

**ORDINANCE #69256
Board Bill No. 168**

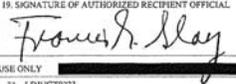
An Ordinance authorizing and directing the Director of Public Safety, on behalf of the Mayor and the City of St. Louis, to enter into and execute a Grant Agreement with the U. S. Department of Justice, Bureau of Justice Assistance, to fund the Justice Assistance Grant Program, upon approval of the Board 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 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 Grant Agreement, totaling \$582,980.00, 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	PAGE 1 OF 7
1. RECIPIENT NAME AND ADDRESS (including Zip Code) City of St. Louis City Hall, Room #200 1200 Market St. St. Louis, MO 63103-2805		4. AWARD NUMBER: 2012-01-BX-0288	
		5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2015 BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2015	
		6. AWARD DATE 07/16/2012	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 436083233		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE St. Louis City FY 2012 Justice Assistance Program		10. AMOUNT OF THIS AWARD \$ 582,980	
		11. TOTAL AWARD \$ 582,980	
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 FY 12(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		GRANTEE ACCEPTANCE 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 7/18/12	
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR: X B DJ 80 00 00 FUND: BLDG DIV: REG SUB: POMS AMOUNT: 582980		21. LD/UGT0733	

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 3 OF 7</p>
PROJECT NUMBER 2012-DJ-BX-0288	AWARD DATE 07/16/2012	
<p><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> 8. 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). 9. 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. 10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm. 11. 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). 12. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425. 		

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>13. 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.</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>14. 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.</p> <p>15. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.</p> <p style="text-align: right;"><i>FBA 7/18/12</i></p>			

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<p><i>SPECIAL CONDITIONS</i></p> <p>16. 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).</p> <p>17. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.</p> <p>18. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.</p> <p>19. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.</p> <p>20. 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.</p> <p>21. 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.</p> <p>22. 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 funds 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.</p> <p>23. 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.</p>			

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SPECIAL CONDITIONS			
<ol style="list-style-type: none"> 24. 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 obtainment of Institutional Review Board approval, if appropriate, and subject informed consent. 25. 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. 26. 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. 27. 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. 28. 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. 29. 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. 30. 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). 			

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>31. 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.)</p> <p>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.</p> <p style="text-align: right;"><i>FAD</i> <i>7/18/12</i></p>		

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

Approved: October 19, 2012

ORDINANCE #69257
Board Bill No. 86
Committee Substitute

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, Missouri (the "City") to enter into and execute on behalf of the City a Professional Service Agreement for Fleet Vehicles & Special Equipment Maintenance/Repair Services at Lambert–St. Louis International Airport® (the "Airport") with a five (5) year term ending December 31, 2017 (the "Agreement"), between the City and Complete Auto Body & Repair, Inc. (the "Consultant"), a State of Missouri corporation, providing for the provision of fleet vehicle & special equipment maintenance and repair services to Airport vehicles and equipment, subject to and in accordance with provisions of the Agreement, which was awarded to the Consultant and approved by a City selection committee in accordance with Ordinance 64102 approved July 16, 1997 and was recommended and approved by the City's Airport Commission, and which 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, Missouri (the "City") are hereby authorized and directed to enter into and execute on behalf of the City a Professional Service Agreement for Fleet Vehicles & Special Equipment Maintenance/Repair Services at Lambert–St. Louis International Airport® (the "Airport") with a five (5) year term ending December 31, 2017 (the "Agreement"), between the City and Complete Auto Body & Repair, Inc. (the "Consultant"), a State of Missouri corporation, providing for the provision of fleet vehicle & special equipment maintenance and repair services to Airport vehicles and equipment, subject to and in accordance with provisions of the Agreement, which was awarded to the Consultant and approved by a City selection committee in accordance with Ordinance 64102 approved July 16, 1997 and was recommended and approved by the City's 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

**CITY OF ST. LOUIS PROFESSIONAL SERVICE AGREEMENT FOR
FLEET VEHICLES & SPECIAL EQUIPMENT MAINTENANCE/REPAIR SERVICES
AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

CONTRACT NUMBER:

CONTRACT NOT TO EXCEED AMOUNT: \$500,000.00

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2012 - 2013	\$ 50,000.00
FY 2013 - 2014	\$100,000.00
FY 2014- 2015	\$100,000.00
FY 2015-2016	\$100,000.00
FY 2016- 2017	\$100,000.00
FY 2017-2018	\$ 50,000.00

