendon Avenue and Page Boulevard.

Approved: January 31, 2012

ORDINANCE #69080
Board Bill No. 228

An Ordinance Authorizing The Execution Of A Transportation Project Agreement Between The City And The 2118 Chouteau Transportation Development District; Prescribing The Form And Details Of Said Agreement; Making Certain Findings With Respect Thereto; Authorizing Other Related Actions In Connection With The Transportation Project; And Containing A Severability Clause.

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution and laws of the State of Missouri; and

WHEREAS, pursuant to sections 238.200 to 238.280, RSMo, as amended (the "TDD Act"), the owner(s) of certain real property (the "Property") described in that certain Transportation Project Agreement (the "Agreement"), attached hereto as Exhibit A and incorporated herein by reference, intend to form a Transportation Development District to be known as the 2118 Chouteau Transportation Development District, or by such other name as may be designated by a petition (the "Petition") of such owner(s) to form such district (the "TDD"); and

WHEREAS, the TDD intends to undertake that certain "Transportation Project" as described and defined in the Agreement, which Transportation Project will provide a benefit to the City by increasing the available supply of parking and public access to the Property; and

WHEREAS, the City constitutes the "local transportation authority" pursuant to section 238.202.1(4) of the TDD Act for the purposes of the Transportation Project, and as no portion of the proposed Transportation Project has been or is intended to be merged into the State highways and transportation system under the jurisdiction of the Missouri Highway Transportation Commission, approval of the Transportation Project is vested exclusively with the City pursuant to section 238.225.3 of the TDD Act; and

WHEREAS, section 238.225.1 of the TDD Act provides that prior to construction or funding of a proposed project, such project shall be submitted to the local transportation authority for its prior approval, subject to any required revisions of such project, and the district and local transportation authority in question entering into a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

WHEREAS, the City hereby desires and intends to approve the Transportation Project, subject to the TDD and the City entering into a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

WHEREAS, the City intends to enter into the Agreement, in the form attached hereto as **Exhibit A** and incorporated herein by reference, with the TDD, as a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

WHEREAS, section 238.275 of the TDD Act provides that, within six months after development and initial maintenance costs of a project have been paid, the district shall transfer control and ownership of the project in question to the local transportation authority pursuant to contract; and

WHEREAS, the TDD intends to transfer and the City intends to accept such control and ownership pursuant to and on the terms set forth in the Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Agreement attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City and the TDD of their respective obligations 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 Board of Aldermen hereby approves the Transportation Project as submitted to the City.

SECTION TWO. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Agreement with the TDD (upon its formation) in order to implement the Transportation Project.

SECTION THREE. The Board of Aldermen finds and determines that the Transportation Project is necessary and desirable in order to increase public access to the parcels described in the Petition and the supply of available parking in the City.

SECTION FOUR. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Agreement by and between the City and the TDD in similar form to that attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the Agreement and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

SECTION FIVE. The Mayor and Comptroller of the City or his or her 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 or Comptroller or his or her designated representatives.

SECTION SIX. The Mayor and Comptroller or his or her designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and 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 changes by the Mayor or Comptroller or his or her designated representatives.

SECTION SEVEN. 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.

EXHIBIT A

Transportation Project Agreement

2118 CHOUTEAU TRANSPORTATION DEVELOPMENT DISTRICT

TRANSPORTATION PROJECT AGREEMENT

THIS 2118 CHOUTEAU TRANSPORTATION DEVELOPMENT DISTRICT TRANSPORTATION PROJECT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2012, by and between the 2118 CHOUTEAU TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the "TDD"), and 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").

Recitals:

A. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act").

B. Affiliates of PSG Enterprises, Inc., a Missouri corporation (the "Developer"), are the owners of certain real property described on Exhibit A, attached hereto and incorporated herein by this reference, together with certain improvements

thereon, located in the City (the "Property").

C. The TDD shall acquire from the Developer or other parties a leasehold interest in property, upon which the Developer may design, develop, and construct a TDD Project (as hereinafter defined), may cause the design, development, and construction of a TDD Project, or which may be acquired for a TDD Project.

D. Upon completion of acquisition of the TDD Project, the TDD intends to issue Obligations (as defined hereinafter) in a principal amount sufficient to finance the TDD Project and related costs of the TDD, including, without limitation, the costs of issuance of the Obligations and accrued interest thereon; in the alternative, the TDD may pledge its revenues to the City (or an authority located within the City with the power to issue obligations) for the repayment of any obligations issued with respect to the redevelopment of the Property, at least a portion of which shall be issued on behalf of the TDD with respect to the TDD Project. The contribution by the TDD towards the acquisition and/or construction of the TDD Project will be in the form of payment for the Property plus reimbursement of Developer's construction and soft costs.

E. The City and the TDD desire to enter into this Agreement in order to: (i) acknowledge the general economic benefit and value to the community created by the TDD Project and to provide for public access within the TDD Project on the terms set forth herein; (ii) memorialize the agreement of the City, acting in its capacity as local transportation authority (as defined in the TDD Act) regarding development and future maintenance of the TDD Project; and (iii) serve as the contract pursuant to which the TDD shall transfer control and ownership of the TDD Project to the City after the costs thereof have been paid in accordance with Section 238.275.1 of the TDD Act. The City acknowledges that it is entering into this Agreement for the overall benefit of the community and that the commitment to provide public access to the TDD Project does not constitute a specific economic benefit to the City or the TDD.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD and the City hereby agree as follows:

Section 1. Definitions. In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

Lease. That certain lease agreement entered into between the Developer, as landlord, and the TDD, as tenant, for the TDD Project, as may be amended from time to time by the parties thereto.

Obligations. Obligations issued by the TDD or the City to assist in the finance the design, development, construction and/or the acquisition of the TDD Projects; including, the pledging of revenues by the TDD to the City (or an authority located within the City with the power to issue obligations) for the repayment of obligations issued with respect to the redevelopment of the Property, at least a portion of which shall be issued on behalf of the TDD with respect to the TDD Project.

Property. The real property described in Exhibit A hereto, all of which is located within the boundaries of the TDD. TDD Ground Sublease. That certain sublease agreement entered into between the TDD, as Landlord, and the Developer, as subtenant, as may be amended from time to time by the parties thereto.

TDD Project. The Transportation Project described in Exhibit C of the Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis, Cause No. 1122-CC10244, Division 5, on November 1, 2011.

TDD Revenues. The TDD Sales Tax and any other sales taxes, special assessments, real property taxes and other fees and charges that may be imposed by the TDD pursuant to the applicable provisions of the TDD Act.

TDD Sales Tax. The transportation development district sales tax that the TDD is authorized to impose pursuant to Section 238.235 of the TDD Act.

Term. The period commencing on the date of execution of the TDD Ground Sublease and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of: (i) the end of the TDD Project's reasonably expected useful life, as determined by an engineer qualified to provide engineering services in the State of Missouri; or (ii) the satisfaction in full of all Obligations.

Section 2. Access to TDD Project. The TDD shall, and shall cause its agents and contractors to, comply with any and all applicable laws in connection with its operation of the TDD Project. Prior to the Transfer (as hereinafter defined), the TDD shall retain all operational control of the TDD Project. After the Transfer, the City shall have all operational control of the TDD Project for the duration of the Lease term, subject to any existing encumbrances.

Section 3. Transfer of Ownership and Control. The City and the TDD agree to execute an Assignment of Lease Agreement in form mutually agreeable to the parties immediately upon maturity or termination of the Obligations, by which the TDD transfers to the City its interest in the Lease for the remaining term of the Lease (the "Transfer"). The TDD and the City acknowledge that, upon execution, the transactions contemplated by the Assignment of Lease Agreement shall constitute the transfer of control and ownership of the Project as required pursuant to Section 238.275 of the TDD Act, provided that the TDD shall remain responsible for operation and maintenance of the Project even after such transfer, in accordance with Section 4 hereinafter.

Section 4. TDD Project Operation and Maintenance. Except as otherwise provided in the Lease, while the Obligations remain outstanding, the TDD shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using the TDD Project or any part thereof, including without limitation the payment of all expenses required for the operation of the TDD Project, including, without limitation, payment of any real or personal property taxes, assessments, payments in lieu of taxes assessed, any expenses incurred, performance of any cleaning or maintenance services required to maintain the TDD Project in good condition, and provision of any repairs for any damage to the TDD Project (the "TDD Maintenance"). The TDD agrees to operate and maintain the TDD Project in accordance with all applicable laws and regulations. Following the satisfaction in full of all Obligations, and during the remaining Term of this Agreement, the City shall be responsible for the TDD Maintenance.

Section 5. Indemnification and Release. To the extent permitted by law, the TDD agrees to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the acquisition of the TDD Project, including liability under any Environmental Laws; and (ii) the negligence or willful misconduct of the TDD or its respective employees, agents or independent contractors in connection with the management, and acquisition of the TDD Project. To the extent permitted by law, the City agrees to indemnify, defend, and hold the TDD and its employees, agents, and independent contractors harmless from and against any and all suits, claims, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the City, its employees, agents, and independent contractors and consultants, or arising from a default by the City of its obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

Section 6. Miscellaneous.

6.1 Representations and Warranties of the TDD. The TDD hereby represents and warrants to the City and the Developer that: (i) the TDD is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the TDD pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the TDD; and (iii) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.

6.2 Representations and Warranties of the City. The City hereby represents and warrants to the TDD and the Developer that: (i) the City is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the City pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the City; and (iii) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.

6.3 Termination. In the event that the Ordinance authorizing the execution of this Agreement shall become ineffective, then this Agreement shall terminate.

6.4 Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

6.5 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City or the TDD shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No member, partner, agent, employee or representative of the Developer shall be personally liable to the City or the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.6 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the TDD and the City with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supercedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the TDD and the City.

6.7 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the

same instrument.

6.7 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

6.8 Notices. Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

In the case of the TDD: 2118 Chouteau Transportation Development District
2017 Chouteau Avenue
St. Louis, Missouri 63104
Attention: Paul Hamilton

With a copy to: Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David Richardson, Esq.

In the case of the City, to: City of St. Louis
City Hall
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 212

With a copy to: St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101
Attention: Executive Director

and

City Counselor
City of St. Louis
1200 Market Street, Room 314
St. Louis, Missouri 63103
Attention: Patricia A. Hageman

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

2118 CHOUTEAU TRANSPORTATION
DEVELOPMENT DISTRICT

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Secretary

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

Patricia A. Hageman, City Counselor

**EXHIBIT A
LEGAL DESCRIPTION**

The property of the District is legally described as follows:

PARCEL A (2118 Chouteau Avenue):

A tract of land being part of Dillon's Addition, Block 2276-W, Block 2277-W and in Block 2268 (formerly 2269) of the City of St. Louis, said tract being described as follows: Beginning at the intersection of the South line of Chouteau Avenue and the West line of vacated Armstrong Avenue (now Mackay Avenue); thence Southeasterly along the South line of said Chouteau Avenue a distance of 297.14 feet to a point being the Northwest corner of property owned by Bi-Rite Petroleum, Ltd. (Book 241 page 492); thence Southerly along said West property line of said Bi-Rite Petroleum, Ltd., in a counter clockwise angle of 90 degrees 02 minutes 41 seconds from the last described line a distance of 270.56 feet to a point in the centerline of vacated LaSalle Street as conditionally dedicated according to plat recorded in Plat Book 9 Page 7 of the St. Louis Recorder's Office; thence Westerly along said centerline in a counter clockwise angle of 89 degrees 40 minutes 52 seconds from the last described line a distance of 176.79 feet to a point located on the East line of Dillon's Addition; thence Southerly along the East line of Dillon's Addition in a counter clockwise angle of 266 degrees 07 minutes 09 seconds from the last described line a distance of 79.03 feet to a point; thence Westerly in a counter clockwise angle of 92 degrees 54 minutes 47 seconds from the last described line of 88.30 feet to a point located on the East line of said vacated Mackay Avenue; thence Northerly along the East line of said vacated Mackay Avenue in a counter clockwise angle of 87 degrees 24 minutes 50 seconds from the last described line a distance of 52.47 feet to a point on the South line of said vacated LaSalle Street; thence Westerly in a counter clockwise angle of 273 degrees 33 minutes 20 seconds from the last described line a distance of 49.53 feet to a point located on the West line of said vacated Mackay Avenue; thence Northerly along the West line of said vacated Mackay Avenue in a counter clockwise angle of 86 degrees 29 minutes 05 seconds from the last described line a distance of 294.68 feet to a point being the point of beginning.

PARCEL B (2017 Chouteau Avenue):

A tract of land in Block 2282 of the City of St. Louis being Lot B of the Shanfeld & Silverman Subdivision, together with part of the south half of the 20' wide east-west alley vacated by Ordinance No. 60603, and being more particularly described as follows:

Beginning at point on the North line of Chouteau Avenue, 80 feet wide, distant South 75 degrees 21 minutes 40 seconds East 59.17 feet from its intersection with the East line of 21st Street, 60 feet wide; thence leaving said North line North 14 degrees 33 minutes 51 seconds East along the West face of a multi-story brick building and along the East face of a one story brick building a distance of 137.49 feet to the centerline of said alley vacated by Ordinance No. 60603; thence along the centerline of said alley vacated by Ordinance No. 60603 South 75 degrees 21 minutes 40 seconds East a distance of 180.95 feet to its intersection with the Northern prolongation of the East line of said property conveyed to Shanfeld & Silverman Truck & Parts Co.; thence along said Northern prolongation and along the East line of said property conveyed to Shanfeld & Silverman Truck & Parts Co. and along the West line of property conveyed to Union Electric Company by deed recorded in Book 763M page 1371 South 14 degrees 46 minutes 07

seconds West a distance of 137.49 feet to the North line of Chouteau Avenue; thence along the North line of Chouteau Avenue North 75 degrees 21 minutes 40 seconds West a distance of 180.46 feet to the point of beginning, containing 0.57 acres more or less.

PARCEL C (Public Right of Way):

That portion of Chouteau Avenue commencing at the northerly elongation of the western boundary of Parcel A and extending eastwardly to the southerly elongation of the eastern boundary of Parcel B.

Approved: February 10, 2012

**ORDINANCE #69081
Board Bill No. 241**

An Ordinance recommended by the Planning Commission on December 7, 2011, to change the zoning of property as indicated on the District Map, from "J" Industrial District to the "H" Area Commercial District, in City Block 4002 (5800 Highlands Plaza Drive and 1110 E. Highlands plaza Drive), so as to include the described parcels of land in City Block 4002; 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 Block 4002 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in Exhibit A as follows:

A tract of land being part of Lot 8 of the Resubdivision of Lot 5B of the Resubdivision of Lot 4 and 5 of Highlands at Forest Park, according to the plat thereof as recorded in Plat Book 9212004, Page 30 of the City of St. Louis records, and being located in Block 4002 of he City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the Southeasterly corner of above said Lot 8, said point also being the point of intersection of the Westerly line of Highlander, 50 feet wide with the Northerly line of Wise Avenue, 60 feet wide; thence along last said Northerly line North 82 degrees 58 minutes 59 seconds West 373.42 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along last said Northerly line the following courses and distances: North 82 degrees 58 minutes 59 seconds West 285.46 feet; North 70 degrees 03 minutes 59 seconds West 61.57 feet and North 82 degrees 59 minutes 05 seconds West 451.94 to the Southwest corner of above said Lot 8 said point also being located on the Easterly line of Oakview Place, 50 feet wide; thence departing last said Northerly line and along the Easterly line said Oakview Place and the Westerly line of said Lot 8 North 07 degrees 02 minutes 31 seconds East 277.99 feet to the Southwest corner of a tract of land as conveyed to Consolidated Graphics Properties II, Inc by instrument recorded on February 21, 2006, Daily No. 152 of the above said City of St. Louis records; thence departing last said Easterly and Westerly lines and along said Southerly line of said Consolidated Graphics Properties II, Inc tract South 83 degrees 01 minutes 44 seconds East 133.00 feet to the Southeast corner of said Consolidated Graphics Properties II, Inc tract; thence departing last said Southerly line and along the Easterly line of said Consolidated Graphics Properties II, Inc tract and the Westerly line of said Lot 8 North 07 degrees 02 minutes 31 seconds East 226.62 feet to a point on the Southerly line of Park View Place, 31 feet wide; thence along said Southerly line the following courses and distances: South 83 degrees 00 minutes 15 seconds East 34.50 feet to a point of curvature to the right for which the radius point bears South 06 degrees 59 minutes 45 seconds West 451.00 feet; thence along said curve with a chord which bears South 76 degrees 11 minutes 23 seconds East 107.02 feet, an arc length of 107.28 feet to a point of tangency; South 69 degrees 22 minutes 32 seconds East 179.89 feet to a point of curvature to the left for which the radius point bears North 20 degrees 37 minutes 28 seconds East 771.50 feet; thence along said curve with a chord which bears South 80 degrees 57 minutes 31 seconds East 309.82 feet, an arc length of 311.94 feet to the Westerly line of Lot 8B; thence departing said curve and last said Southerly line South 00 degrees 59 minutes 41 seconds East 279.45 feet and South 07 degrees 01 minutes 01 seconds West 175.83 feet to the POINT OF BEGINNING and containing 340,317 square feet or 7.813 acres more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc on October 24, 2006