CONSULTANT: Complete Auto Body & Repair, Inc.
6041 North Lindbergh Boulevard
Hazelwood, Missouri 63042

FEDERAL I.D. NUMBER: 43 - 1904124

CONTRACT AUTHORIZED BY: ORDINANCE NO.: 69154
BUDGET ACCOUNT: 5639

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
PROFESSIONAL SERVICE AGREEMENT FOR
FLEET VEHICLES & SPECIAL EQUIPMENT MAINTENANCE/REPAIR SERVICES
AT LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

This Agreement, made and entered into this day of _____, 2012 (the "Agreement"), by and between the City of St. Louis, a municipal corporation of the State of Missouri, (the "City") and Complete Auto Body & Repair, Inc., (the "Consultant").

WITNESSETH THAT:

WHEREAS, the City owns and operates Lambert-St. Louis International Airport® ("Airport"); and

WHEREAS, the City seeks to contract with a qualified provider for the services described herein.

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

1.0 DEFINITIONS

- "Agreement" This shall mean this Agreement for Fleet Vehicle & Special Equipment Maintenance/Repair Services between the City and Complete Auto Body & Repair, Inc.
- "Airport" This shall mean Lambert-St. Louis International Airport®, which is owned by the City and is operated for the City by the Airport Authority of the City of St. Louis, a department of the City of St. Louis ("Authority").
- "Airport Director" This shall mean the Director of Airports of the City of St. Louis or his/ her authorized or designated representative(s).
- "City" This shall mean the City of St. Louis, owner and operator of Lambert-St. Louis International Airport®.
- "Consultant" This shall mean Complete Auto Body & Repair, Inc.
- "day(s)" This shall mean consecutive calendar days unless otherwise expressly stated.
- "Manager" This shall mean the Airport Assistant Director for Operations or his/ her designated or authorized representative.
- "Normal Business Hours" This shall mean the hours from 8:00A.M. to 5:00 P.M. central time Monday through Friday excluding federal designated holidays.
- "Provision" This shall mean all terms, covenants, warranties, specifications, conditions, and provisions of the Agreement.
- "Vehicles" This shall mean Vehicles as defined in Section 3 of this Agreement. (See Exhibit C entitled "List of Fleet Vehicles.")

2.0 OBJECTIVE

The Consultant warrants, represents, covenants, and agrees that the Consultant shall furnish all labor, materials, equipment, supplies, parts, and supervision necessary to perform all work required to provide the professional, timely, and effective Fleet Vehicles & Special Equipment Maintenance/Repair Services utilizing appropriately trained and equipped personnel

in accordance with and subject to the Provisions of this Agreement.

3.0 SCOPE OF WORK

The Consultant subject to and in accordance with the Provisions of this Agreement, shall perform the Fleet Vehicles & Special Equipment Maintenance/Repair Services described in this Agreement as requested by the Manager in writing on the "Vehicles" listed in Exhibit C entitled "List of Fleet Vehicles" which is attached hereto and incorporated herein. The Consultant acknowledges and agrees that the List of Fleet Vehicles is a dynamic one to which changes will be made as vehicles are acquired and replaced under the Airport's Replacement Schedule. For planning purposes, the Consultant may anticipate that the annual change will approximate five percent (5%) of the number of vehicles in any given year during the term of this Agreement. The Consultant acknowledges and agrees that the Manager at his/her sole discretion may make changes to the Exhibit C administratively without an amendment to this Agreement.

- A. Consultant shall furnish all personnel, labor, materials, equipment, supplies, consumables, and supervision necessary to perform all work required to provide the Fleet Vehicle & Special Equipment Maintenance Repair services listed in this Agreement in accordance with the Provisions of this Agreement. Full preventative maintenance, emergency response, and vehicle repairs, to the Vehicles, shall include but not be limited to the following:
1. Consultant shall report to the Manager and maintain records of all work performed within the scope of the Agreement in form and manner mutually agreed upon by the Consultant and the Airport Fleet Maintenance Manager.
 2. Consultant shall conduct annual safety and emissions inspections as required on the applicable Vehicles.
 3. Consultant shall conduct lubrication and filter services per manufacturer's specifications and/or as directed in writing by the Manager on all applicable Vehicles.
 4. Consultant shall conduct brake inspections while servicing Vehicles and perform brake maintenance & repair services per manufacturer's specifications and/or as directed in writing by the Manager.
 5. Consultant shall conduct transmission maintenance & repair services per manufacturer's specifications and/or as directed in writing by the Manager on all applicable Vehicles listed in the Agreement.
 6. Consultant shall conduct air conditioning maintenance & repair services on an as-needed basis but no less than annually and prior to May 1 on all applicable Vehicles listed in the Agreement.
 7. Consultant shall conduct engine tune ups per manufacturer's specifications and/or as directed by the Manager on all applicable Vehicles.
 8. Consultant shall conduct fuel injection system maintenance & repair services per manufacturer's specifications and/or as directed in writing by the Manager on all applicable Vehicles.
 9. Consultant shall conduct cooling system maintenance & repair services per manufacturer's specifications and/or as directed in writing by the Manager on all applicable Vehicles.
 10. Consultant shall conduct electrical equipment maintenance and repair services per manufacturer's specifications and repair as directed in writing by the Manager.
 11. Consultant shall provide non-emergency tire service on all applicable Vehicles. Repair or replacement of tires to include mounting/dismounting tires from wheel rims, patching and balancing, **tire plugs are not acceptable**. Wheel alignments, if required, may be performed at a mutually agreed upon third party vendor (see Section 22 entitled "Assignment and Subcontracting").
 12. Consultant shall provide emergency towing and/or repair services during non-Normal Business Hours sufficient to remove any Vehicle from any area where it may be a potential hazard or may sustain additional damage if left unattended as ordered and required in writing by the Manager.

13. Consultant may be directed by the Manager to perform additional or extra work not specifically targeted in the scope of work of the Agreement. (See Appendix A, Section 4 entitled "Extra Services.") Such extra or additional non-targeted services or work may include but not be limited to; modifications to Vehicles, installation of, or maintenance and repair of after- market equipment to be attached or that has been attached to a Vehicle and/or accident repairs including body work. Body work, if required, may be performed at a mutually agreed upon third party vendor (see Section 22 below).
 14. Consultant shall administer all warranties and recalls for all Vehicles and parts of all Vehicles. **Work performed by the Consultant for which reimbursement is provided by the manufacturers shall not be billed to the City.**
- B. Quality Of Services Required
1. Consultant shall provide a qualified and certified labor force. Said qualifications and certifications to include Automotive Service Excellence (ASE) certification and possession of a valid Missouri Commercial Drivers License with endorsements appropriate to the Vehicles and equipment listed in this Agreement.
 2. Consultant shall provide all Fleet Vehicle & Special Equipment Maintenance/Repair services on a scheduled and on-call basis during Normal Business Hours. For purposes of the Agreement "**Normal Business Hours**" are defined as 8:00am to 5:00pm, Monday through Friday, central time, excluding designated federal holidays.
 3. During non-Normal Business Hours, the Consultant shall provide all services listed in this Agreement as directed by the Manager on an on-call basis only.
 4. Consultant must be able to promptly respond to the Manager's request for services under this Agreement during declared emergency situations such as major disasters or incimate weather conditions.
 5. Consultant shall furnish all personnel, labor, materials, parts, equipment, supplies, consumables, and supervision necessary to perform all work required to provide the Fleet Vehicle & Special Equipment services for the Vehicles.
 6. Consultant shall provide all necessary parts, equipment, supplies, and consumables, necessary to insure minimal down time on critical vehicles (i.e. police cars), as identified by the Manger.
 7. Consultant shall maintain an inventory of consumables such as oil, lubricants, engine coolant, transmission fluids, filters, washer fluids, wiper blades and light bulbs in a manner acceptable to the Manager to ensure minimal out of service downtime.

4.0 EXTRA SERVICES

- A. If the Consultant is caused extra expense due to changes ordered by the City, or for extra or additional services, the Consultant shall be paid for such extra expenses and additional services ("**Extras**") as provided for herein. The fee for Extras shall be agreed upon up front and in writing on a case by case basis as provided for below in Section 4.B. For all work performed under this Agreement, the total amount to be paid to the Consultant shall not exceed the total Contract Not-To-Exceed Amount of this Agreement (See Section 9.D)
- B. Any work not herein specified which may be fairly implied as included in this Agreement, of which the Director shall be the sole and absolute judge, shall be done by the Consultant without extra charge. The Consultant shall do all Extras that are mutually agreed to in writing and are ordered by the Director in writing. No claim for Extras shall be allowed in favor of the Consultant unless such Extras have been ordered in advance by written request of the Director. The Consultant shall furnish to the Director with itemized bills for all Extras and such bills may be verified or audited by the City. All bills for Extras done in any month, shall be submitted to the Director in writing before the 151 day of the following month, and the amounts thereon shall be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Consultant shall submit copies of itemized invoices received from the Consultant's approved subcontractors or subconsultant(s) which have been previously reviewed and approved by the Consultant. Extras shall be paid for

on the basis of a fixed amount and/or rate and/or charge to be agreed upon and approved by the Consultant and the Director in writing prior to such Extras being performed.