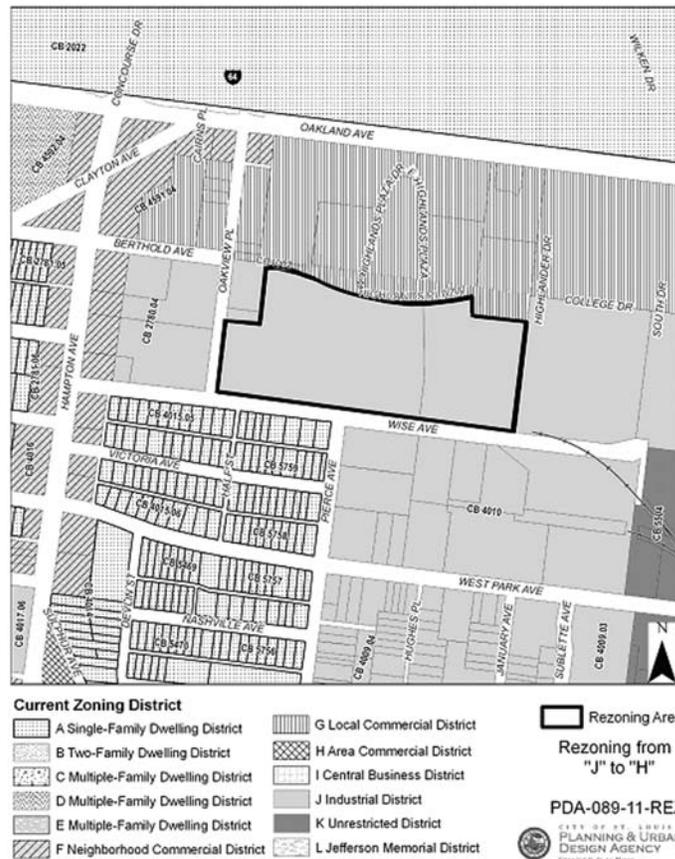
A tract of land being part of Lot 8 of the Resubdivision of Lot 5B of the Resubdivision of Lot 4 and 5 of Highlands at Forest Park, according to the plat thereof as recorded in Plat Book 9212004, Page 30 of the City of St. Louis records, and being located in Block 4002 of he City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the Southeasterly corner of above said Lot 8, said point also being the point of

intersection of the Westerly line of Highlander, 50 feet wide with the Northerly line of Wise Avenue, 60 feet wide; thence along last said Northerly line North 82 degrees 58 minutes 59 seconds West 373.42 feet; thence departing last said Northerly line North 07 degrees 01 minutes 01 seconds East 175.83 feet and North 00 degrees 59 minutes 41 seconds West 279.45 feet to a point on a non-tangent curve to the left for which the radius point bears North 02 degrees 32 minutes 30 seconds West 771.50 feet said point also being located on the Southerly line of Park View Place, 31 feet wide; thence along said Southerly line the following courses and distances: thence along last said curve with a chord which bears North 85 degrees 24 minutes 46 seconds East 55.08 feet, an arc length of 55.09 feet to a point of tangency and North 83 degrees 22 minutes 02 seconds East 154.85 feet to the Westerly line of Lot 7 of above said Rusubdivision of Lot 5B of the Resubdivision of Lot 4 and 5 of Highlands at Forest Park; thence along said Westerly and the Southerly lines of said Lot 7 the following courses and distances: South 06 degrees 59 minutes 45 seconds West 69.17 feet and South 83 degrees 00 minutes 15 seconds East 207.47 feet to a point on the Westerly line of above said Highlander; thence along said Westerly line South 06 degrees 57 minutes 25 seconds West 431.07 feet to the POINT OF BEGINNING and containing 174,509 square feet or 4.006 acres more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc on October 24, 2006.

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**



Approved: February 10, 2012

ORDINANCE #69082
Board Bill No. 242

An Ordinance recommended by the Planning Commission on December 7, 2011, to change the zoning of property as indicated on the District Map, from "B" Two-Family Dwelling District to the "C" Multiple-Family Dwelling District, in City Block 4550 (5501-51 Enright and 5534 Clemens), so as to include the described parcels of land in City Block 4550; 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 Block 4550 is hereby changed to the "C" Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

Parcel #4550-00-2720

A tract of land being part of Lots 5, 6 and 7 of Henry B. Belt's Subdivision and lots 13, 14, 17, 18, 19, 20, 21, 22 and part of lots 12, 15, 16 of SOUTH CABANNE, recorded in Plat Book 13 Page 56 of the City of St. Louis Records in Block 4550 of the City of St. Louis, Missouri and being more particularly described as: Beginning at the intersection of the South line of Clemens Avenue, 60 feet wide, with the West line of Belt Avenue 60 feet wide; being also the Northeast corner of said Lot 22 of South Cabanne, thence South 4 degrees 45 minutes 20 seconds East 409.40 feet along said West line of Belt Avenue to a point; thence along a curve to the right whose radius point bears South 85 degrees 14 minutes 40 seconds West 30.00 feet from the last mentioned point, a distance of 46.99 feet to the North line of Enright Avenue, 60 feet wide; thence South 84 degrees 59 minutes 40 seconds West 543.71 feet along said North line of Enright Avenue to a point; thence North 4 degrees 56 minutes 20 seconds West 193.17 feet to a point; thence North 84 degrees 34 minutes 09 seconds East 43.63 feet to a point; thence North 5 degrees 20 minutes 17 seconds West 188.07 feet to the said South line of Clemens Avenue; thence along said South line of Clemens Avenue the following courses and distances; along a curve to the left whose radius point bears North 28 degrees 39 minutes 52 seconds West 147.00 feet from the last mentioned point, a distance of 56.10 feet, along a curve to the right whose radius point bears South 50 degrees 31 minutes 53 seconds East 87.00 feet from the last mentioned point a distance of 69.13 feet and North 84 degrees 59 minutes 40 seconds East 48.00 feet to a point 2.00 feet West of the West line of said Lot 16 of South Cabanne, being the Northwest corner of property conveyed to Horace Fletcher and wife by deed recorded in book 7979 Page 325 in the City of St. Louis Records, thence leaving said South line of Clemens Avenue South 4 degrees 45 minutes 20 seconds East 244.20 and parallel to said West line of lot 16 and along said Fletcher property to the Southwest corner thereof, thence North 84 degrees 59 minutes 40 seconds East 50.00 feet along the South line of said Fletcher property to the Southwest corner thereof; thence North 4 degrees 45 minutes 20 seconds West 244.20 feet along the East line of said Fletcher property to the South line of Clemens Avenue; thence North 84 degrees 59 minutes 40 seconds East 326.75 feet along said South line of Clemens Avenue to the point of beginning.

Excepting

The northern 91 feet 7-3/4 inches of the Western 50 feet of Lot 6 of Belt's Subdivision and in Block 4550 of the City of Louis, fronting 91 feet 7-3/4 inches on the West line of said Lot 6 by a depth Eastwardly of 50 feet.

Also Excepting

Lot 12 of South Cabanne, a Subdivision recorded in Plat Book 13 Page 56 of the City of St. Louis Records and in Block 4550 of the City of St. Louis, Missouri, and described as follows:

Beginning at the Northeast corner of Lot 12 of South Cabanne, being a point on the South line of Clemens Avenue, 60 feet wide, thence South along the East line of said Lot 12, 98.50 feet, more or less, to the Southeast corner thereof; thence West along the South line said Lot 12, 50.00 feet to the Southwest corner thereof; thence North along the West line of said Lot 12, 83.52 feet to the South line of Clemens Avenue, and along a curve to the left having a radius of 147.00 feet an arc distance of 44.49 feet, more or less, to the point of beginning

Parcel #4550-00-0800

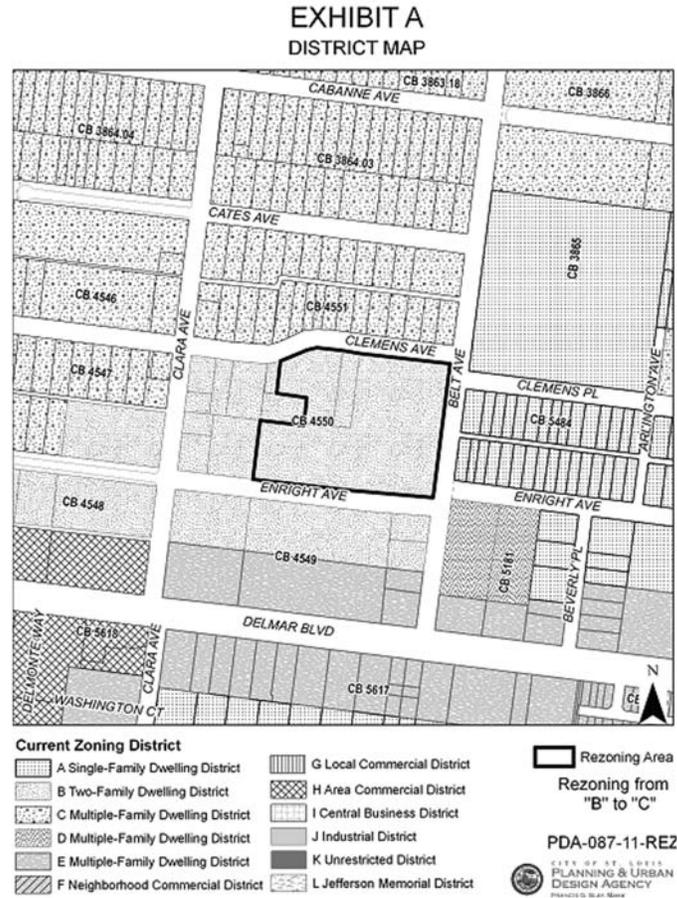
Parcel 1:

The eastern 2 feet of Lot No. 15 and the western 48 feet of Lot No. 16 of south Cabanne, and in Block No. 4550 of the City of St. Louis, together fronting 50 feet on the south line of Clemens Avenue, by a depth Southwardly of 152 feet 6-1/2 inches to the South line of said Subdivision.

Parcel 2:

Part of Lot No. 6 of H.B. Belt's Subdivision and in Block No. 4550 of the City of St. Louis, beginning at a point in the South line of South Cabanne Subdivision, thence South and parallel with the East line of Clemens Olive Street Addition, 91 feet 10-1/4 inches, thence west and parallel with Delmar Boulevard 50 feet, thence North 91 feet 7-3/4 inches to the South line of south Cabanne Subdivision, thence east 50 feet to the point of beginning..

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.



Approved: February 10, 2012

**ORDINANCE #69083
Board Bill No. 164**

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the 20 foot wide north/south alley in City Block 1450E as bounded by Halliday, Compton, Pestalozzi and Virginia in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE: The above surface, surface and sub-surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A parcel of ground in City Block 1450-E, in the City of St. Louis, Missouri, described as follows:

Beginning at the point of intersection of the northern line of Pestalozzi Street, 60 feet wide with the eastern line of a north/south alley, 20 feet wide; thence south 86 degrees 26 minutes 26 seconds west 20.00 feet, along the northern line of said Pestalozzi Street to the western line of said north/south alley to a point; thence north 02 degrees 13 minutes 34 seconds west 98.17 feet, along the western line of said north/south alley to its northwestern terminus point of said north/south alley; thence north 87 degrees 10 minutes 15 seconds east 20.00 feet, along the northern terminus line of said north/south alley, to its northeastern corner terminus point of said north/south alley; thence south 02 degrees 13 minutes 34 seconds east 98.25 feet, along the eastern line of said north/south alley, to northern line of said Pestalozzi Street, and to the point of beginning and containing 1,964 square feet, as prepared by Pitzmans Company.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioners are Helen E. & Jeffrey L. Fisher and Christopher D. & Rebecca M. Goudy. Vacated area will be used for landscaping.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of

compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: February 13, 2012

**ORDINANCE #69084
Board Bill No. 214
Committee Substitute**

An Ordinance recommended by the City of St. Louis Planning Commission pertaining to fees related to services provided by the Zoning Section of the Building Division of the Department of Public Safety; repealing and amending portions of Section Twenty-One of Ordinance 59979, codified as §§26.80.010(C)(2), 26.80.050(D), 26.80.060(E) of the Revised Code of the City of St. Louis 1994 as amended and supplemented (hereafter "Revised Code"); repealing and amending portions of Section Two of Ordinance 63299, codified as §26.80.070(B) and (G) of the Revised Code; repealing and amending a part of Section Two of Ordinance 64654, codified as §26.84.040(B) of the Revised Code; repealing and amending a part of Section Three of Ordinance 69037, codified as §26.92.020 of the Revised Code; and repealing and amending Section Twenty-Five of Ordinance 59979, codified as §26.96.040 of the Revised Code; adding a new chapter for fees related to services provided by the Zoning Section; including a severability and an effective date clause.

WHEREAS, the City of St. Louis has not increased some of its fees related to services provided by the Zoning Section of the Building Division for a minimum of twelve years and some fees have been in place and not increased since 1950;

WHEREAS, inflation has nationally increased about 175% since 1980 and about 36% since 1999, and inflation has increased the cost to provide zoning related services;

WHEREAS, the City of St. Louis now recovers from 0% to 21% of the costs related to special services requested of and provided by the Zoning Section of the Building Division;

WHEREAS, the amended fees and new fee schedule reflect all or a significant portion of the costs incurred by the Zoning Section of the Building Division.

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

SECTION ONE. Portions of Section Twenty-One and Twenty-Five of Ordinance 59979, currently codified as §§26.80.010(C)(2), 26.80.050(D), 26.80.060(E), and 26.96.040 of the Revised Code of the City of St. Louis 1994, as amended and supplemented (hereafter "Revised Code"); portions of Section Two of Ordinance 63299, codified as §§26.80.070(B) and (G) of the Revised Code; and a part of Section Two of Ordinance 64654, codified as §26.84.040(B) of the Revised Code, and a part of Section Three of Ordinance 69037, codified as §26.92.020, are hereby repealed and enacted in lieu thereof are new provisions relating to the same subject matters as set forth in Section Two of this Ordinance.

SECTION TWO.

26.80.010(C)(2) Conditional uses.

2. Applications for Conditional Use Permits shall be filed with the Zoning Administrator and shall be accompanied by data, plans, and information as prescribed by the Board of Public Service to assure the fullest understanding of the application. One copy of the application shall be filed at the same time with the Board of Public Service. The Zoning Administrator shall provide written notification of an application for a Conditional Use Permit to the Aldermen in whose ward the conditional use is proposed. A fee, set forth in Section 26.98, shall be due at the time the Applicant requests a conditional use hearing.

26.80.050(D) Planned unit development district.

D. Sketch Plan Submittal. The applicant shall submit at least two copies of a sketch plan to the Planning Commission, accompanied with a filing fee, set forth in Section 26.98, on forms furnished by the Planning Commission. The sketch plan shall include both maps and a written statement and shall show enough of the area surrounding the proposed PUD to demonstrate the relationship of the PUD to adjoining uses. The maps may be in general, schematic form, and must contain the following information:

26.80.060 Home occupations (E).

E. A fee, set forth in Section 26.98, shall be due at the time an application is made for a home occupancy waiver.

26.80.070 (B) & (G) Community Unit Plan (CUP).

B. A filing fee, set forth in Section 26.98, shall be required at the time such a plan is submitted to the Planning Commission.

G. At the time any amendment to a community unit plan is submitted a filing fee, set forth in Section 26.98, shall be required.

26.84.040(B.) Appeals.

B. In such case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application or notice to the Building Commissioner or the Board of Public Service, and on due cause shown. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or by attorney. A fee, set forth in Section 26.98, shall be a paid to the Board at the time an appeal is filed.

26.92.020 Petition procedure.

The said petition shall be in writing on a form supplied by the Zoning Administrator and shall contain a complete description of the property involved and shall set forth fully the grounds of such petition and contain a recital of all the facts relied on by the petitioner. A fee, set forth in Section 26.98, shall be paid to the City upon the filing of a petition, and under no conditions shall said filing fee or any part thereof be returned in the event of unfavorable findings or recommendations on said petition by the Commission. After a study and investigation and within forty-five (45) days of filing the petition, the Planning Commission shall report to the petitioner its findings and recommendations. Where the Planning Commission recommends modification in the requested change, amendment or supplement, said petitioner may incorporate the recommended modification in the petition and forward it to the Planning Commission for further study and said Commission shall report to the petitioner its findings and recommendations.

26.96.040 Front yard survey.

The fee for a survey necessary to establish the front yard line requirements of any use districts, as set forth in Section 26.98 shall be paid prior to the issuance of any certificate of occupancy or building permit.

SECTION THREE. The following new Chapter is hereby added to the Zoning Code:

26.98 Fee Schedule.

The following non-refundable fees shall be paid by the requesting party prior to any action being taken by the city in connection with zoning services:

SERVICE	FEE
Front Yard Survey	\$25.00
Rezoning Petition	\$250.00
Appeal to the Board of Adjustment	\$200.00
Conditional Use	\$50.00
PUD (Planned Unit Development)	\$500.00*
CUP (Community Unit Plan)	\$500.00*
Amendment of a CUP	\$300.00
SPD (Signage Plan District)	\$300.00
Home Occupancy Waiver	\$20.00

Zoning Letters	\$25.00
Signature Verification of Plat & Petitions	\$475.00
Incidental Business Waivers	\$20.00

*\$500.00 for the first acre, \$250.00 for each additional acre or fraction thereof

SECTION FOUR. Severability Clause.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION FIVE. Effective Date.

This Ordinance shall take effect on March 1, 2012.

Approved: February 13, 2012

**ORDINANCE #69085
Board Bill No. 226**

An ordinance approving a blighting study and redevelopment plan dated November 15, 2011 for the 2309 Locust St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding the property within the Area is partially occupied, Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

WHEREAS, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area and such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, this Board has considered the "Blighting Study and Redevelopment Plan for the 2309 Locust St. Redevelopment Area" dated November 15, 2011, consisting of a Title Page; a Table of Contents Page, fifteen (15) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

WHEREAS, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

WHEREAS, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

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

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

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

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

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

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

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

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

WHEREAS, in accordance with the requirements of Section 99.430 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices and all those who were interested in being heard were given a reasonable opportunity to express their views; and

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 2309 Locust St. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated November 15, 2011 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

SECTION EIGHT. The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

SECTION NINE. Part of the property within the Area is currently occupied. All eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

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

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper(s).