5.0 **TERM**

The term of this Agreement shall be for a five (5) year period beginning on the commencement date specified below by the City and ending sixty (60) months thereafter unless terminated as provided for therein. This Agreement is expressly subject to, and shall not become effective or binding on the City until fully executed by all signatories of the City and delivered to the Consultant. The "Commencement Date" and "Expiration Date" are as follows:

Commencement Date: **January 1, 2013** Expiration Date: **December 31, 2017**

6.0 **RESPONSIBILITIES OF CONSULTANT**

In the performance of this Agreement, the Consultant warrants, represents, stipulates, and agrees that the Consultant shall:

- A. Comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Airport Authority, the Airport Commission, the Director, or the City, as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of this Agreement. Consultant warrants, represents, and agrees that the Consultant shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal, state, city, local and other governmental authorities, as may be amended from time to time, now or hereafter applicable, in performing the Provisions of the Agreement and/or the work or services contemplated herein. (See Section 16).
- B. Carry out the services as described in Section 3.0, Scope of Work, as ordered, requested, and directed in writing by the Director.
- C. Not subcontract, assign and /or otherwise transfer any of the services or work to be performed under this Agreement without the prior written consent of the City, and any failure to do so shall be deemed cause for termination of this Agreement. (See Section 22.0, "Assignment & Subcontracting").
- D. Be responsible for the employment and supervision of its own staff to carry out its obligations under this Agreement and be responsible for the performance and payment of professional services that it may hire subject to the provisions of this Agreement in addition to the Consultant's regularly employed staff. (Section 22, "Assignment and Subcontracting").
- E. Be responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under this Agreement. The Consultant shall, without any additional compensation, correct or revise any errors or deficiencies for which it is responsible in the course of providing its services under this Agreement as determined by the Manager except as provided for in Section 23 entitled "Right Of Review." (See Section 18).
- F. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Airport Director, unless otherwise required by a court order or subpoena. Consultant shall timely inform the City of any such order or subpoena prior to releasing said confidential information.
- G. Provide personal attention to and prompt services for all assignments. The Consultant understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Consultant under this Agreement.

7.0 **MINIMUM PREVAILING WAGE AND FRINGE BENEFITS**

The Consultant warrants, represents, and agrees that all employees and subcontractor's or subconsultant's employees performing any work under and subject to the terms of this Agreement at the Airport shall be paid not less than the prevailing hourly rate of wages and fringe benefits as determined by the United States Secretary of Labor, or his/her authorized representative, in accordance with prevailing rates in the locality of the metropolitan St. Louis area pursuant

to 41 U.S.C. 351 ex seq., as amended, except for any person engaged in an executive, administrative or professional capacity. This Section 7.0 is subject to and in accordance City Ordinance No. 62124.

8.0 FEES/REIMBURSEMENTS

A. The City, subject to the Provisions of this Agreement, shall pay to the Consultant, in consideration of the above services rendered in performance of this Agreement "**Fees**" based upon the rates set forth below. Consultant shall invoice the City monthly for all services ordered and performed in accordance with the Provisions of the Agreement. Such monthly invoices shall itemize all costs by Airport vehicle/equipment inventory number and shall list all labor, materials and parts costs and/or fees and charges by Airport vehicle/equipment inventory number. Any third party vendor receipts, if paid by the Consultant and authorized by the Manager as provided for in the Agreement, shall also be included with the monthly invoice and other supporting documentation as may be reasonably requested by the Manager (See Section 9 below).

Year One Labor	\$80.00 per hour
Year Two Labor	\$80.00 per hour
Year Three Labor	\$83.20 per hour
Year Four Labor	\$86.53 per hour
Year Five Labor	\$89.99 per hour

Other Services Years One Through Five

Lube, Oil, & Filter- Standard (5 quart) 1	\$17.99 per vehicle
Safety Inspections	\$12.00 per vehicle
Emissions Inspection	\$24.00 per vehicle
Transmission Flush ²	\$80.00 per vehicle
Front End Alignment	\$59.95 per vehicle
4 Wheel Alignment	\$79.95 per vehicle
Mount & Balance - Standard Tire ³	\$12.00 per vehicle
Tire Patch	\$19.80 per tire
Non Emergency Service Calls ⁴	\$55.00 per call
Brake Inspection	No Charge
Air Conditioning Check	No Charge
Cooling System Check	.3 Labor Hours
Parts/Additional Oil	List Price minus 10%
Light Duty Towing (under 1 ton) ⁵	\$65.00 Per Tow
Light Duty Towing (under 1 ton) ⁶	\$65.00 Per Tow
Medium Duty Towing	\$90.00 per hour
Heavy Duty Towing	\$125.00 per hour

Notes:

1. Lube, oil, & filter does not include the cost of the filter.
2. Transmission Flush does not include the cost of the fluid and filter.
3. Mount & Balance does not include the cost of weights.
4. Non Emergency Service Calls includes lock out/jump start/tire change.
5. During Normal Business Hours as defined in Section 1.0.
6. Outside Normal Business Hours.

B. In addition to the Fees sited in 8.A above, the Consultant shall provide a Purchase Rebate defied as follows:

1. At the end of each contractual year, the Consultant shall rebate two percent (2%) of the prior year's gross parts and labor sales on repairs performed by the Consultant for the City under the Scope of Work of this Agreement.
2. The rebate will be paid by the Consultant to the City within ninety (90) calendar days of the annual anniversary date of this Agreement.

9.0 PAYMENTS

- A. All Fees or Extras to be paid by the City to Consultant for the work performed pursuant to this Agreement shall be paid in due course after receipt of Consultant's itemized invoices to the City, subject to and in accordance with the Provisions of this Agreement. (See Sections 4 & 8.)
- B. Acceptance by Consultant of the final payment shall constitute payment in full for all work done.
- C. Nothing in this Agreement shall be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever upon the City or Airport for the City or Airport to order or request any particular amount of work or services (See Section 30.1).
- D. In no event shall Fees and Extras provided for in this Agreement exceed this Agreement's Contract-Not-To-Exceed Amount of Five Hundred Thousand Dollars (\$500,000.00) during the term of this Agreement. Payment for the Fees and Extras shall be made at the rates and amounts provided for herein subject to and in accordance with the Provisions of this Agreement. All payments hereunder shall be contingent upon the appropriations of sufficient funds by the City annually.
- E. The Consultant represents, covenants, warrants and agrees to submit invoices for the services and work performed pursuant to this Agreement in a timely manner and as provided for in this Agreement. The Consultant hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoices submitted to the City by the Consultant more than six (6) months after the expiration or earlier termination of this Agreement and/or be responsible for any costs or expenses incurred by the Consultant for services or work performed pursuant to this Agreement for which City Invoices or Airport Invoices have not been submitted to the City for payment within six (6) months of the • expiration or earlier termination of this Agreement.

10.0 REPAIR OF DAMAGE

The Consultant shall promptly report to the City any property of the City or third parties damaged by Consultant's operations or its employees or agents. The Consultant shall make no repairs or replacements to City property without the prior written approval of the Airport Director.

11.0 CLAIMS

- A. The Consultant shall indemnify and save harmless the City, its officers, employees, and agents from all suits or actions brought against the City, its officers, employees or agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the Consultant, his employees, representative, or agents, in the performance of the work herein specified, or in consequence of any negligence in guarding the same, or any defective materials or equipment used, or by or on account of any act or omission of the said Consultant.
- B. The Consultant shall save harmless the City, its officers, employees, representatives, and agents from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by the Consultant or its officers, employees, representative, or agent in the execution of this Agreement.

12.0 REPLACEMENT OF PERSONNEL

Consultant agrees to replace any employee working under this Agreement, should the Airport Director in his/her sole determination feel and recommend that such should be done for the good of the services being rendered.