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated

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

The term "Redeveloper(s)" as used in this Section shall include heirs, successors in interest, and assigns.

SECTION FOURTEEN. The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

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

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

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

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

ATTACHMENT "A"

2309 LOCUST ST.
REDEVELOPMENT AREA LEGAL DESCRIPTION

C.B. 919 LOCUST
50 FT X 155 FT
LUCAS & HUNT ADDN
BOUNDARIES N-ST CHARLES E-OTIS ELEV CO
S-LOCUST W-MENDENHALL

PARCEL# 09190000300

ATTACHMENT "B"
Form: 11/7/11

BLIGHTING STUDY AND PLAN
FOR THE
2309 LOCUST ST. REDEVELOPMENT AREA
PROJECT # 1598
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
November 15, 2011

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
2309 LOCUST ST. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 2309 Locust St. Redevelopment Area ("Area") encompasses approximately .18 acres in the Downtown West neighborhood of the City of St. Louis ("City") and is located on the north side of Locust St. between N. 23rd. and Jefferson Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 919. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 10.7% unemployment rate for the City for the month of September, 2011. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include a partially occupied specialty mixed use building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are used primarily for commercial.

Residential density for the surrounding neighborhoods is approximately 2.99 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "I" Central Business District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

The property within the Area is partially occupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 *et seq.* RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED REDEVELOPMENT AND REGULATIONS

1. REDEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive commercial uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial uses permitted in zones designated "I" Central Business District by the City of St. Louis Zoning Code. Zoning exemptions for the building are permissible. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall not be permitted to use the property within the Area for any of the following:

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

Exhibit "C" (Project Area Plan-Proposed Land Use) shows the proposed uses for the Area. The General Plan for the City, which includes the "Strategic Land Use Plan" (as amended 2010) designates the Area as a Specialty Mixed Use Area.

3. PROPOSED ZONING

Proposed zoning for the Area may remain "I" Central Business District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2010). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

The exact number of jobs created will depend upon the specific nature of the proposed redevelopment.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement ("Agreement") (if any), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. Urban Design Objectives

Rehabilitation and new construction should be of a scale and material that is consistent with the surrounding structures.

b. Urban Design Regulations

Retail buildings should address the street and sidewalks with storefront windows.

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

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

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and agreements between the LCRA and the Redeveloper(s). A uniform signage plan must be prepared by the Redeveloper(s) for the entire Area. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

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

Projecting signs shall be governed by the City Code, but may not obscure an architectural building element.

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

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF REDEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City ordinance.

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

D. EXECUTION OF PROJECT1. ADMINISTRATION AND FINANCING

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

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

A Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 -99.715, RSMO, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District Neighborhood Improvement District, commercial Improvement district, or other similar local taxing districts created in accordance with Missouri law, whether now existing or later created

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or other similar local taxing districts created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

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

such urban redevelopment corporation, then such corporation for a period of up to the first ten (10) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which that corporation shall lease such property.

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper(s) shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

This Plan may be otherwise modified (e.g. urban design regulations, redevelopment schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the PDA.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at of the end

of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

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

K. SEVERABILITY

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

ATTACHMENT "A"

**2309 LOCUST ST.
REDEVELOPMENT AREA LEGAL DESCRIPTION**

C.B. 919 LOCUST
50 FT X 155 FT
LUCAS & HUNT ADDN
BOUNDARIES N-ST CHARLES E-OTIS ELEV CO
S-LOCUST W-MENDENHALL

PARCEL# 09190000300

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 03/10/08**

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

The Redeveloper(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

**Blighting Report for the
2309 Locust St. Redevelopment Area**

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deteriorating or inadequate site improvements, improper subdivision or obsolete platting and

conditions which endanger life or property by fire or other causes.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a public, health and safety liability. It, therefore, qualifies as a "blighted area" as such time is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: _____ vacant land _____X_____ unoccupied residential
_____ unoccupied/occupied commercial

Subject Property is: _____X_____ secured

The subject property _____ has _____X_____ has not a predominance of defective or inadequate streets

If answer is yes, explain: _____

The subject property _____ has _____X_____ has not insanitary or unsafe conditions

If answer is yes, explain: _____

The subject property _____X_____ has _____ has not deterioration of site conditions

If answer is yes, explain: The partially occupied building suffers from a significant amount of deferred maintenance, including extensive asbestos contamination, and will require a sizable investment to bring up to code.

The subject property _____ has _____X_____ has not improper subdivision or absolute platting

If answer is yes, explain: _____

The subject property _____ has _____X_____ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: _____

The subject property _____ does _____X_____ does not retard the provision of housing accommodations

If answer is yes, explain: _____

The subject property _____X_____ does _____ does not constitute an economic liability

If answer is yes, explain: The deteriorated building drags down the values of the surrounding properties.

The subject property _____ does _____X_____ does not constitute a social liability

If answer is yes, explain: _____

The subject property _____ is _____X_____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: _____

The subject property _____X_____ is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The partially occupied building suffers from a significant amount of deferred maintenance, including extensive asbestos contamination, and will require a sizable investment to bring up to code.

The subject property _____ is _____X_____ is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of high density of population.

If answer is yes, explain: _____

The subject property _____ is _____X_____ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: _____

The subject property _____ has _____X_____ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, and juvenile delinquency. If answer is yes, explain: _____

Approved: February 13, 2012

ORDINANCE NO. 69085 - EXHIBITS B, C & D

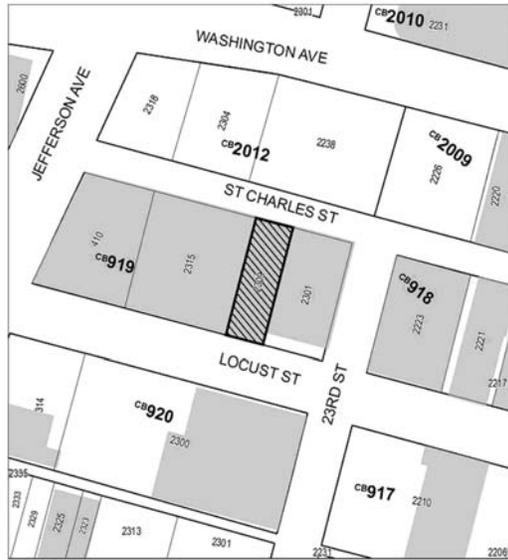


Exhibit B
Project Area Plan
2309 Locust Street
Existing Uses and Conditions
Partially Occupied Specialty Mixed Use, Fair Condition
Project Area Boundary
Buildings
City Block Number

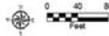


Exhibit C
Proposed Land Uses
2309 Locust Street
Proposed Land Uses
Specialty Mixed Use
Project Area Boundary
Buildings
City Block Number



Exhibit D
Project Acquisition Map
2309 Locust Street
Project Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number



ORDINANCE #69086
Board Bill No. 248

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in 14 foot wide north/south alley in City Block 802 as bounded by Shenandoah, 13th, Lami and Interstate 55 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE: The above surface, surface and sub-surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being a 14' wide alley that runs north and south in Block 42 of Thomas Allen's Addition per Plat Book X Page 93 and Plat Book D Page 85, bounded on the north by the south line of a 16' wide alley, on the east by the west line of Lot 15, on the south by the north line of Lami Street and on the west by the east line of Lots 16 thru 19 being located in City Block 802, City of St. Louis, State of Missouri and being more particularly described as follows:

Beginning at the intersection of the southwest corner of Lot 15 of Thomas Allen's Addition as per the plat thereof recorded in Plat Book X Page 93 of the St. Louis City Records and the north line of Lami (60' wide) Street; thence with the north line of said Lami Street, north 70 degrees 15 minutes 00 seconds west 14.00 to the southeast corner of Lot 16 of said Thomas Allen's addition; thence with the east line of said Lot 15 and its direct prolongation, north 19 degrees 46 minutes 00 seconds east 142.00 feet to a point on the south line of a 16' wide alley; thence with the said south line, south 70 degrees 15 minutes 00 seconds east 14.00 feet to the northwest corner of aforesaid Lot 15; thence departing said 16' wide alley with the west line of Lot 15, south 19 degrees 46 minutes 00 seconds west 142.00 feet to the point of beginning and containing 1,988 square feet (0.0456 acres), more or less, as calculated by the Sterling Company during the month of November, 2009.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioners are James L. Mitchell and Michael L. Garland. Vacated area will be used to consolidate property.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department

of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: February 13, 2012

**ORDINANCE #69087
Board Bill No. 250**

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in The remaining 15 foot wide east/west alley and the 22 foot wide north/south alley in City Block 896 bounded by Olive, 18th, Pine and 19th in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE: The above surface, surface and sub-surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being part of Lots 9 and 10 of Lucas and Hunt Addition, in Block 896 of the City of St. Louis, according to the plat thereof recorded in Plat Book "G" Page 34, being all of the north-south alley dedicated by Plat Book 57 Page 19, and all of the 15 foot wide east-west alley located in City Block 896, the western portion already vacated per Ordinance No. 59965, located in the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the intersection of the north line of Pine Street, 60.00 feet wide, with the westline of 18th Street, 60.00 feet wide; thence along said north line, north 75 degrees 06 minutes 02 seconds west a distance of 119.37 feet to the east line of said north-south alley dedicated per Plat Book 57 Page 19; thence continuing along said north line, north 75 degrees 06 minutes 02 seconds west a distance of 22.00 feet to the west line of said north-south alley; thence north 14 degrees 53 minutes 59 seconds east a distance of 109.30 feet to the south line of said 15 foot wide east-west alley; thence along said south line, north 75 degrees 06 minutes 02 seconds west a distance of 6.97 feet to said east line of said vacated alley, per Ordinance Number 59965; thence along said east line, north 14 degrees 53 minutes 59 seconds east a distance of 15.00 feet to the north line of said east-west alley; thence south 75 degrees 06 minutes 02 seconds east a distance of 148.38 feet to said west line of 18th Street; thence along said line, south 14 degrees 55 minutes 27 seconds west a distance of 15.00 feet to the south line of said alley; thence along said line, north 75 degrees 06 minutes 02 seconds west a distance of 119.41 feet to the east line of said north-south

alley; thence along said east line, south 14 degrees 53 minutes 59 seconds west a distance of 109.30 feet to the point of beginning and containing 4,630 square feet.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioned by Railton Residence LP, The Salvation Army and 1881 Pine Street, LLC. Vacated area will be used to improve business operations and security of abutting properties.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alleys, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated alleys provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: February 13, 2012

ORDINANCE #69088
Board Bill No. 140

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 Financial Assistance Agreement (Grant Agreement No. 2011007) offered by the St. Louis-Jefferson Solid Waste Management District (the "Grant Agreement") substantially in the form attached hereto as ATTACHMENT "1" for the project entitled "Airport Food Waste Recycling Demonstration Pilot Project" (the "Project") for a maximum obligation of Fifteen Thousand Dollars (\$15,000) providing for the reimbursement of direct costs associated with Project; 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 certain Financial Assistance Agreement (Grant Agreement No. 2011007) offered by the St. Louis-Jefferson Solid Waste Management District (the "Grant Agreement") substantially in the form attached hereto as ATTACHMENT "1" for the project entitled "Airport Food Waste Recycling Demonstration Pilot Project" (the "Project") for a maximum obligation of Fifteen Thousand Dollars (\$15,000) providing for expenditures and the reimbursement of direct costs of the City associated with Project.

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. This being an ordinance providing for the 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 approval of the Mayor of the City.

ATTACHMENT "1"

Grant Agreement No. #2011007

ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT

FINANCIAL ASSISTANCE AGREEMENT

WHEREAS, The City of St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Recipient"), has submitted an application to the St. Louis-Jefferson Solid Waste Management District ("District") for financial assistance to carry out its proposed project, including a work plan, timetable for performance and proposed budget; and

WHEREAS, the District is willing to provide financial assistance, subject to the terms and conditions herein:

NOW, THEREFORE, the parties do hereby mutually agree, as follows:

1. Recipient agrees to perform the work, as specified in the Scope of Work, attached hereto as Attachment A and hereby made a part hereof, for the project entitled Airport Food Waste Recycling Demonstration Pilot in accordance with the timetable set forth in the Scope of Work.
2. Disbursement of funds hereunder up to a maximum of shall be \$15,000.00 made in accordance with the project budget and the terms and conditions for reimbursement as set out in Attachment B, attached hereto and hereby made a part hereof. Recipient understands and agrees that Recipient is responsible for all costs and expenses over and above the maximum amount set forth in this Paragraph that may be required to complete the Scope of Work attached hereto.
3. Recipient shall comply with the terms and conditions set forth in Attachment C attached hereto and hereby made a part hereof.
4. The Agreement between District and Recipient includes this Agreement and Attachments and Exhibits hereto, the Request for Proposals issued October 8, 2010 and Recipient's Application. If there is any conflict between such documents, this Agreement and the Attachments and Exhibits hereto shall prevail.
5. This Agreement shall be in effect for a period of up to 18 months from the date of its execution by the parties hereto, and may be extended only with the written approval of both parties hereto; provided however, that the following obligations and authority shall survive expiration and termination of this Agreement: (a) the utilization of equipment or building or site improvements that are acquired for the Project with funds provided in whole or in part by District for a certain period of time as set forth in the Scope of Work; (b) the management and the rights and powers of District to enforce the obligations of Recipient with regard to security interests in equipment or building or site improvements that are acquired for the Project with funds provided in whole or in part by District; and (c) reporting obligations of Recipient.

6. There shall be no changes to this Agreement or the Attachments and Exhibits hereto without the written approval of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the dates(s) reflected below.

ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT

By _____
Chairman, Executive Board

Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

APPROVED BY:

Mayor Date
The City of St. Louis

APPROVED BY:

Comptroller Date
The City of St. Louis

APPROVED AS TO FORM BY:

ATTESTED TO BY:

City Counselor Date
The City of St. Louis

Register Date
The City of St. Louis

ATTACHMENT A Scope of Work

The purpose of the "Airport Food Waste Recycling Demonstration Pilot" project is to establish collection and processing of organic waste at four restaurants within the Airport with the purchase of collection containers, subcontracted hauling and contracted-for provision of marketing, educational, outreach and training activities.

- A. The recipient shall perform the following tasks in accordance with the terms of this Agreement:
1. The Project Manager must attend a Grant Administration meeting with District staff within 30 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient.
 2. Recipient will describe current program efforts and provide documentation of current status of the program, including current levels of waste diversion, if applicable. This information will be included in the first quarterly report to the District.
 3. Recipient will utilize a competitive bidding process, in accordance with the District's bidding and purchasing procedures, to solicit bids for collection containers, and project management/training assistance, within 60 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient.
 4. Recipient will purchase, in accordance with the District's bidding and purchasing procedures, the collection containers and project management/training assistance from the bids received within 120 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient. The District logo must be affixed to the equipment. The District will provide the logos. Recipient will complete a security agreement, demand note, UCC forms, deed of trust and any other such security interest documents that the District may require before receiving any reimbursement from the District, if applicable.
 5. Recipient will begin utilizing the collection containers and begin project marketing, education, training and collection of materials in at least three restaurants within 180 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient. The equipment will be used only for the purposes of collecting recyclable materials. If utilization of these containers by the Recipient is discontinued, the District may take possession of and relocate these containers to another recycling collection project. Recipient shall also maintain data on the types and amounts of materials that are being processed by using the containers, and provide that information in each quarterly report, including cumulative totals, submitted to the District, as well as in the final report. Information on the types and amounts of materials being processed shall continue to be provided to the District throughout the term of the Agreement.
 6. Recipient shall also maintain data on the type and frequency of training and marketing contracted for and the actual number of continued, or new, restaurant participants that result from it, and provide that information in each quarterly report, including cumulative totals, submitted to the District, as well as in the final report. The final report shall include discussion of strategies proposed, or developed, to expand and sustain participation in the program by all restaurants at the Airport.
 7. Recipient shall document all personnel hours, indicating the tasks performed by the personnel, the locations these tasks occurred, and the number of hours devoted to these tasks that are directly related to this project, if such hours are included in this agreement, and are the result of District funding or are used as matching funds, and shall provide that information in quarterly reports to the District.
 8. Credit must be given to the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources as funding sources on all equipment purchased and in any information given or materials produced in conjunction with this project,

- if District funds were used for their production. The logos of both the St. Louis-Jefferson Solid Waste Management District and the Missouri Department of Natural Resources must appear on all materials produced in any media and in conjunction with this project.
9. Recipient will provide quarterly reports and a final report to the District in accordance with the District's Quarterly Reporting Guidelines. These reports will include discussions of project progress, problems encountered and tonnages diverted from the waste stream, as well as documentation of all project expenditures.
 10. Reports shall begin to be due 105 days from the date, as indicated by postmark, that the Agreement is returned to the Recipient, and every three months thereafter until the project is completed. No reimbursements will be made if the Recipient is not in compliance with all District reporting requirements.
 11. Prior written approval from the District must be obtained before any changes are made to the original grant agreement. The District reserves the right to withhold reimbursements in the absence of any such amendment(s).
- B. Recipient shall provide one copy of a quarterly expenditure and progress report to the District. The report shall be filed with the District no later than 105 days from the date, as indicated by the postmark, that the Agreement is returned to the recipient, and every three months thereafter. The report shall be on paper made of at least 30% post-consumer content and double sided. Each report shall contain the following information:
1. The details of progress for project activities, compared against the program objectives.
 2. Problems encountered in project execution and solutions pursued.
 3. Tonnages diverted from waste stream, if applicable.
 4. Itemized report of expenditures, including match expenditures, which shall be reported on the form supplied by the district as Grant Project Expense Ledger. If applicable, lien waivers shall be attached to the Expense Ledger form.
 5. With each Request for Reimbursement, please submit invoice for payment provided by the District. All required supporting documentation should be included.
 6. Any printed materials produced in conjunction with the project and paid for with District funds along with a copy of the approval letter from the District's Public Information Officer.
 7. Such other information as is necessary to indicate the progress of the project and its impact.
 8. Competitive bidding and purchasing documentation, per District purchasing procedures, must be completed for each piece of equipment or service that is purchased. Minority Business Enterprise and Women's business Enterprise utilization must be noted on the Bid Summary Form. The written "approval to purchase" notice from the District must be included in the quarterly expenditure and progress report(s).
 9. Failure to submit a quarterly report constitutes a breach of this Agreement and is grounds for withholding any subsequent reimbursements.
- C. Recipient shall provide to the District a final report within fifteen (15) days of the project completion date containing a compilation of the information provided in the quarterly reports, together with a comparison of actual accomplishments to the goals established for the project and reasons why such goals were either not met or were exceeded.