13.0 PROHIBITED ACTS

Consultant shall not do or permit to be done any act which:

- A. Will invalidate or be in conflict with any insurance policies covering the Airport or the City, or any part thereof, or upon the contents of any building thereon;
- B. Will increase rates of any insurance, extended coverage or rental insurance on the Airport or the City, or any part thereof, or upon the contents of any building thereon;

- C. In the opinion of the Director, will constitute a hazardous condition, so as to increase risks normally attendant upon the operations enumerated in this Agreement;
- D. Shall constitute a nuisance in or on the Airport or which may result in creation, commission, or maintenance or a nuisance in or on the Airport; or
- E. May interfere with the effectiveness or accessibility of the drainage of any sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses if any, installed or located in or on the Airport.
- F. If by reason of the Consultant's failure to comply with the Provisions of this section, any fire insurance, extend coverage or rental insurance rate on the Airport, or any part thereof, or upon the contents of any building thereon shall be at any time higher than it otherwise would be, then the Consultant shall on demand, pay the City the increase in the cost of insurance premiums paid or payable by the City which shall have been charged because of such violation by the Consultant. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

14.0 GOVERNING LAW

It is understood and agreed by and between the City and Consultant that this Agreement shall be deemed and construed to be entered into and to be performed in the City of St. Louis, State of Missouri, and it is further understood and agreed by and between parties hereto that the laws of the State of Missouri, and the City's Charter and Ordinances as they may be amended from time to time shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

15.0 WAIVERS OF LIEN

Upon completion of work, and if requested .by the City, the Consultant shall submit within 15 days of the City's request full waivers of lien from every entity involved in the performance of this Agreement. Lien waivers shall be submitted on forms and executed in compliance with the Missouri Secretary of State requirements. The Consultant agrees not to permit any mechanics' or material men's liens or any other lien or encumbrances to be attached or foreclosed upon the City's property or any part or parcel thereof, or on the improvements thereon, or any Vehicle by reason of any work or labor performed or materials furnished by any mechanic, material man, contractor, consultant, or any other reason.

16.0 RULES & REGULATIONS

- A. Consultant warrants, represents, and agrees that the Consultant shall comply with all applicable federal, state and local governmental laws, codes, ordinances, regulations, executive orders, permits, operating directives, environmental permits, plans or programs, airport certification manual, and directives promulgated or established by the Airport Authority, Airport Commission, the Director, or the City, as they may be amended from time to time in performing the Provisions of this Agreement and/or the work contemplated herein. (See Section 6.A.)
- B. The Consultant will be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and 49 CFR Part 1500 as they may be amended from time to time. (See Section 28.0 entitled "Badging"). Any and all violations by the Consultant or its officers, employees, subconsultants, independent consultants, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. City shall be timely reimbursed (within ten (10) days of the City's request) for any such fines or penalties imposed on the City.
- C. The Consultant shall be responsible for the work of all subconsultants, contractors, and agents, and all work shall be kept under the Consultant's control. A complete list of all such subconsultants or subcontractors shall be submitted to the Director for his prior written approval (See Section 22.0).
- D. The Consultant shall not be entitled to any claim for damages or losses whatsoever against the City or its officers, employees, agents, representatives, due to hindrance or delay from any cause whatever in the progress of the work or any portion thereof including without limitation, loss of profits, and actual, consequential, special, or incidental damages.

17.0 PRECAUTIONARY MEASURES

Consultant shall exercise every reasonable precaution to prevent injury to persons or damage to property and avoid unreasonable inconvenience to residents and other users of the properties. Such precautions may include, not be limited to: watchmen, erecting barricades and railings, providing warnings such as lights, signals, or signs and exercising reasonable precautions against fire and take such other reasonable precautions as may be necessary, proper or desirable.

18.0 INSPECTIONS

- A. The Manager shall at all times have free access to the work, as well as the equipment, and offices of the Consultant for the purpose of determining Consultant's compliance with the Provisions of this Agreement. The Manager may perform periodic inspections of the work as outlined in this Agreement, to determine that services performed by the Consultant meet with required standards and the Consultant will be required to timely and promptly make any improvements as required by the Manager.
- B. The Manager will determine the amount, classifications, acceptability, and fitness of all work to be done hereunder, and will decide all questions which may arise related to the proper performance of this Agreement, and the Manager's decisions shall be final and conclusive except as provided for in Appendix A, Section 23. Nothing herein shall be construed or interpreted to mean that the Consultant is an agent or representative of the City.

19.0 INSURANCE AND INDEMNIFICATION

- A. The Consultant, at its expense, at all times during the term hereof, shall cause St. Louis County, the City and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees and the Consultant to be insured on **an occurrence basis** against 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 the Consultant, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:
1. Comprehensive General Liability;
 2. Comprehensive Automobile (all vehicles, including hired and non- owned autos).
- B. **The minimum limits of coverage for the above classes of insurance shall equal a single limit of Two Million Dollars (\$2,000,000.00) comprised of such primary and excess policies of insurance as the Consultant finds it feasible to purchase during the term of this Agreement** and shall name the City, and its Board of Alderman, the Airport Commission, St. Louis County and their respective officers, employees, and agents (the "CITY", as used in this Section) as an II Additional Insured II. Prior to execution of this Agreement, Consultant shall provide certificates of said insurance to the Airport Representative in form and content satisfactory to the City. In addition, the Consultant shall also mail or fax a copy of the Certificate of Insurance to:

St. Louis Airport Police Department
P.O. Box 10212, Lambert Station
St. Louis, Missouri 63145
Attn: Sharon Wilson, Bureau of Security Operations
Phone: 314-426-8002
Fax: 314-890-1325

- C. Such liability insurance coverage shall also extend to damage, destruction and injury to CITY owned or leased property and CITY personnel, and caused by or resulting from work, acts, operations, or omissions of Consultant, its officers, agents, employees, consultants, subcontractors, contractors, licensees, invitees, representatives, and independent contractors, and, contractual liability insurance sufficient to cover Consultant's indemnity obligations hereunder. The CITY shall have no liability for any premiums charged for such coverage, and the inclusion of the CITY as an Additional Insured is not intended to, and shall not make the CITY a partner or joint venturer with Consultant in its operations hereunder. Each such insurance policy shall provide primary coverage to the CITY when any policy issued to the CITY provides duplicate or similar coverage and in such circumstances, the CITY's policy will be excess over Consultant's policy.

- D. The Consultant shall protect, defend, and hold St. Louis County, the City, and its Board of Aldermen, the Airport Commission, and their respective officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the City's premises or Vehicles, and/or the acts or omissions of Consultant's officers, agents, employees, consultants, subcontractors, contractors, licensees, invitees, or independent contractors regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Director or his/her designee shall give to Consultant reasonable notice of any such claims or actions. The Consultant shall also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee, in carrying out its obligations hereunder. The Provisions of this section shall survive the expiration or early termination of this Agreement.
- E. The Consultant shall maintain at least at the statutory requirements, such insurance in full force and effect to protect the Consultant, its employees, agents and representatives from claims under Workmen's Compensation Acts, claims for damages of personal injury and death, and for damages to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents, and representatives in the performance of the service covered by this Agreement.

20.0 PERFORMANCE & PAYMENT BOND

- A. At or prior to the execution of this Agreement, the Consultant shall execute a Performance Bond and a Payment Bond each in the amount of Two Thousand Dollars (\$2,000.00) with surety satisfactory to the City or some other form of surety acceptable to the City, conditioned on the full and faithful performance of all terms, covenants, and conditions of this Agreement. Affirmation by the Surety Company to execute said bonds must be executed by an Attorney-in-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment and Performance Bonds shall comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of a one year renewable bond to meet the requirements of this Section. The Consultant shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bond and/or Payment Bond and if the Consultant's Performance Bond and/or Payment Bond is terminated, cancelled, not renewed or extended, the Consultant shall promptly provide the City with a replacement bond(s) in full compliance with this Section. Any sum or sums derived from said Performance and/or Payment Bonds shall be used for the completion of this Agreement and the payment of laborers and material suppliers, as the case maybe.
- B. A copy of the bonds, in a form acceptable to the City, shall be given to the Director for review and approval before the Consultant performs any work under this Agreement.

21.0 CANCELLATION

- A. The City retains the right to cancel this Agreement immediately upon written notice to the Consultant, if the Consultant should fail to properly keep any Provisions of this Agreement; or, if the quality of service should fall below the specified standards; or, if the Consultant should fail or refuse to render the amount of service required.
- B. The Consultant shall have the right to cancel this Agreement upon ten (10) days written notice to the City, without penalty, if the City should fail to keep any of the Provisions of this Agreement.
- C. Either party shall have the right to cancel this Agreement without cause upon ten (10) days written notice to the other party with no liability to the canceling party and such a cancellation shall be deemed a no fault cancellation.
- D. Notwithstanding anything to the contrary herein, it is expressly understood by the parties hereto that this Agreement shall terminate immediately upon the failure of budgetary appropriations with no resulting liability to the City.
- E. If requested in writing by the Director and/or in the event of cancellation, termination, or the expiration of this Agreement, all tools, parts, equipment, supplies, materials, maps, plans and specifications, manuals, reports, studies, surveys, schedules, records, files, logs, Work Product, or property paid for, supplied or owned by the City shall be promptly (within three (3) working days) returned to the City by the Consultant. (See Section 30.P)