A critique of the program's strengths and weaknesses and information as to any plans to expand or alter the program shall be included. Failure to submit a final report constitutes a breach of this Agreement and is grounds for withholding final reimbursement.

- D. Where equipment or site improvement(s) have been acquired for the Project with funds provided in whole or in part by the District, and title thereto is vested in the Recipient, the Recipient shall provide to the District, following the expiration of the term of this Agreement, semi-annual reports on; the use of the equipment or site improvement(s); their effectiveness in the on-going program for which the equipment is being used or the improvements were made, and their current condition.

The first such report shall be filed with the District six (6) months following the end of the term of this Agreement and succeeding reports shall be filed every six (6) months thereafter until such time as the security interest of the District has been terminated. Data on the types and amounts of material diverted from the waste stream must also be reported every six (6) months until such time as the security agreement has been terminated.

- E. Joletta Golik shall serve as Project Manager and be the liaison to the District. The Project Manager can be reached at P.O Box 10212, St. Louis, MO 63145 or by phone at 314-551-5035. The District must be notified within seven working days of any change in the project manager.

2011007

ATTACHMENT B

1. PROJECT BUDGET

1a.

Project Budget Summary

Budget Category	Grant Funds	Match Funds	Total Funds
A. Personnel Services	\$6,436.00	\$4,704.00	\$11,140.00
B. Equipment	\$0.00	\$0.00	\$0.00
C. Direct Costs	\$7,199.00	\$0.00	\$7,199.00
D. Subcontractor	\$1,365.00	\$0.00	\$1,365.00
TOTAL	\$15,000.00	\$4,704.00	\$19,704.00
PERCENT OF TOTAL	76.1%	23.9%	100.0%

1b.

Project Budget Detail

A. Personnel Services

Employee/Title	Hourly Rate	Grant Funds	Match Funds	Subtotal
1. Jolitta Golik	\$40.00	\$0.00	\$1,920.00	\$1,920.00
2. Liz Smart	\$29.00	\$0.00	\$1,392.00	\$1,392.00
3. Larrone Rodgers	\$29.00	\$0.00	\$1,392.00	\$1,392.00
4. Jonathan Matheny	\$31.72	\$4,282.20	\$0.00	\$4,282.20
5. Christie Miller	\$24.35	\$2,153.80	\$0.00	\$2,153.80
TOTAL		\$6,436.00	\$4,704.00	\$4,704.00

2011007

B. Equipment

Equipment	Grant Funds	Match Funds	Subtotal
1.	\$0.00	\$0.00	\$0.00
2.	\$0.00	\$0.00	\$0.00
3.	\$0.00	\$0.00	\$0.00
4.	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00

C. Direct Costs

Itemized Expenses	Grant Funds	Match Funds	Total Funds
1. 18-23 gal. collection containers w/lids and bases @\$162.50 ea.	\$2,925.00	\$0.00	\$2,925.00
2. 5- 50 gallon collection containers with lids @ \$230.00 ea	\$1,150.00	\$0.00	\$1,150.00
3. 9-cs biodegradable bags @\$169/cs	\$1,624.00	\$0.00	\$1,624.00
4.150-sets Training Materials Booklets @ \$8/ea	\$1,200.00	\$0.00	\$1,200.00
5. Signage	\$300.00	\$0.00	\$300.00
TOTAL	\$7,199.00	\$0.00	\$7,199.00

D. Subcontractors

Subcontracted Services	Grant Funds	Match Funds	Total Funds
1. Compost hauler 3 mo @ \$455/mo	\$1,365.00	\$0.00	\$1,365.00
2.	\$0.00	\$0.00	\$0.00
3.	\$0.00	\$0.00	\$0.00
TOTAL	\$1,365.00	\$0.00	\$1,365.00

ATTACHMENT C
ST. LOUIS-JEFFERSON SOLID WASTE MANAGEMENT DISTRICT
General Terms and Conditions (October 2009)

I. Administrative Requirements

These general terms and conditions highlight requirements which are applicable to grants made by the St. Louis Jefferson Solid Waste Management District ("DISTRICT") and which are applicable to the Grantee.

A. Method of Payment.

1. Each request for reimbursement must include copies of competitive bidding documentation, invoices, paid bills, cancelled checks, payrolls, time and attendance records, and any documentation as may be required by the DISTRICT. No request for reimbursement will be accepted by the DISTRICT if it does not contain all necessary documentation of expenditures or if the Grantee is not in compliance with the provisions of this Agreement and Terms and Conditions. No more than 85% of project funds shall be available for reimbursement by periodic requests for reimbursement. The remaining balance of project funds will be available for disbursement upon submittal by the Grantee of the final report within 15 days of the project completion date, its approval by the DISTRICT, completion of all requirements of this Agreement, and submittal of a final request for reimbursement.
2. All reimbursement requests must have the following certification by the authorized Grantee official: I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made or will be made in accordance with the grant and that payment is due and has not been previously requested.

- B. Retention and Custodial Requirements for Records.** The Grantee shall retain financial records, supporting documents, and other records pertinent to the grant period of three years starting from the date of acceptance of the final report by the District and the Grantee's subsequent receipt of the official closure letter from the District. If the District holds any security interest in the project, this three year retention period for records begins from the date that said security interest is released by the District. Authorized representatives of the DISTRICT and the Missouri Department of Natural Resources shall have access to any pertinent books, documents, and records of Grantees in order to conduct audits or examinations. The Grantee agrees to allow monitoring and auditing by the DISTRICT and/or its authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3 -year period, the Grantee shall retain records until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3 - year period, whichever is later.

C. Program Income.

1. Grantees are encouraged to earn income to defray program costs. Program income means income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the grant, and from payments of principal and interest

on loans made with grant funds. Program income does not include items such as interest on grant funds, rebates, credits, discounts, or refunds.

- D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by DISTRICT appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are specifically identifiable to the project or program. Any in-kind match must be assigned a fair market value stated in dollars and the rationale used to calculate the value must be provided, if requested by the DISTRICT. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another DISTRICT grant agreement. Funds from another DISTRICT grant shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.
1. Match or cost share funding may be established by the DISTRICT through negotiation with the Grantee. Signature by both the DISTRICT and Grantee on the grant signature form firmly affixes the match or cost sharing ratios. Full expenditure of Grantee match or cost share funding is required over the life of the grant. Grantee must invoice the DISTRICT, as required by the particular grant, and provide financial records for total expenditure of DISTRICT and match or cost share funding.
 2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the grant may cause the Grantee to become ineligible to receive additional financial assistance from the DISTRICT. Failure to provide the required match may result in other enforcement remedies for non-compliance, as stated in Paragraph Y.
- E. **Financial Management Systems.** The financial management systems of Grantees must meet the following standards:
1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant;
 2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
 3. **Internal Control.** Effective control and accountability must be maintained for all Grantee cash, real and personal property, and other assets. Grantees must adequately safeguard all such property and must assure that it is used for authorized purposes;
 4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each grant;
 5. **Allowable Costs.** Applicable MDNR regulations and the grant scope of work will be followed in determining the reasonableness, allow ability, and allocability

of costs;

6. Source Documentation. Accounting records must be supported by such source documentation as canceled checks, paid invoices or statements, payrolls, time and attendance records, contract, and grant award document. The documentation must be made available by the Grantee at the DISTRICT's request.
- F. **Reporting of Program Performance.** Grantee shall submit to the DISTRICT a performance report for each program, function, or activity as specified by the grant in accordance with the DISTRICT program reporting guidelines. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the DISTRICT shall have the right to visit the project site(s) during reasonable hours for the duration of the contract and security interest period(s) and for three years thereafter.
- G. **Budget and Scope of Work Revisions.** Grantees are permitted to request changes within the approved budget to meet unanticipated requirements however, any revisions to budget or scope of work must be approved by the District, Grantee must request approval in writing to revise budgets and scopes of work including the following conditions:
1. For non-construction grants, Grantees shall obtain the prior approval of the DISTRICT for cumulative transfers among direct cost categories.
 2. For construction and non-construction projects, Grantees shall obtain prior written approval from the DISTRICT for any budget revision.
 3. For combined non-construction and construction projects, the Grantee must obtain prior written approval from the DISTRICT before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. Grantees under non-construction projects must obtain prior written approval from the DISTRICT whenever contracting out, granting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services described in the grant must receive prior approval from the DISTRICT. Approved changes in the scope of work or budget shall be incorporated by written amendment to the grant.
 6. Extending the grant past the original completion date requires approval of the DISTRICT.
- H. **Equipment Use.** Grantee agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement and will be subject to any security instruments required by the District under this agreement for a minimum period of four (4) years. The equipment shall not be moved from the State of Missouri without approval from the DISTRICT. When equipment is acquired with SWMF monies under this agreement, the following conditions apply or equivalent conditions set by the DISTRICT and certified as appropriate by the district's legal counsel:

1. Title to equipment acquired under this grant will vest with the Grantee on acquisition and is subordinate to lien(s) created by any security instruments required by the District. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by DISTRICT funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the DISTRICT. If the DISTRICT puts Grantee on notice that it believes grant assets are not being used for the intended purpose, Grantee shall not sell, give away, move or abandon the assets without the DISTRICT's prior written approval.
 - b. The Grantee may also make equipment available for use on other projects or programs currently or previously supported by the DISTRICT, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the DISTRICT. User fees should be considered if appropriate.
 - c. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the DISTRICT, including transferring the security interest to the new equipment.
2. Equipment Management. Grantee's procedures for managing equipment, whether acquired in whole or in part with grant funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. Grantee must maintain property records that include a description of the equipment, a serial number or other identification number, the source of property, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, and the location, use and condition of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with DISTRICT records at least once every six (6) months.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities and the District shall be notified of any such loss, damage or theft. The Grantee shall procure and maintain insurance covering loss or damage to equipment purchased with a sub-grant award, with financially sound and reputable insurance companies or through self-insurance, in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business.

- d. Grantee must develop adequate maintenance procedures to keep the equipment in good condition.
 - e. If the Grantee is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
3. Security Interest. The Grantee hereby grants to the DISTRICT, its successors and assigns a security interest in all equipment purchased for \$5,000 or more, in whole or in part, with SWMF monies. Said security interest shall be equal to the amount of funding provided by the DISTRICT for the purchase of equipment. The security interest of the DISTRICT shall decrease at a rate of 25% per year, beginning on the date, within the project period, when the equipment is first put into use. Grantee hereby covenants that it will not transfer, sell or pledge the DISTRICT's security interest in the equipment as collateral for any indebtedness without first obtaining the prior written consent of the DISTRICT unless specifically authorized pursuant to this agreement. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that he/she no longer claims a security interest in the financing statement (identified by file number).
- If the equipment purchased with DISTRICT monies is required to be titled through the Missouri Department of Revenue, the DISTRICT shall be listed as a lien holder on said title. If equipment is purchased wholly with DISTRICT monies, the Grantee must provide evidence of title wherein the District is listed as the first, and only, lien holder. This lien will be held until the security interest of the DISTRICT has been fully depreciated. In the case of more than one lien holder, Grantee must provide the DISTRICT with evidence that the DISTRICT is listed as a lien holder on the title.
4. Insurance. The Grantee shall procure and maintain insurance with financially sound and reputable insurance companies, in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business, as well as on all equipment purchased with DISTRICT monies.
5. Disposition. When original or replacement equipment acquired under a grant is no longer needed for the original project or program, or for other activities currently or previously supported by the DISTRICT, and if any security interest of the DISTRICT has not been fully depreciated, Grantee shall dispose of the equipment as follows:
- a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the DISTRICT.
 - b. For items of equipment with a current per unit fair market value of \$5,000 or more, the DISTRICT shall have the right to an amount calculated by multiplying the current market value or proceeds from sale by the DISTRICT's share of the equipment.
 - c. In cases where a Grantee fails to take appropriate disposition actions, the

DISTRICT may direct the Grantee how to dispose of the equipment.

- d. If the DISTRICT puts Grantee on notice that it believes grant assets are not being used for the intended purpose, Grantee shall not sell, give away, move or abandon the asset without DISTRICT's written approval.
6. When buildings or site improvements are acquired with DISTRICT monies under this agreement, the following, or equivalent, conditions apply as set by the DISTRICT and as certified as appropriate by the DISTRICT's legal counsel:
- a. **Security Interest or Lien.** The Grantee shall grant to the DISTRICT, its successors and assigns a security interest or lien in all buildings or site improvements purchased or constructed for \$5000 or more, in whole or in part, with DISTRICT monies. The Grantee shall complete the Deed of Trust and other security agreements required by the DISTRICT prior to receiving any reimbursement from the DISTRICT. Said security interest or lien shall be equal to the amount of funding provided by the district for the building or site improvement. Grantee hereby covenants that it will not transfer, sell or pledge the DISTRICT's security interest in the buildings or site improvements as collateral for any indebtedness whatsoever without first obtaining the prior written consent of the DISTRICT. The security interest of the district shall decrease at a rate of 25% per annum, beginning on the date within the project period when the building or improvements are first put into use. When the security interest is fully depreciated, the secured party will, on written demand by the debtor, send the debtor a termination statement that he/she no longer claims a security interest in the financing statement (identified by file number).
 - b. **Buildings and Site Improvements Funding.** The Grantee hereby agrees to apply the funding provided for buildings and site improvements to the purchase of the buildings or site improvements specified in the financial assistance agreement as negotiated with the DISTRICT.
 - c. **Use of Buildings and Site Improvements.** Grantee hereby agrees that any buildings or site improvements constructed or purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement, and for a minimum period of four (4) years. Grantees shall semi-annually submit a statement, as provided by the DISTRICT, certifying that the use(s) of said buildings, or site improvements, is for project activities. The DISTRICT shall also inspect the building or site improvements on a semi-annual basis throughout the term of the security interest or lien. Notwithstanding anything to the contrary contained in this agreement, buildings and site improvements shall not be removed from the State of Missouri.
 - d. **Insurance.** The Grantee shall procure and maintain insurance, with financially sound and reputable insurance companies in such amounts and covering such risks as are usually carried by companies similarly situated and engaged in the same or similar business, and on all buildings and site improvements purchased or constructed with SWMF monies.

- I. **Supplies.** Title to supplies acquired under a grant will vest, upon acquisitions, in the Grantee.
- J. **Inventions and Patents.** If any Grantee produces subject matter, which is or may be patentable in the course of work sponsored by this grant, Grantee shall promptly and fully disclose such subject matter in writing to the DISTRICT. In the event that the Grantee fails or declines to file Letters of Patent or to recognize patentable subject matter, the DISTRICT reserves the right to file the same. The DISTRICT grants to the Grantee the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the DISTRICT. Payment of royalties by Grantee to the DISTRICT will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this grant, the author or the Grantee is free to copyright any books, publications, or other copyrightable material developed in the course of this grant; however, the DISTRICT and MDNR reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of DISTRICT, the work for government purposes.
- L. **Publications.** The Grantee shall submit to the DISTRICT one draft copy of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by grant funds. The Grantee shall not print or distribute any publication until receiving written approval from the DISTRICT. All publications, audio-visual materials and printed materials shall identify the DISTRICT and the Missouri Department of Natural Resources as a funding source.
- M. **Mandatory Disclosures.** Grantee agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of State funds for the program/project.
- N. **Procurement Standards.** Grantees shall use their own procurement procedures provided that this procurement conforms to the standards set forth in the DISTRICT's "Procurement Procedures Guide" and is evidenced by the competitive bidding documentation submitted to the DISTRICT in accordance with DISTRICT procedures..
1. No work or services paid for wholly, or in part, with DISTRICT funds, will be contracted without the written consent of the DISTRICT.
 2. Grantee agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved scope of work must receive formal DISTRICT approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The DISTRICT and MDNR have the right to conduct an audit, as it relates to the project's funding, of the Grantee at any time on reasonable notice. The Grantee shall address any and all deficiencies identified in any such audit within ten (10) days after receipt of the audit. If the Grantee fails to address identified deficiencies, future grant funds may be withheld and the Grantee may be required to repay any and all prior disbursements.

- P. **Allowability of Costs.** Allowability of costs shall be determined in accordance with applicable MDNR regulations. The following costs are ineligible for grant funding:
1. Operating costs of local, county or district government, including but not limited to salaries, fringe benefits, and expenses that are not directly related to the project activities.
 2. Costs incurred prior to the project start date.
 3. Taxes.
 4. Legal costs.
 5. Contingency funds.
 6. Land acquisition.
- Q. **Conflicts of Interest.** No party to this grant, nor any officer, agent, or employee of either party to this grant, shall participate in any decision related to such grant which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly.
- R. **State Appropriated Funding.** The Grantee agrees that funds expended for the purposes of this grant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the grant period, as well as being awarded by the DISTRICT and state agency supporting the project. Therefore, the grant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the grant, the Grantee shall not prohibit or otherwise limit the DISTRICT's right to pursue alternate solutions and remedies as it deems necessary for the conduct of DISTRICT affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the grant.
- S. **Eligibility, Debarment and Suspension.** By applying for this award, the Grantee verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notices of Violation (NOV)) at the time of application. If compliance issues exist, Grantee shall disclose to the DISTRICT all pending or unresolved violations noted in an NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the past two years in the State of Missouri. The DISTRICT will not make any award at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." Grantee shall complete a Debarment/Suspension form when required by the DISTRICT. Furthermore, Grantee is also responsible for written debarment/suspension certification of all subcontractors receiving funding through a federally funded grant.
- T. **Restrictions on Lobbying.** As otherwise prohibited by Section 319, Public Law 101-121, 31 U.S.C. 1352, no portion of this award may be expended by the Grantee to pay

any person for influencing or attempting to influence the executive or legislative branch of the federal government with respect to the following actions: awarding of a contract; making of a grant; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these.

- U. **Recycled Paper.** The Grantee shall use recycled paper consisting of at least 30% post consumer fiber for all reports which are prepared as a part of this grant award and delivered to the DISTRICT. The Grantee must use recycled paper for any materials that it produces and makes available to any parties if such materials are produced as a part of this grant award.

- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** The Grantee shall make reasonable efforts to assure that a Fair Share Objective of 10% be made available to minority business firms, including historically black colleges and universities, and 5% be made available to women business enterprise firms, when utilizing grant funds to purchase supplies, equipment, construction and services related to this grant.
 - 1. The Grantee agrees to take all necessary affirmative steps required to assure that small and minority firms, women's business enterprises and labor surplus area firms are used whenever possible as sources when procuring supplies, equipment, construction and services related to the grant. The Grantee agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will permit participation by small and minority and women's business enterprises;
 - e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, and;
 - f. Requiring any prime contractor or other Grantee, if grants are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

- W. **Disputes.**
 - 1. The DISTRICT and the Grantee shall attempt to resolve disagreements concerning the administration of the grant or the performance of the Grantee.

2. If an agreement cannot be reached within ninety (90) days of the issuance of a written notice of noncompliance by the DISTRICT, the DISTRICT will provide a written decision to the Grantee. The DISTRICT may consult with the MDNR prior to providing this decision. Such decision of the DISTRICT constitutes final DISTRICT action.
- X. **Enforcement; Remedies for Noncompliance.** If a Grantee submits any false information in any documents concerning any award or fails to comply with any term of a grant, the DISTRICT may take one or more of the following actions, as appropriate:
1. Suspend or terminate, in whole or part, the current award or grant;
 2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending Grantee's correction of the deficiency;
 4. Withhold further awards from the Grantee;
 5. Order Grantee to transfer ownership of and title to assets purchased with grant money to the DISTRICT, and disallow transfer of ownership to others without prior DISTRICT approval; or
 6. Take any other remedies available at law, including cost recovery, breach of contract and suspension or debarment.
- Y. **Termination**
1. **Termination for Cause.** The DISTRICT and/or MDNR may terminate any grant, in whole or in part, at any time before the date of completion whenever it is determined by the DISTRICT, or MDNR, that the Grantee has failed to comply with the terms and conditions of the grant. The DISTRICT and/or MDNR shall promptly notify the Grantee in writing of such a determination and the reasons for the termination, together with the effective date. The DISTRICT and MDNR reserve the right to withhold all or a portion of grant funds if the Grantee violates any term or condition of this grant.
 2. **Termination for Convenience.** Both the DISTRICT and Grantee may terminate the grant, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
 3. This agreement is not transferable to any person or entity without prior approval of the DISTRICT.
- Z. **Grantee's Signature.** The Grantee's signature on the application and the award documents signifies the Grantee's agreement to all of the terms and conditions of the award.
- II. **Statutory Requirements**
Grantees must comply with all federal state and local laws relating to employment

construction, research, environmental compliance, and other activities associated with grants from the DISTRICT. Failure to abide by these laws is sufficient grounds to cancel the award.

Any Grantee, in connection with its application for financial assistance, shall include a certification that the Grantee, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the Grantee shall report to the DISTRICT any instance in which the Grantee or any member of its board of directors or principals is determined by any administrative agency or by any court of competent jurisdiction in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this grant or suspension or debarment of the Grantee.

A. Laws and regulations related to nondiscrimination and employment:

1. Chapter 213 of the Missouri Revised Statutes, which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability;
2. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, as amended, which prohibits discrimination on the basis of race, color or national origin;
3. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, as amended, which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
4. Civil Rights Restoration Act of 1987, 20 U.S.C. § 1687, 29 U.S.C. § 794, 42 U.S.C. § 2000d-4a, and 42 U.S.C. § 6101, as amended;
5. Civil Rights Act of 1991, 42 U.S.C. § 1981a and 42 U.S.C. §§ 2000e-2(k) - (n), as amended;
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability;
7. Age Discrimination in Employment act of 1967 (ADEA), 29 U.S.C. § 621 et seq., as amended, which prohibits discrimination on the basis of age;
8. Drug Abuse Office and Treatment Act of 1972, P.L. 92-255, 21 U.S.C. § 1101 et seq., as amended, relating to nondiscrimination on the basis of drug abuse;
9. Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, P.L. 91-616, 42 U.S.C. § 4541 et seq., as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
10. Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. § 2601 et seq.;
11. The Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 42 U.S.C. § 12101 et seq., as amended, relating to nondiscrimination against individuals with disabilities;
12. Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. § 201 et seq., as amended; and

13. Section 285.525-285.550 of the Missouri Revised Statutes which requires enrollment and participation in, or exemption from, the E-Verify federal work authorization program.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to noncompliant facilities.
 2. The Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251 et seq., as amended, prohibiting award of assistance by way of grant, loan, or contract to noncompliant facilities.
 3. The Federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., as amended, which prohibits the award of assistance by way of grant, loan, or contract to noncompliant facilities.
 4. The Federal Solid Waste Disposal Act, 42 USC 6901 et seq., as amended.
 5. The Federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601 et seq., as amended.
 6. The Federal Toxic Substance Control Act, 15 USC 2601 et seq., as amended.
 7. The Federal Insecticide, Fungicide and Rodenticide Act, 7 USC 136 et seq., as amended.
 8. The Federal Endangered Species Act, 16 USC 1531 et seq., as amended.
 9. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 10. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 11. The Missouri Clean Water Law, Chapter 644, RSMo.
 12. Chapters 260 and 319, RSMo including the Missouri Hazardous Waste Management Law, and the Missouri Solid Waste Management Law including laws relating to petroleum storage tanks.
 13. The Missouri Air Conservation Law, Chapter 643.
 14. Chapter 444, RSMo including the Metallic Minerals Waste Management Act, the Land Reclamation Act and the Surface Coal Mining Law.
- C. Chapter 105, RSMo, as it relates to conflicts of interest and lobbying.
- D. Chapter 610, RSMo, Governmental Bodies and Records commonly referred to as the Missouri "Sunshine Law".

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- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
 - F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires Subgrantees in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 - H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
 - I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
 - J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 - K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act as amended, 40 U.S.C. §276a et seq.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.
 - 6. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.

**ORDINANCE #69089
Board Bill No. 231**

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 "First Amendment To Lambert-St. Louis International Airport® ("Airport") Ground Transportation Concession Agreement" (the "First Amendment") to the Ground Transportation Concession Agreement AL-441, between the City and Best Transportation, Inc. (the "Concessionaire") dated June 15, 2009, and authorized by City Ordinance No. 68353, approved June 8, 2009 (the "Agreement"); the First Amendment to the Agreement, which is attached hereto as ATTACHMENT "1" and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; 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 "First Amendment To Lambert-St. Louis International Airport® Ground Transportation Concession Agreement" (the "First Amendment") to the Ground Transportation Concession Agreement AL-441, between the City and Best Transportation, Inc. (the "Concessionaire") dated June 15, 2009, and authorized by City Ordinance No. 68353, approved June 8, 2009 (the "Agreement"); the First Amendment to the Agreement, which was approved by the City's Airport Commission, is to read in words and figures as substantially set out in **ATTACHMENT "1"**, and 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 is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

SECTION THREE. 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®**



**FIRST AMENDMENT TO THE
GROUND TRANSPORTATION CONCESSION AGREEMENT WITH
BEST TRANSPORTATION, INC.
AGREEMENT NO. AL-441**

AL#-441

**FIRST AMENDMENT TO
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
GROUND TRANSPORTATION CONCESSION AGREEMENT**

THIS FIRST AMENDMENT, made entered into this ____ day of _____, 2012 (the "**First Amendment**"), by and between CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("**City**"), and BEST TRANSPORTATION, INC. (the "**Concessionaire**").

WITNESSETH THAT:

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

WHEREAS, City and Concessionaire are parties to a Concession Agreement (AL#-441) for a Ground Transportation Concession at the Airport dated June 15, 2009 ("Agreement") authorized by Ordinance 68353, approved June 8, 2009; and

WHEREAS, the parties desire to revise certain terms and conditions of the Agreement to provide clarification regarding the primary vehicles used by the Concessionaire to meet the objectives of the Ground Transportation Concession.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and the Concessionaire agree to amend the Agreement as follows:

SECTION 1. Section 608. Vehicles. Subsection A. is hereby deleted in its entirety and replaced with the following:

"A. Concessionaire shall provide an adequate number of vehicles to meet the service requirements outlined in Section 601, subject to and in accordance with this Section 608. Concessionaire acknowledges and agrees that the primary vehicles used in performing the Ground Transportation Services contemplated herein shall be vans or minibuses with seating capacities of between 7 and 15 passengers, including the driver. All vehicles shall satisfy the size and weight (including axle weight) restrictions of the Airport's Ground Transportation Rules and Regulations. Sufficient back-up vehicles must be available at all times to maintain uninterrupted services."

SECTION 2. All other terms, covenants, and conditions of the Agreement not inconsistent with this First Amendment are hereby ratified, unchanged and shall remain in full force and effect.

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

BEST TRANSPORTATION, INC. BY:

ATTESTED TO BY:

Title: _____
Date: _____

Title: _____
Date: _____

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

Pursuant to City Ordinance No. _____ approved _____, 2012.

The foregoing First Amendment was approved by the Airport Commission at its meeting on the ____ day of _____, 2011.

BY: _____
Commission Chairman and Director of Airports Date

The foregoing First Amendment was approved by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 2011.

BY: _____
Secretary, Board of Estimate and Apportionment Date

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor, Date

Comptroller, City of St. Louis Date

ATTESTED TO BY:

Register, City of St. Louis Date

Approved: February 13, 2012

**ORDINANCE #69090
Board Bill No. 232**

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® Airport Office Building Lease Agreement AL-221 with a term ending January 31, 2017 (the "Lease Agreement"), between the City and Trans States Holdings, Inc. (the "Lessee"), a State of Delaware corporation, granting to the Lessee, subject to and in accordance with the terms, covenants, and conditions of the Lease Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Lease Agreement that was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; 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® Airport Office Building Lease Agreement AL-221 with a term ending January 31, 2017 (the "Lease Agreement"), between the City and Trans States Holdings, Inc. (the "Lessee"), a State of Delaware corporation, granting to the Lessee, subject to and in accordance with the terms, covenants, and conditions of the Lease Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Lease Agreement that 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 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 THREE. 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"
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**



LAMBERT - ST. LOUIS
INTERNATIONAL AIRPORT®

**TRANS STATES HOLDINGS, INC
AIRPORT OFFICE BUILDING LEASE AGREEMENT**

NO. AL-221

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AIRPORT NUMBER AL-221

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
 AIRPORT OFFICE BUILDING LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of the ____ day of _____, 2011, by and between the City of St. Louis, a municipal corporation of the State of Missouri, as Lessor, and Trans States Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware.

RECITALS

The City owns and operates the Lambert-St. Louis International Airport®, located in the County of St. Louis, State of Missouri.

Lessee desires to lease space within the Airport Office Building.

The City is willing to lease space within such buildings to Lessee.

The parties, therefore, agree as follows:

ARTICLE I
 MEANINGS AND CONSTRUCTION

Section 101. Meanings and Construction. Except as otherwise clearly indicated by the context, the words and phrases defined in this Section shall have the following meanings when used elsewhere in this Agreement.

- “**Agreement**” means this Lease Agreement.
- “**Airfield Operations Area**” or “**AOA**” means those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, as the same now exist or as the same hereafter may be added to, modified, changed, or developed.
- “**Airport**” means the Lambert-St. Louis International Airport®, together with any additions, improvements, or enlargements made from time to time.
- “**Airport Director**” means the Airport Director of the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement.
- “**Airport Office Building**” or “**AOB**” means the City owned building located at 11495 Navaid Road, St. Louis, MO, 63044.
- “**Assignment**” means Assignment as defined in Section 802.
- “**City**” or “**Lessor**” means The City of St. Louis, Missouri.

“Environmental Laws” means all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, permit conditions, and orders relating to the generation, emission, discharge, release, use, storage, transportation, or disposal of pollutants, contaminants, Hazardous Materials, wastes, hazardous substances, or chemicals or the preservation or regulation of the environment or natural resources including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 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. §5101 et seq.; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 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. §10101 et seq., as such statutes and laws may be amended from time to time, all regulations, rules, executive orders, policies and instructions pertaining to and lawfully promulgated pursuant to such statute or law as they now exist or may be amended from time to time.

“Environmental Permits” means any and all permits, licenses, approvals, authorizations, consents, or registrations required by applicable Environmental Laws, whether federal, state or local, and any duly filed environmental covenant or land use restrictions applicable to the Airport or the Premises.

“Event of Default” means an Event of Default as defined in Section 901.

“Federal Aviation Administration” or **“FAA”** means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“Hazardous Materials” means 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.

“Lessee” means Trans States Holdings, Inc

“Notice” means a communication between the parties to this Agreement performed in accordance with the requirements of Subsection 1112(B).

“Premises” means the area or areas described in Section 201, and shown on Exhibit “A,” that has or have been designated by the City for the exclusive occupancy and use by Lessee for the uses herein specifically provided.

“Remediation Costs” means 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/or (ii) attributable to Hazardous Materials left on City property in excess of applicable remediation standards derived by the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health Administration, the Missouri Department of Natural Resources or other governmental health agency as appropriate for commercial property, safe for occupational exposure or Airport use or which are in violation of Environmental Laws or Environmental Permits, and caused by, or arising out of, Lessee’s operations at the Airport or the Lessee’s use or lease 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 caused by and/or arising out of or incidental to the Lessee’s handling, use, storage, release, disposal, generation, emission, or discharge of Hazardous Materials at the Airport including the Premises.

“Rents” means the rents payable by Lessee pursuant to Article V.

“Rules and Regulations” means those lawful, reasonable, and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City from time to time for the orderly operation of the Airport.

“**Transportation Security Administration**” or “**TSA**” means the Transportation Security Administration created under the Aviation and Transportation Security Act of 2001, as amended, or any successor agency thereto.

“**Utility Formula**” means the total square footage of Lessee’s Premises as a percentage of the total square footage of the Airport Office Building, which percentage shall be applied to the City’s periodical utility bills and/or pest control services and invoiced to Lessee.

Section 102. Interpretation. References in the text of this Agreement to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Agreement, unless otherwise specified.

The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.

The term “including” shall be construed to mean “including without limitation,” unless otherwise expressly indicated.

All references to number of days shall mean calendar days.

Words used in the present tense include the future.

ARTICLE II PREMISES

Section 201. Premises. The City hereby leases Lessee, and Lessee takes from the City, a portion of the Premises located at the Airport Office Building, 11495 Navaid Road, St. Louis, MO, 63044, consisting of 36,256 square feet as shown on Exhibit “A”, attached hereto and made a part hereof. In addition to the Premises above, Lessee may arrange for a third party to provide food for sale at an area of the AOB parking lot to be agreed to by both parties hereto.

The Premises are leased to Lessee subject to the reservations set forth in Section 202 hereof.

Lessee accepts and receives 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 with respect to the physical, environmental or structural conditions of the Premises or any portion thereof or otherwise including but not limited to, soil conditions of the land and structural conditions of the buildings or facilities or the presence or absence of any Hazardous Materials, or of any underground or above ground storage tanks or repositories and related equipment, water, sewage or utilities serving the Premises or any other matter or thing affecting or relating to the Premises, except as expressly set forth in this Agreement. The City without limitation expressly disclaims any expressed or implied warranty with respect to the condition of the Premises, its compliance with any zoning or other laws, statutes, rules, ordinances or regulations applicable to the Premises including but not limited to the Americans with Disabilities Act, the uses permitted on the Premises, or any other matter or thing relating to the Premises or any portion thereof.

Section 202. Reservations. The grant of lease hereunder is subject to the following reservations and conditions:

- A. The City reserves the right (but shall not be obligated pursuant to this Agreement) to develop, maintain, and keep in repair the Airport, including the Aircraft Operating Area and all publicly-owned facilities.
- B. Lessee shall not exercise the rights granted by this Agreement to Lessee in such a way as to interfere with or adversely affect the use, operation, maintenance, expansion or development of the Airport, or with the operations of other tenants or users of the Airport.
- C. The City reserves the right to, from time to time, temporarily or permanently close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport. The City also reserves the right at any time

or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Agreement or otherwise, either temporarily or permanently; provided that a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. The City shall reasonably notify Lessee of any such action affecting Lessee.

- D. The City reserves for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause or allow in said airspace such noise, vibration, fumes, dust, fuel particles, illuminations, interference with television, radio or any other type of transmission and other effects as may be caused in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
- E. The City reserves the right to grant utility and maintenance rights-of-way to itself and others over, under, through, across or on the Premises provided that such use will not substantially or materially interfere with Lessee's use of the Premises, and provided further that such reservation or grant of rights shall not directly result in additional cost or expense to Lessee.

Section 203. Access. Subject to all of the terms, covenants, warranties and conditions of this Agreement, Lessee has the right of free access, ingress to and egress from the Premises, for Lessee's employees, contractors, subcontractors, agents, and invitees.

Lessee shall be granted the use, for its employees, contractors, subcontractors, agents, and invitees, a share of the adjoining parking area. Lessee will be allotted a share of parking spaces equivalent to Lessee's share of total leased space in the Airport Office Building.

Section 204. Security. Lessee shall be responsible for securing the Premises. The City shall have no responsibility to, nor liability for, securing the Premises.

Section 205. Premises Adjustments. If Premises are increased, reduced or changed by mutual written consent of the City and Lessee, revised exhibits may be substituted for those herein without the necessity to amend this Agreement, which substitution may be made by Notice to Lessee from the City.

ARTICLE III AGREEMENT TERM

Section 301. Term. The term of this Agreement shall commence on February 1, 2012 and shall end on January 31, 2017, unless sooner terminated in accordance with other provisions of this Agreement.

The City or Lessee party may terminate this Agreement without cause by giving ninety (90) days Notice to the other party with no liability to the terminating party and such termination shall be deemed a no fault cancellation.

Section 302. Holding Over. If Lessee holds over after the expiration or early termination of this Agreement, the resulting tenancy shall be for an indefinite period of time on a month-to-month basis, during which tenancy the parties to this Agreement shall continue to adhere to all covenants, conditions and provisions of this Agreement. Notwithstanding the foregoing, Lessee shall pay the prevailing Rent then in effect during any holdover period. Acceptance by the City of payment of Rents or other fees or charges after expiration or early termination of this Agreement shall be deemed to be payment on account, and shall not operate to waive or modify any provision of this Section.

ARTICLE IV USE OF PREMISES

Section 401. Use. The City hereby grants to Lessee, subject to all the terms, covenants, warranties and conditions of this Agreement, the exclusive use of the Premises for general offices, administration and training purposes related to Lessee's business as an airline, unless expressly authorized by the City. In addition, the Lessee may arrange for the sale of food to its employees from its Premises, provided that the Lessee earns no income from such operation. The preceding sentence shall in no manner be interpreted or construed to act as a sublease or assignment with respects to this Agreement. If such operations and training involves the release of Hazardous Materials, such Hazardous Materials shall be disposed of in accordance with the Environmental Laws and any required Environmental Permits. Lessee will install whatever modifications required in order to comply with the aforementioned laws and permits, and/or establish procedures to comply with the aforementioned laws and permits, which will further be subject to the City's approval.

Section 402. Repairs and Maintenance.

- A. The City shall maintain and keep in good repair the structure associated with the Airport Office Building, as well as all associated common areas, including building roof and exterior structure, obstruction lights, roadways, sidewalks, automobile parking areas, and common utility lines and systems. The City shall clean and provide for snow and ice removal from the associated Airport Office Building parking lot. The City shall provide and maintain dumpsters for the Lessee's common use with others at the Airport Office Building
- B. Lessee shall, throughout the term of this Agreement, at its own cost and without any expense to the City, maintain and keep in good repair, excepting only acts of God, fire, and other casualties, and reasonable wear and tear (taking into account repair and maintenance required to be done by Lessee), the interior and exterior, non-structural portions of the Premises, including all tenant improvements, HVAC systems (up to the common distribution points for the HVAC systems), utility systems including, without limitation fire suppression lines or systems (up to the common distribution points for each utility system), painting, doors and windows, and any other structures erected within the Premises. Lessee shall, at its sole cost and expense, take such measures as may be necessary to keep the Premises secure; the City shall have no obligation or responsibility to keep the Premises secure.
- C. Lessee warrants, covenants and agrees, without cost or expense to the City during the term hereof, to perform the following:
1. Housekeeping of Premises. Remove from the Premises all trash and refuse, and dispose of it in a manner approved by the City.
 2. Maintenance Standards. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Premises in good order and condition, based on a standard of care reflecting prudent property management. Lessee shall repair all damage to the Premises caused by Lessee or its employees, contractors, subcontractors, agents, and invitees; this requirement includes immediate replacement of broken windows, doors and locks with like materials.

Section 403. Utilities. Lessee shall provide for and pay for all utilities used on the Premises. With respect to electricity, Lessee shall pay to City all metered electricity to the Premises, not directly billed to Lessee, for Lessee's portion of metered electricity as derived by the Utility Formula.

Section 404. Interference to Air Navigation. Lessee warrants, represents and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of FAR Part 77 or subsequent and additional regulations of the Federal Aviation Administration ("FAA"), will be constructed or permitted to remain on the Premises. Lessee warrants, represents and agrees that, upon notification by the City, it will immediately remove any obstructions at its expense. Lessee 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 may interfere with the line of sight of the control tower and its operations. Lessee 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.

Section 405. Observance and Compliance with Laws.

- A. Lessee, its officers, directors, employees, agents, and its contractors and suppliers, while such contractors and suppliers are providing services to Lessee, shall comply with:
1. all applicable federal, state and local laws and ordinances, including directives of the FAA applicable to the Lessee's operation at the Airport;
 2. the Rules and Regulations governing the Airport; and
 3. the provisions of the Airport certification manual, as it may be amended from time to time.

Lessee shall make reasonable efforts to cause its guests and invitees to comply as well.

- B. Upon Lessee's request, the City shall promptly provide a copy of the Rules and Regulations and the Airport certification manual. The City shall also provide copies of amendments or additions to the Rules and Regulations to Lessee's station manager or his designee in the regular course of business. The City acknowledges that compliance with such amendments or additions will not be expected until Lessee is notified of such amendments or additions as provided in this Subsection.
- C. Notwithstanding anything to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such

statute or law as it may be amended from time to time, (ii) all ordinances, regulations, rules, executive orders, policies and instructions pertaining and lawfully promulgated pursuant to such statute or law as they now exist or may be amended from time to time.

Section 406. Compliance with Environmental Laws. Lessee warrants and covenants that in conducting any activities or business at the Airport, including any activities directly related or incidental to its use and occupancy of the Premises, Lessee shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with Environmental Laws. Lessee further covenants and warrants as follows:

A. Environmental Permits.

1. Lessee shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Lessee engages on the Premises.
2. Lessee shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Lessee or Lessee's activities on the Premises, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided, however that the City shall adequately notify Lessee of such Environmental Permit and Environmental Laws and any associated requirements, including all applicable deadlines for compliance.
3. The City and Lessee shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit, Environmental Law, and any associated requirements to insure safety and to minimize cost of compliance.

B. Duty to Notify City. In the event of any release or threatened release of Hazardous Materials caused by Lessee, its employees, agents, contractors, suppliers, guests, or invitees, and which is required by applicable Environmental Laws or Environmental Permits, Rules and Regulations, or any plans or program prepared in response to Environmental Laws or Environmental Permits to be reported by Lessee, whether as a result of negligent conduct or otherwise, on, or under the Premises, or in the event any written claim, demand, complaint or action is made or taken against Lessee that pertains to Lessee's failure or alleged failure to comply with any Environmental Laws or Environmental Permits on or under the Premises or which pertains to the release of Hazardous Materials by Lessee at the Airport including the Premises, Lessee 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 Lessee 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 on or under the Premises, Lessee shall simultaneously provide a copy of such notice or report to the City.

C. Environmental Remediation. Lessee shall promptly and with all due diligence undertake all necessary steps to remedy and remove at its costs any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of Lessee or its agents, employees, contractors, independent contractors, invitees, licensees, lessees, or suppliers on or under the Premises, whether resulting from negligent conduct or otherwise ("**Remediation Work**"). Such Remediation Work shall be consistent with remediation standards established by or derived from the appropriate government agency responsible for enforcing Environmental Laws or Environmental Permits. Except in the event of an emergency, such Remediation Work shall be performed after Lessee 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 Lessee 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 the Premises or its property, or that of current and future tenants or users. 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.

D. Access for Environmental Inspection. Upon reasonable notification to Lessee, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Lessee is using the Premises in accordance with all applicable Environmental Laws and Environmental Permits and the requirements of this Section 406. Lessee shall cooperate fully

with any such inspections provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City's inspection results in any type of written report, the City shall provide Lessee a reasonable opportunity to timely review and comment on a draft of the report. Lessee 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; non-privileged draft official submittals (proposed final drafts) prepared by, or on behalf of, Lessee 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.

- E. Corrective Action by City. If Lessee fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities on the Premises, or if Lessee fails to conduct necessary Remediation Work in a timely manner as required under this Agreement, 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 Lessee. Remediation Work, if necessary, shall be performed in accordance with the provisions of Subsection 406(C), but only after first having provided Notice to Lessee of such failure to comply, and 30 days within which Lessee may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Lessee'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 Lessee's failing to timely begin curing such noncompliance within such 30 day period and to continue diligently working to achieve compliance thereafter.
- F. Review of Environmental Documents. At the reasonable request of the City, Lessee shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Lessee 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 Premises, and which would be discoverable in litigation.
- G. 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 Agreement shall survive the expiration or early termination of this Agreement.
- H. Pollution Control. In addition to all other requirements of this Agreement, Lessee, at its cost, shall manage all its operations at the Airport including the Premises in compliance with all applicable Environmental Laws, Environmental Permits, and with the best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan, which shall be provided to Lessee at Lessee's request.
- I. Environmental Covenants. Lessee will not object to and, if requested by the City, will subordinate any rights it has under this Agreement to an environmental covenant or environmental land use restriction which (i) restricts the use of groundwater underlying the Premises or the Airport; (ii) limits the use of the Premises to nonresidential uses; and/or (iii) reasonably restricts access to soil underlying the Premises or the Airport.

Section 407. Individuals with Disabilities. Lessee shall be responsible for compliance with the Federal Americans with Disabilities Act, plus any other federal, state or local laws or regulations and City Ordinances pertaining to the disabled individual having access to the Premises or Lessee's services.

Section 408. Nondiscrimination.

- A. Lessee for itself, its personal representatives, successors in interest, and assigns, agrees that no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in (i) the use of the Premises; or (ii) the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon.
- B. Lessee shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 409. Prevailing Wage. Lessee shall 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 in accordance with the provisions of the Revised Code of The City of St. Louis, Chapter 6.20.

Section 410. City Right to Enter, Inspect, and Require Corrective Action.

- A. The City shall have the right at reasonable times to enter upon Premises for any of the purposes listed below:
1. to inspect the Premises for any purpose necessary for or incidental to or connected with the City's obligations hereunder, or in the exercise of the City's capacity as Airport owner;
 2. to identify those actions required of the Lessee or the City, pursuant to this Agreement;
 3. for fire protection, safety, or security purposes;
 4. to make structural additions and alterations to the Airport including the Premises;
 5. as provided in Section 411;
 6. upon the expiration or early termination of this Agreement;
 7. to make emergency repairs; and
 8. upon the expiration or early termination of this Agreement.
- B. The City shall provide reasonable notification and such right of entry shall not unreasonably interfere with Lessee's use or occupancy of its Premises, except if an emergency and/or the situation endangers the health or safety of persons or the safety of operations on the Premises. The right of inspection reserved to the City shall impose no obligation on the City to make inspections to ascertain the condition of the Premises and shall impart no liability upon the City for failure to make such inspections. The failure of the City to inspect or monitor or notify Lessee of a default or of a hazardous or unsafe condition with respect to Lessee operations hereunder shall not release Lessee from its liability to perform its obligations hereunder or impose any liability on the City, and in any other event where the City determines that it is necessary or desirable to do so to preserve the Airport or the City's property or any portion thereof or to correct any conditions likely to cause injury or damage to persons or property.
- C. Unless otherwise provided herein, Lessee shall perform all corrective work required of it that is identified in such inspection(s) within 30 days of receipt of a notification from the City. If correction cannot reasonably be completed within such 30 day period, this period may be extended at the sole discretion of the City. Matters affecting public health, safety, and welfare, including trash and debris problems, shall be corrected promptly after the City notifies the Lessee's manager or the manager's designee either orally or in writing via hand-delivery. All emergency repair costs incurred by the City for which the Lessee is responsible for under the terms of this Agreement shall be paid or reimbursed by Lessee within thirty (30) calendar days of the City's written request.

Section 411. Failure to Maintain by Lessee. If City determines that Lessee has failed to properly clean, remove trash and refuse, maintain, or repair the Premises as required in Section 402, the City shall provide to Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for Lessee to correct same. If Lessee fails to correct such deficiencies within the time allowed and has not timely registered a reasonable objection as to its obligation to do so, the City, following 5 days further notification by the City to Lessee, may enter upon the Premises and correct the listed deficiencies. The City shall add the cost of such work, plus actual administrative costs, to the Rents due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Rents. Subsequent to receipt of the further notification of intent to perform repairs, maintenance, or cleaning from the City, Lessee shall not undertake performance of such repairs, maintenance, or cleaning without specific prior authorization from the City.

Section 412. City Obligations. Except as specifically provided for herein, the City shall not be under any duty or obligation to Lessee to repair, maintain, or clean the Premises or any portion thereof, or any facilities or equipment constructed thereon. The City shall not be responsible or liable to Lessee for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Lessee resulting from failure of the Airport structures or utility systems, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, state of war, terrorism, civilian commotion or riot, or any other cause

or peril beyond the control of the City, except to the extent covered by the City's insurance or as may be caused by the City's negligence, willful misconduct, or bad faith.

ARTICLE V
RENT AND FEES

Section 501. General. Lessee, for and in consideration of the rights and privileges granted herein, agrees to promptly and timely pay the Rents set forth in this Agreement, without demand during the term of this Agreement.

Section 502. Rent Payment. Lessee shall pay in advance to City the following monthly rental rates:

Airport Office Building Premises consisting of 36,256 sq. ft. x \$5.75 per sq. ft. = \$208,472 annually ÷ 12 = \$17,372.67/month.

For such days that Lessee has arranged for a third party to provide food for sale for its employees and invitees, Lessee shall pay to City \$20 per 48 hour period and pay such amounts with the following months rental payment.

Section 503. Interest Charges and Late Charges on Overdue Payment. If Lessee fails to make payment of any sums due hereunder by the due dates set forth herein, Lessee shall pay to the City, in addition to all other remedies available to the City and all other payments to be made by Lessee to the City, an interest charge equal to 1.5% for each month of the overdue amount, and costs and attorney's fees reasonably incurred by the City in attempting to obtain payment, if any. Payments received later than 30 days from their respective due date shall be assessed an additional one-time late charge of 5% of the amount due, in addition to applicable interest charges.

Section 504. Form of Payment. Lessee shall pay all sums due hereunder in lawful money of the United States of America, without notice or demand, without deduction or setoff, by wire transfer or check made payable to the "Treasurer, City of St. Louis," which check shall be delivered postage or other charges prepaid to:

By U.S. Mail: Airport Assistant Director of Finance
Lambert-St. Louis International Airport
P.O. Box 10036, Lambert Station
St. Louis, Missouri 63145

By Express Mail: Airport Assistant Director of Finance
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

By Wire Transfer: Routing Number: 081000210-1001018702
Bank Name: USBank (Checking)
Account Name: Airport Revenue Fund
(include a description of the transfer (e.g. "Trans
States Holdings, Inc., Airport Office Building
Lease Agreement No. AL-221"))

or as hereafter the City may designate by Notice to Lessee.

Section 505. Security Deposit.

A. Amount and Form of Security Deposit. Upon execution of this Agreement, Lessee shall provide the City with an irrevocable letter of credit, contract bond, or other security or instrument acceptable to the City ("Security Deposit") in an amount equal to 3 (three) months of Rent. The Security Deposit shall guarantee the faithful performance by Lessee of all of its obligations hereunder and the payment of all Rents or other payments or amounts due to the City. The Security Deposit shall be in such form and amount, and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Lessee's future performance.

B. Term of Security Deposit. Lessee shall maintain the Security Deposit until the termination of this Agreement and shall remain in full force and effect throughout the term of this agreement and shall extend at least ninety (90) days following the expiration or early termination of this Agreement. Such Security Deposit shall remain in full force and effect

throughout the term of this Agreement. Lessee shall provide at least 60 days prior Notice of the date on which any Security Deposit expires or is subject to cancellation.

- C. City's Right to Use Security Deposit; Replenishment. If Lessee commits or is under an Event of Default pursuant to Section 901, the City shall have the right to use the amounts of such Security Deposit to pay Lessee's Rents or any other amounts owed to the City by Lessee then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Lessee's default, or Event of Default under Section 901. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Lessee shall replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection 505(A) within 10 days of being notified to do so by the City. The City's rights under this Section shall be in addition to all other rights and remedies provided to the City hereunder.

ARTICLE VI TENANT IMPROVEMENTS

Section 601. Alterations and Improvements by Lessee. Lessee may construct and install, at Lessee's sole expense, such improvements in its Premises as Lessee deems to be necessary for its operations. The plans and specifications, location, and construction schedule for such improvements, including any substantial alteration or addition thereto, along with a signed Tenant Construction or Alteration Application ("TCA"), must be submitted to and approved by the City prior to the commencement of any and all such construction, alteration, refurbishment, demolition, excavation, renovation, reconstruction, or installation. Lessee shall comply with the requirements of all applicable laws, Environmental Permits, Environmental Laws, and building codes and the City's Rules and Regulations governing tenant construction, alterations, and improvements. No reduction or abatement of Rents or other fees or charges shall be allowed for any interference with Lessee's operations by such construction. All such alterations and improvements by Lessee shall be subject to the following:

- A. No excavation or demolition at, construction, alteration, or modifications of, or refurbishments to, the Premises shall commence until after Lessee has received the City's written approval of its TCA including detailed project plans, specifications, drawings, and schedules. Notwithstanding the prior sentence, and without limiting any other requirement imposed by this Agreement, in case of an emergency affecting the health or safety of the public, Lessee may take immediate and reasonable action to protect the public without first submitting a TCA; provided, however, that: (i) promptly following such emergency, Lessee shall notify the City of the circumstances surrounding the emergency and the actions taken by Lessee; and (ii) as immediately thereafter as reasonably possible Lessee shall submit a TCA detailing the actions taken and yet to be taken by Lessee related to such emergency. Lessee also understands and agrees that certain work elements described in its TCA may require separate or additional approval from the City before proceeding with the specific work element. As such, Lessee understands and agrees that ongoing coordination with the City at all times is crucial. Lessee shall provide the City with at least ten (10) working days written notice prior to commencement of any work at the Premises involving the excavation of soils or demolition so that the City may have a representative present at the work site during such demolition or excavation.
- B. The City shall have the right to refuse approval of such plans and specifications if the external appearance of such alteration or improvement of facilities in publicly-viewed areas does not meet the City's requirements for substantial uniformity of appearance of facilities on the Airport, or, if the type or time of construction of such alteration or improvement, or the location thereof does not meet the City's requirements for safe use of the Airport and appurtenances by other authorized persons. The City may, at its own cost, inspect any such alterations or improvements.
- C. All improvements made to the Premises and permanent additions or alterations thereto made by Lessee, except those financed by the City, shall be and remain the property of Lessee until expiration or the early termination of the term of this Agreement. Upon expiration or early termination of this Agreement, said additions and alterations shall become the property of the City; provided, however, that any trade fixtures, signs, equipment, and other movable personal property of Lessee shall remain the property of Lessee, subject to the terms of Article X.
- D. Lessee shall promptly pay all lawful claims made against the City and discharge all liens filed or which exist against the Premises, or Lessee's trade fixtures or trade equipment arising out of or in connection with the failure to make payment for work done or materials provided by Lessee, its contractors, subcontractors, or materialmen. Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default hereunder; provided, however, that while contesting the amount and validity of any such claims or liens Lessee shall provide the City, at the City's request, with a performance bond in an amount equal to the amount of the claim or lien. Lessee shall give timely Notice to the City of all such claims and liens.
- E. Lessee shall use, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to use, the

highest degree of care when entering upon any property owned by the City in connection with the work. Lessee shall comply, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to comply, with any and all instructions and requirements for the use of City-owned property.

- F. In any contract relating to the construction or installation of improvements in the Premises, Lessee shall require each of its contractors and suppliers to:
1. carry policies of Builders Risk Insurance in accordance with Section 701(B)(5); and
 2. furnish performance and payment bonds in the full amount of any contract in a form acceptable to the City. Payment bonds shall comply with the coverage requirements and conditions of Section 107.170 of the Missouri Revised Statutes, 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, as the case may be.
- G. Lessee shall use only City-approved contractors or subcontractors for improvements affecting control and/or programming of Airport systems including, but not limited to, security access control, fire alarm and detection, HVAC control, closed circuit televisions (CTVs), elevators.
- H. Upon the completion of the improvements hereunder, Lessee shall submit to the City a copy of its acceptance letter certifying completion, 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 Lessee, and a certified set of "as built" drawings in CADD format.

Section 602. Nondisturbance of Airport Tenants and Operations. Any work by Lessee and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other City tenants or other projects on, or the operations of, the Airport. Lessee shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Lessee or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

Section 603. City and Lessee Improvements. City and Lessee hereby agree to make, or cause to be made, certain improvements to the Premises. The description and scope of work of such improvements are listed in Exhibit "B," attached hereto and incorporated herein.

ARTICLE VII INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 701. Insurance.

- A. General. Lessee 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 and Lessee 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 Lessee, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.
- B. Risks and Minimum Limits of Coverage. Lessee shall procure and maintain the following policies of insurance:
1. Commercial General Liability Insurance in an amount not less than \$10 million. Such coverage shall be single limit liability with no annual aggregate.
 2. Automobile Liability Insurance in an amount not less than \$10 million primary (no excess), combined single limit per occurrence (for automobiles used by Lessee in the course of its performance hereunder, including Lessee's non-owned and hired autos).
 3. Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Lessee elects to be self-insured, Lessee shall comply with the applicable requirements of law. Lessee 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 Lessee's failure to comply with the provisions of this Subparagraph and the indemnification provisions hereof shall apply to this Section. It is expressly agreed that the employees of Lessee are not employees of the City for any purpose, and that employees of the City are not employees of Lessee.

4. Contents Insurance. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's cost for such insurance.
 5. Builders Risk Insurance. During any period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction for which Lessee contracts, Lessee 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 Lessee's equipment and personal property). Lessee may elect to self-insure for individual projects with a total cost of \$50,000 or less. In addition, Lessee or its contractor(s) shall carry not less than \$3 million of commercial general liability (single limit liability with no annual aggregate) and not less than \$3 million of automobile liability insurance coverage (including owned, non-owned and hired vehicles) during the period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction. The policy limits set forth in this subsection shall be per occurrence/aggregate.
 6. Other Property Coverage. Lessee 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 Lessee's improvements to the Premises, windows and doors, 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 Lessee'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 do business 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 Lessee 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, 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 Lessee's indemnification obligations hereunder. Upon City's request, Lessee shall provide City with an endorsement consistent with the requirements of this Subsection. Inclusion as an "additional insured" is not intended to, and shall not, make the City a partner or joint venturer with Lessee in its operations.
 4. Deductibles. Lessee 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 Lessee's rights or increase Lessee's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 704 hereof.
 5. Cancellation. Each policy shall expressly state that it may not be cancelled, materially modified unless 30 days advance Notice is given in writing to the City by the insurance company, or authorized representative of Lessee.
 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. Certification 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. Lessee 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 Lessee 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 Lessee's behalf and, after Notice to Lessee, the City may recover the cost of those payments with the installment of Rents next due, plus 15% administrative charge, from Lessee.
 9. Proof of Insurance. Within 30 days of the effective date of this Agreement and at any time during the term hereof, Lessee shall furnish the City with certificates of insurance. Lessee shall use its best efforts to submit to the City a certificate showing that such insurance coverage has been renewed at least 5 days prior to the expiration of any such policy. If such coverage is canceled or materially modified, Lessee shall, within 15 days after the date of such notice from the insurer of such cancellation or material modification, 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 Lessee, the City shall have the right to examine Lessee's insurance policies at the Lessee's offices at the Airport.
- D. Maintenance of Coverage. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Lessee, 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 Lessee, and, based on the written recommendations of such consultant, after providing adequate notice to and in consultation with Lessee, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

Section 702. Lessee Actions Affecting Insurance. Lessee 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 Lessee's act, or failure to act, causes cancellation of any policy, then Lessee shall immediately, upon notification by the City, do whatever is necessary to cause reinstatement of said insurance. Furthermore, if Lessee does or permits to be done any act or fails to do any act which causes an increase in the City's insurance premiums, Lessee shall immediately remedy such actions and/or pay the increase in premiums, upon Notice from the City to do so; but in any event, Lessee will hold the City harmless for any expenses and/or damage resulting from any such action.

Section 703. 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 rents 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 rent will continue until the affected Premises are restored adequately for Lessee's use. The City shall use its best efforts to provide alternate facilities to continue Lessee'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 Lessee's rental costs shall not increase as a result of any such alternate facilities unless Lessee 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 Lessee 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 Rents 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 Lessee.

2. If the City elects to reconstruct or replace affected Premises, the City shall use its best efforts to provide alternate facilities to continue Lessee'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 6 months after the date of such damage or destruction, Lessee shall have the right, upon giving the City 30 days 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 Lessee from operating in its Premises under this Agreement.
3. If the City elects not to reconstruct or replace affected Premises, the City shall meet and consult with Lessee on ways to permanently provide Lessee with adequate replacement space for affected Premises. Lessee shall have the right, upon giving the City 30 days 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 Lessee from using its Premises under this Agreement.

D. 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 Subsections 703(A)-(C). If the City elects to repair, reconstruct, or replace affected premises as provided in this Section, then Lessee shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, Lessee's improvements, and other items provided or installed by Lessee 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 Lessee requests to perform said function with respect to damage under Subsections 703(A) and (B), the City may, in its sole discretion, allow Lessee to do so. Any such work by Lessee must be done in accordance with the requirements of Section 601. The City shall reimburse Lessee for the cost of such work performed by Lessee as agreed to in writing by Lessee and the City. Lessee 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 Lessee Negligence. Notwithstanding the provisions of this Section, if damage to or destruction of the Premises is due to the negligent or willful acts of Lessee, its agents, servants, or employees, or those under its control, there shall be no abatement of rent during the restoration or replacement of said Premises. In addition, Lessee 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, Lessee shall pay the amount of such additional costs to the City.

Section 704. Indemnification.

- A. Lessee 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, or Lessee's use of its Premises or other areas or facilities at the Airport by Lessee, its agents, employees, contractors, or subcontractors, including, but not limited to:

1. the acts or omissions of Lessee, its agents, employees, contractors, or suppliers;

2. Lessee's use or occupancy of the Airport and the Premises; and
3. any violation by Lessee in the conduct of Lessee's Premises or other areas or facilities at the Airport of any provision, warranty, covenant, or condition of this Agreement.

Lessee shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

- B. Lessee 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 Lessee or by reason of Lessee'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 Lessee-related receipts. However, Lessee 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 Lessee to contest or appeal the same. Lessee 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 Lessee. Lessee shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.
- C. Lessee 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 Lessee, its agents, employees, contractors, or suppliers, in conjunction with Lessee's use and/or occupancy of the Premises or its operations at the Airport. Lessee will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Lessee shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Lessee may enter into related to its activities on the Premises, 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.
- D. Lessee 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 arising from or based in whole or part upon the presence in, or the release into, the environment, including the Premises or the Airport of any Hazardous Materials to the extent caused by, or resulting from, the acts or omissions of Lessee or its agents, employees, contractors, invitees, licensees, or suppliers at the Airport whether resulting from negligent conduct or otherwise.
- E. If a prohibited incursion into the air operations area occurs, or if the Aircraft Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Lessee's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Lessee 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 Lessee 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.
- F. Lessee'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.
- G. The City shall promptly notify Lessee of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Lessee hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Lessee 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 Lessee.
- H. The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Lessee 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 Lessee herein agrees to indemnify and hold the City harmless, the City shall promptly notify Lessee of such claim and, if Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and on behalf of the City, at Lessee's expense;

provided, however, that Lessee shall immediately notify City if a conflict between the interests of Lessee and City arises during the course of such representation. Lessee shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport 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 Lessee in accordance with this Section. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to amount upon the expiration of the time for appeal therefrom. Nothing in this Article 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.

- I. 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.
- J. Notwithstanding the provisions of this Section, Lessee 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 because, and to the extent, of the negligence or willful misconduct of the City, but only if the City is conclusively determined to be more than 10% liable due to contributory negligence.
- K. This Section shall survive the expiration or early termination of this Agreement. Lessee understands and agrees that any insurance protection furnished by Lessee pursuant to Section 701 shall in no way limit Lessee's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 705. City Not Liable. Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Lessee for:

- A. any acts or omissions of Lessee, its officers, directors, employees, agents, contractors, or suppliers, or for any conditions resulting from the operations or activities of Lessee's directors, officers, employees, agents, contractors, or suppliers;
- B. Lessee'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 Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, its officers, directors, employees, agents, contractors, suppliers, invitees, customers, 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 VIII MERGERS, ASSIGNMENT, AND SUBLETTING

Section 801. Mergers and Consolidations. If Lessee consolidates with or merges into another company or permits one or more other companies to consolidate with or merge into it, or transfers or conveys all or substantially all of its property, assets and licenses to another company, the business entity resulting from or surviving such merger (if other than Lessee) or consolidation or the company to which such transfer or conveyance is made shall (i) expressly assume in writing and agree to perform all of Lessee's obligations hereunder, (ii) be qualified to do business in the State of Missouri, and (iii) if such business entity is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to the City an irrevocable consent to service of process in, and to the jurisdiction of, the courts of the State of Missouri with respect to any action or suit, in law or at equity, brought by the City to enforce this Agreement. If Lessee is the surviving business entity in such a merger, the express assumption referred to in this Section shall not be required.

Section 802. Lessee Assignments. Lessee shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") this Agreement other than in connection with a transaction referenced in Section 801 or

sublet its Premises without the advance approval of the City, which is to be given by Notice to Lessee. No Assignment of this Agreement or sublet of the Premises shall be effective without advance approval of the City. If Lessee fails to obtain advance approval from the City of any such Assignment or sublet, the City, in addition to the rights and remedies set forth in Article IX and by law, shall have the right, in its sole discretion, to hold Lessee responsible for continued performance of its obligations throughout the Term, or to immediately terminate this Agreement, and the assignee or sublessee shall acquire no interest herein or any rights to use the Premises.

Section 803. City Approval of Assignments. No Assignment of this Agreement other than in connection with a transaction referenced in Section 801 shall be effective without advance approval of the City, which may approve, condition or deny such Assignment in its sole discretion pursuant to Ordinance 63687.

Section 804. City Approval of Subleases. No sublease of Lessee's Premises shall be effective without approval by the City, which approval is to be given to Lessee by Notice, and shall take into consideration the best interest of the traveling public and the operations of the Airport. All subleases shall be subordinate to this Agreement. Without in any manner limiting the City's general right to approve, disapprove, or condition subleases, it shall not be unreasonable for the City to disapprove or condition a sublease of Lessee's Premises on any or all of the following circumstances, among others:

- A. The proposed sublease imposes excessive or otherwise unfair terms and conditions on the sublessee.
- B. A lessee which is not leasing space directly from the City, proposes to sublease, in whole or in part, the Premises, and the City determines that there is space in the Airport Office Building available for lease directly from the City by the proposed sublessee.
- C. The proposed sublease does not contain a provision which permits it to be terminated upon Notice from the City to the parties thereto of the availability of City-controlled space.
- D. The proposed sublease does not recognize explicitly that it is subordinate to this Agreement.

Section 805. Method of Obtaining Approval of Subleases. When requesting approval of a sublease under Sections 802 and 804, Lessee shall include with its request a copy of the proposed agreement, if prepared, or a detailed summary of the material terms and conditions to be contained in such agreement. Any proposed agreement or detailed summary thereof shall provide information required by the City, including the following:

- A. the Premises to be sublet;
- B. the terms;
- C. if a sublease, the rents and fees to be charged; and
- D. any other material term and condition of the sublease.

If approved, Lessee shall submit a fully executed copy of such agreement to the City within 30 days after the commencement of the sublease.

Section 806. Charges to Sublessees. The City shall not approve any sublease that includes charges other than the following:

- A. a reasonable charge for any services, equipment, and property provided by Lessee;
- B. actual costs other than rental costs incurred by Lessee; and
- C. reasonable rents not to exceed 115% of Lessee's Rents and fees allocable to the subleased portion of the Premises.

Section 807. Lessee to Remain Liable. Lessee shall remain fully and primarily liable throughout the Term for the payment of all of the Rents and fees due and payable to the City for the Premises that are subject to a sublease, and shall remain fully responsible for the performance of all the other obligations hereunder, unless otherwise agreed to by the City.

ARTICLE IX
DEFAULT AND TERMINATION

Section 901. Events of Default. Each of the following constitutes an “Event of Default” under this Agreement:

- A. Lessee fails to punctually pay when due any Rents or any other sum required to be paid hereunder, and such failure continues for a period of 15 days after Notice of non-payment has been given to Lessee by the City.
- B. Lessee fails to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of 30 days after Notice specifying such failure by the City; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by Lessee within such 30 day period and diligently pursued until the failure is corrected.
- C. Any representation or warranty of a material fact made by Lessee herein or in any certificate or statement furnished to the City pursuant to or in connection herewith proves untrue in any material respect as of the date of issuance or making thereof, and such materiality is then continuing.
- D. Lessee discontinues its conduct of business at the Premises for a period of 30 consecutive days or, after exhausting or abandoning any further appeals, Lessee is prevented for a period of 30 consecutive days by action of any governmental agency other than the City from conducting its business at the Premises.
- E. Lessee fails to meet and maintain any of the Security Deposit requirements in accordance with Section 505.
- F. Lessee fails to maintain the minimum required insurance coverage as required by Section 701 for a period of 30 days after Notice specifying such failure by the City, provided that the City shall have the right to immediately suspend Lessee's right to operate at the Airport until Lessee has obtained the minimum required insurance coverage.
- G. Lessee fails to maintain true and accurate books, records, and accounts resulting in an underpayment of Rents to the City, and such underpayment continues for a period of thirty (30) days after Notice.
- H. Lessee becomes insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.
- I. Lessee files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof, or under any law or statute of another country; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Lessee under any chapter of the Bankruptcy Code.
- J. Lessee is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Lessee's creditors or stockholders seeking Lessee's liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof, and such order or decree is not stayed or vacated within 60 days of its issuance.
- K. A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute, or an action under any insolvency law or statute of another country is filed against Lessee and is not dismissed or stayed within 60 days after the filing thereof.
- L. By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Lessee and such possession or control continues in effect for a period of 60 days.
- M. Lessee becomes a business entity in dissolution.
- N. The letting, license, or other interest of or rights of Lessee hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of

any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (H) through (M) of this Section.

- O. Lessee enters into an Assignment or sublease which is not approved by the City in accordance with the provisions of Article VIII, and, if a sublease, it is not terminated within 10 days after Notice from the City.

Section 902. Termination by the City.

- A. Whenever an Event of Default has occurred, the City may at its option, immediately and without further notification of such Event of Default:
1. Terminate this Agreement and/or Lessee's rights granted hereby, but without discharging any of Lessee's obligations hereunder and, at the City's further option, exclude Lessee from its Premises. If Lessee uses, occupies, or fails to surrender or remove its property from its Premises, or any portion thereof, without the consent of the City after this Agreement has been terminated or expires, Lessee may be deemed a tenant at sufferance during the period of such use or failure and, in such event, Lessee shall pay Rents established by the City during such period. In such event, the City shall have, in addition to whatever other rights are available to the City, the right to all remedies provided under applicable laws, and reasonable costs, disbursements, and attorney fees including consequential damages incurred as a result of the holdover.
 2. Without terminating this Agreement, exclude Lessee from its Premises and use its best efforts to lease such Premises to a replacement lessee. Lessee shall remain liable for all Rents and other payments due hereunder for the remainder of the term of this Agreement; provided, however, that any rents received from a replacement Lessee shall be credited against the amounts owed by Lessee.
- B. In the event of an Event of Default, the City may exercise any and all of the rights provided to it in this Section irrespective of any subsequent cure by Lessee, unless otherwise mutually agreed by Lessee and the City.
- C. In accordance with the provisions of 14 C.F.R. Part 158, App. A(B)(7), as it may be amended from time to time, if Lessee is an air carrier or foreign air carrier as defined by Federal law, and if any of Lessee's Premises is financed in whole or in part with PFC revenue, and if Lessee has an exclusive lease or use agreement for facilities at the Airport ("Exclusive Facilities"), and if any portion of such Exclusive Facilities is not fully utilized and is not made available for use by potentially competing companies, this Agreement may be terminated by the City.
- D. The remedies set forth in this Article shall be in addition to all other remedies which are or may be available to the City at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of Lessee hereunder, including collection of amounts due.
- E. All rights and remedies given to the City herein and all rights and remedies granted to the City by law shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive the City of any of the City's remedies or actions against Lessee for Rents or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Rents or breach of covenant, the resort to any other remedy herein provided for the recovery of Rents or any delay in exercising such rights, be construed as a waiver of the right to obtain possession of the Premises.
- F. In no event shall this Agreement or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency, or reorganization proceedings.

Section 903. Change of Term.

Notwithstanding the provisions of Section 301, automatically and immediately upon the occurrence of an Event of Default described in Subsections 901 (F) - (K), the term of this Agreement shall convert to month-to-month; provided, however, that the conversion of the term of this Agreement pursuant to this Section shall not discharge any of Lessee's obligations hereunder nor affect any of the City's remedies set forth herein.

Section 904. Termination by Lessee.

At any time that Lessee is neither in default nor has committed an Event of Default hereunder, Lessee may terminate this Agreement to the extent set forth below, at Lessee's option, prior to the scheduled expiration date set forth in Section 301, by giving the City

30 days' advance Notice upon or after the happening and during the continuance of any of the following events:

- A. Any action of the FAA or any federal, state, county, or municipal governmental agency refusing to permit Lessee to operate into, from, or through the Premises as Lessee has previously operated regularly thereon, and the remaining in force of such refusal for a period of at least 60 days;
- B. Any failure by the City to keep, perform and observe any material promise, covenant, or other provision of this Agreement for a period of 30 days after Notice specifying such failure and requesting that it be remedied is given to the City by Lessee; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to Lessee's right to terminate this Agreement if corrective action is instituted by the City within such 30 day period and diligently pursued until the failure is corrected; or
- C. Lessee is prevented from conducting its business at the Premises for a period in excess of 90 consecutive days for any reason other than causes directly controlled by Lessee.

ARTICLE X SURRENDER OF PREMISES

Section 1001. Surrender of Premises.

- A. Surrender of Premises. On expiration of the term of this Agreement or earlier termination as hereinafter provided, or on reassignment or reallocation of the Premises as provided herein, Lessee shall:
 - 1. peaceably surrender possession of the Premises and other space made available to Lessee hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Lessee), acts of God, fire, and other casualties, and conditions that can be conclusively shown by Lessee existed prior to Lessee's occupancy or use of said Premises under this Agreement or any subsequent agreement with the City, and the City shall have the right to take possession of said Premises and other space made available to Lessee hereunder; and
 - 2. return the Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Premises by Lessee, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under applicable Environmental Laws and Environmental Permits in accordance with Subsection 406(C). If the City is required under applicable Environmental Laws to undertake actions to bring the Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Lessee's failure to timely correct same in accordance with Subsection 406(C), Lessee shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Subsection 406(E).

The City shall not be required to notify Lessee to quit possession at the expiration date of the term of this Agreement.

- B. Removal of Personal Property. Provided Lessee is not in default for non-payment of Rents or any other payment due hereunder, Lessee shall have the right, on expiration or early termination of this Agreement and within 30 days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Lessee, in, on, or about the Airport. Lessee shall not be entitled to remove non-trade fixtures without the advance consent of the City. If, following the expiration or early termination of this Agreement, the City has immediate need to accommodate a new tenant, the City may remove and store Lessee's trade fixtures, equipment and personal property, at Lessee's risk.
- C. Removal Damages. Lessee shall repair any damage caused by the removal of its trade fixtures, equipment, or personal property. Removal shall be at Lessee's expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the premises and if the City determines that such premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Lessee first used the Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear taking into account repair and maintenance required to be done by Lessee excepted), after reasonable notification by the City to Lessee, the City shall repair or recondition said Premises and the cost thereof, plus actual administrative costs, shall be invoiced to Lessee and payable immediately. The City shall determine the condition of the Premises at the expiration or early termination of this Agreement.

- D. Ownership of Fixtures and Personal Property Not Removed. If, after 30 days following any of the actions or remedies authorized by Subsection 902(A) or the expiration of this Agreement, Lessee fails to remove its fixtures and other personal property from the Premises, such fixtures and personal property may be deemed abandoned. In addition to whatever other rights are available to the City, with prior notification of Lessee, the City may: (i) remove, sell, or store Lessee property at Lessee's expense, or (ii) take title to Lessee property in lieu of removal on behalf of Lessee. If the City takes title to such property or otherwise disposes of the property, the City shall be entitled to all proceeds of sale of such Lessee property as liquidated damages for the breach of this covenant to remove.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 1101. Relationship of Parties. Nothing herein contained is intended or shall be construed to create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Lessee the general representative or agent of the City for any purpose whatsoever.

Section 1102. Amendment. Except as otherwise expressly provided herein, this Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1103. Subordination to Agreements with the United States.

- A. This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the improvement or development of the Airport. Lessee shall not cause the City to violate any assurances made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.
- B. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1104. Certificate in Connection with Issuance of Bonds. In connection with any issuance of bonds by the City, upon not less than 30 days prior request by the City, Lessee shall deliver to the City a statement in writing certifying:

- A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
- B. that to Lessee's knowledge the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and
- C. such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 1105. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1106. Counterparts. This Agreement may be executed in one or more counterparts.

Section 1107. Exhibits. All certificates, documents, exhibits, attachments, riders, and addenda referred to herein, including the exhibits referred hereto, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 1108. Survival of Warranties. All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

Section 1109. Quiet Enjoyment. Upon payment of all amounts due hereunder and performance of the covenants and agreements on the part of Lessee to be performed hereunder, the City shall not act or fail to act, except as otherwise provided by this Agreement, in a manner that will prevent Lessee from peaceably having and, in accordance with the terms hereof, enjoying the Premises and all

rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

Section 1110. No Personal Liability.

- A. The City shall not be liable for any acts or omissions of any Lessee or any condition resulting from the operations or activities of tenants or their representatives.
- B. No director, officer, employee, or agent of the City or Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this Agreement shall be brought against the City and not against named individual respondents.

Section 1111. Governing Law and Forum Selection. This Agreement is made and entered into in the State of Missouri, and Missouri law shall govern and apply to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a federal or state court in the City of St. Louis, Missouri. Lessee and the City hereby admit and consent to the jurisdiction and venue of such courts. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 1112. Communications and Notices.

- A. Except as otherwise expressly provided in this Agreement, all communications, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder shall be in writing.

If to the City, to: Airport Director
Lambert-St. Louis International Airport
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Lessee, to: Trans States Holdings, Inc.
11495, Navaid Road, 3rd Floor
Bridgeton, MO 63044
Attn: Chief Legal Counsel

or to such other person or address as either the City or Lessee may hereafter designate by Notice to the other in accordance with Subsection 1113(B).

- B. All Notices required by this Agreement shall be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City and Lessee at the addresses set forth in Subsection 1113(A), with copy to:

If to the City: Office of the City Counselor
Airport Legal Department
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Lessee, to: Trans States Holdings, Inc.
11495, Navaid Road, 3rd Floor
Bridgeton, MO 63044
Attn: Chief Legal Counsel

or to such other person or address as either the City or Lessee may hereafter designate by Notice.

Except as otherwise expressly provided hereunder, any such Notice shall be deemed to have been given or made: (i) if sent by certified mail, 5 days after being deposited in the mails, postage prepaid and properly addressed; (ii) if via overnight mail, the next business day; and (iii) if delivered by personal service, when delivered to the addressee.

Section 1113. Force Majeure.

- A. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts, events or conditions beyond its control, including acts of God, weather conditions, shortages of energy or

materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, war, terrorism, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of the City or Lessee hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of the City or Lessee to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section is intended or shall be construed to abate, postpone or in any respect diminish Lessee's obligations to make any payments due to the City pursuant to this Agreement.

- B. The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

Section 1114. Invalid Provisions. If any covenant, condition, or provision in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such covenant, condition, or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 1115. No Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement.

Section 1116. City's Rights and Remedies are Cumulative. All rights and remedies of the City as provided herein and under law are cumulative in nature.

Section 1117. Construction of Agreement. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

Section 1118. Timing. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1119. Representatives. The City and Lessee shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Lessee, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the City, the City's representative shall be the Airport Director. Lessee's representative shall be designated in a Notice delivered to the City. Any party hereto may change its designated representative by Notice to the other party.

Section 1120. Approvals.

- A. Whenever in this Agreement any approval is required, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned. No disapproval shall be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.
- B. Unless otherwise required by state or local law, wherever in this Agreement the approval, authorization, consent, certification, determination, waiver, or any other action of the City is required, it may be performed by the Airport Director, unless otherwise provided herein. In taking such actions, the Airport Director shall act reasonably, and take into consideration the best interest of the traveling public and the operations of the Airport.
- C. In all instances in this Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing unless otherwise agreed by the parties.

Section 1121. Successors and Assigns. The terms, conditions, and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions regarding assignment or subletting contained in this Agreement.

EXHIBIT "B"
IMPROVEMENTS BY CITY AND LESSEE

Exhibit "B"

The City hereby agrees to make, or cause to be made, at its sole cost, such improvements to the Premises as listed below:

1. City shall remove all abandoned cable, wiring and conduit within the Premises.
2. City shall install, or cause to be installed, a card reader door access system which uses Airport identification cards as the medium for access to entry doors at the AOB. Lessee shall be responsible for all costs associated with the issuance of Airport identification cards and accounting for the distribution and return of said cards to its employees and agents.

The Lessee hereby agrees to make, or cause to be made, at its sole cost, such improvements to the Premises as listed below:

1. Lessee shall make permanent upgrades to the Premises, including the restroom facilities contained therein, in amount not less than \$100,000 (one hundred thousand dollars). All work shall be done in accordance with Article VI of this Agreement.

Approved: February 13, 2012

ORDINANCE #69091
Board Bill No. 233

An Ordinance, recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, establishing and authorizing a public works and improvement program (the "Airfield, Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, taxiways, runways, aprons, ramps, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "PROJECT LIST" that is incorporated herein, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the removal or relocation of structures, obstructions, utilities, equipment, and related work, grading and landscaping costs and related work, security services, relocation costs, transportation costs, remediation costs and related work, the demolition of improvements, the costs for the repair, renovation, or relocation of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bill of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, the equipping and furnishing of Airport property including, without limitation, loading bridges, supplies, materials and equipment, and other necessary and related work or services for the development, construction, installation, implementation, administration, management or monitoring of the Airfield, Building & Environs Projects at a total estimated cost of Fifty Five Million Dollars (\$55,000,000); authorizing an initial appropriation in the total amount of Seventeen Million One Hundred Ninety Seven Thousand Three Hundred Dollars (\$17,197,300) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance as funds become available to continue the Airfield, Building & Environs Projects; authorizing the Mayor and the Comptroller of the City Of St. Louis ("City") to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Airfield, Building & Environs Projects and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public; authorizing the Director of Airports with the approval of the Board of Estimate and Apportionment to let contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Airfield, Building & Environs Projects; authorizing and directing the Board of Public Service with the advice, consent, and approval of the Director of Airports to let contracts for all other approved work or services, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract let hereunder, shall be subject to the City's Charter and applicable City ordinances and Missouri State laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate

officers, agents and employees of the City to make such applications or certifications and provide such data to the appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse or pay in part for the costs of the Airfield, Building & Environs Projects herein authorized; directing that all contracts let under authority of this Ordinance be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing a severability and an emergency clause.

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

SECTION ONE. There is hereby established and authorized a public works and improvement program (the "Airfield, Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, taxiways, runways, aprons, ramps, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "PROJECT LIST" that is incorporated herein, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the removal or relocation of structures, obstructions, utilities, equipment, and related work, grading and landscaping costs and related work, security services, relocation costs, transportation costs, remediation costs and related work, the demolition of improvements, the costs for the repair, renovation, or relocation of Airport improvements including, without limitations, fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bill of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, the equipping and furnishing of Airport property including, without limitation, loading bridges, supplies, materials and equipment, and other necessary and related work or services for the development, construction, installation, implementation, administration, management or monitoring of the Airfield, Building & Environs Projects at a total estimated cost of Fifty Five Million Dollars (\$55,000,000).

SECTION TWO. There is hereby authorized an initial appropriation in the total amount of Seventeen Million One Hundred Ninety Seven Thousand Three Hundred Dollars (\$17,197,300) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance as funds become available to continue the Airfield, Building & Environs Projects.

SECTION THREE. The Mayor and the Comptroller of the City of St. Louis ("City") are hereby authorized to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Airfield, Building & Environs Projects and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public.

SECTION FOUR. The Director of Airports with the approval of the Board of Estimate and Apportionment is hereby authorized to let all contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Airfield, Building & Environs Projects.

SECTION FIVE. The Board of Public Service with the advice, consent and approval of the Director of Airports is hereby authorized and directed to let contracts, bill of sale or other agreements, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and advisors and otherwise provide for all work or services authorized herein, except for the work or services covered by procedures contained in Section Three and Section Four of this Ordinance.

SECTION SIX. It is hereby provided that any contract or agreement let hereunder shall be subject to the City's Charter and applicable City ordinances and any Missouri State laws or regulations applicable thereto.

SECTION SEVEN. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, as necessary and appropriate, the Comptroller, Treasurer, City

Counselor, and other appropriate officers, agents and employees of the City are hereby authorized and directed to make such applications or certifications and provide such data to appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

SECTION EIGHT. The Director of Airports is hereby authorized to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse or pay in part for the costs of the Airfield, Building & Environs Projects herein authorized.

SECTION NINE. All contracts let under authority of this Ordinance shall be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity.

SECTION TEN. 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 of this Ordinance.

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

EXHIBIT A PROJECT LIST

Taxiway D from Runway 6-24 to Taxiway R
Centerline Panels 12R-30L
Taxiway ECHO Reconstruction from Taxiway PAPA to Taxiway LIMA
Bridge Reconstruction Program
Terminal 1 Duck Bank and Feeder
Bag Claim Drive Reconstruction - Terminal 1
Banshee Road - Missouri Bottom Road to McDonnell Blvd.
Pear Tree Lane Taxi Cab Staging Lot
Replacement of Data Storage and Retrieval System Equipment

Approved: February 13, 2012

ORDINANCE #69092 Board Bill No. 240 Committee Substitute

An ordinance pertaining to commercial semi-trailer trucks, also known as a semi's, or tractor-trailers trucks, prohibiting such traffic during certain hours on Union Boulevard from the north boundary of Interstate Highway 70 to south boundary of West Florissant Avenue, exempting from said prohibition emergency vehicles, including privately owned tow trucks when providing emergency service to non-commercial vehicles, and vehicles with a Gross Vehicle Weight (GVW) of less than 26,000 pounds, and containing an emergency clause.

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

Section One: No person shall drive, tow, or move any commercial truck, truck-tractor, tractor, or commercial trailer with a Gross Vehicle Weight (GVW) in excess of 26,000 pounds on Union Boulevard from the north boundary of Interstate Highway 70 to south boundary of West Florissant Avenue between the hours of 6pm and 8am, Monday through Sunday.

Section Two: The provisions of Section One of this ordinance shall not apply to emergency vehicles, including privately owned tow trucks when providing emergency service to non-commercial vehicles, and vehicles with a Gross Vehicle Weight (GVW) of less than 26,000 pounds.

Section Three: This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore

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

Approved: February 13, 2012

**ORDINANCE #69093
Board Bill No. 246
Committee Substitute**

An ordinance pertaining to commercial semi-trailer trucks, also known as a semi's, or tractor-trailers; prohibiting such traffic during certain hours along McCausland Ave. from the north boundary of Manchester Avenue to the south boundary of Wise Avenue, exempting from said prohibition emergency vehicles, including privately owned tow trucks when providing emergency service to non-commercial vehicles, and vehicles with a Gross Vehicle Weight (GVW) of less than 26,000 pounds and containing an emergency clause.

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

Section One: No person shall drive, tow, or move any commercial truck, truck- tractor, tractor, or commercial trailer with a Gross Vehicle Weight (GVW) in excess of 26,000 pounds on McCausland Avenue northbound from the north boundary of Manchester Avenue to the south boundary of Wise Avenue between the hours of 6pm and 8am, Monday through Sunday.

Section Two: The provisions of Section One of this ordinance shall not apply to emergency vehicles, including privately owned tow trucks when providing emergency service to non-commercial vehicles.

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

Approved: February 13, 2012