22.0 ASSIGNMENT AND SUBCONTRACTING

- A. Consultant shall not assign or transfer this Agreement without the prior written approval of the City, as provided for in Ordinance 63687 approved in 1996. At least 90 days prior to any contemplated assignment of this Agreement, Consultant shall submit a written request to the City. This request must include a copy of the proposed assignment agreement. The City reserves the right to refuse such request without cause or justification. No assignment shall be made or shall be effective unless Consultant shall not be in default on any of the Provisions of this Agreement. The parties to this Agreement understand and agree that the Consultant is and shall remain responsible for the performance of its assigns under this Agreement. No assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.
- B. Consultant shall not subcontract and/or transfer any part of the services or work to be performed hereunder without the prior written approval of the Director of Airports and such approval may be withheld by the City without cause or justification. At least 60 days prior to any contemplated subcontracting of service or work, or the transfer of any part of the services or work to be performed hereunder, Consultant shall submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. At a minimum, any sub contract or other agreement must require strict compliance with the Provisions of this Agreement. The parties understand and agree that the Consultant is responsible for the performance of its subconsultants or agents under this Agreement. No subcontract or any other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract or agreement as provided for above.
- C. Any such assignment or transfer or subcontracting of services without the consent of the City, as provided for above, shall constitute default on the part of the Consultant under this Agreement. No action or failure to act on the part of any officer, agent, or employee of the City shall constitute a waiver by the City of this provision.
- D. The City has approved the following MIW/DBE subconsultants or subcontractors for participation under this Agreement at the percentage participation goals as set out below:

Document Imaging Systems of St. Louis, Inc.	MBE	4.2%
Cardinal Environmental Operations Corporation	WBE	2.6%
The Kiesel Company	WBE	21.6%

23.0 RIGHT OF REVIEW

Consultant shall have the right to take any decision or direction of the Manager to the Director for his review and decision. The decision of the Director will be final and binding. All requests for review must be in writing and timely (within 24 hours of the Manager's decision in dispute), and must set forth clearly the cause for such request of review. No review will be allowed by the Director which has not first been considered by the Manager. (See Section 18 entitled "Inspections").

24.0 AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION

- A. Consultant agrees that in performing under this Agreement neither he nor anyone under his control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Consultant, during his performance under this Agreement, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Consultant, state that it is an equal opportunity employer.
- C. Consultant agrees during his performance under this contract that should it be determined by the Consultant or the City that he will be unable to conform to his approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, he will notify the Fair Employment Division of the St. Louis Council on Human Relations within ten (10) days as to the steps to be taken by the Consultant to achieve the provisions of this program.
- D. Consultant will provide certification regarding its compliance with the Fair Employment Division Practices

Provisions of the City Code. Consultant will, upon twenty-four (24) hour notice and during regular business hours permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

- E. In the event of the Consultant's non-compliance with the non-discrimination clauses of this contract, or to furnish information or permit his books, records and accounts to be inspected, within 20 days from the date requested, this contract may be canceled, terminated, or suspended in whole or part and Consultant may be declared ineligible for further City contracts for a period of one (1) year, by the option of the City of St. Louis; provided further in the event this contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Consultant shall have no claim for any damages against the City.
- F. Consultant further agrees that these clauses (A through E) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Consultant in all contracts or agreements entered into with supplies of materials or services, Consultants and subconsultants and to the extent possible all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.
- G. Whenever the Consultant is sued or threatened with litigation by a subconsultant vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such Consultant shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
- H. The Consultant must submit evidence from the City's Civil Rights Enforcement Agency (**CREA**) stating that Consultant has complied with the City's requirements for an affirmative action program as required by the Mayor's Executive Order on Equal Opportunity in Employment.
- I. Consultant shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; Title VI of the Civil Rights Act of 1964, as amended; 49 C.P.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

25.0 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE :MBE/WBE) PARTICIPATION

A. Definitions:

As used in this requirement, "Minority Business Enterprise" or "MBE" and "Women Business Enterprise" or "WBE" are defined as follows:

1. **"Minority Business Enterprise" or "MBE"** means a small business concern as defined in Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock or which is owned by one or more individuals who are minorities; and whose management and daily business operations are controlled by one or more individuals who are Asian American, Black American, Hispanic American or Native American; and located in the Metropolitan St. Louis Area.
2. **"Women Business Enterprise" or "WBE"** means a small business concern as defined in the Small Business Act, 15 U.S.C., as amended that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more individuals who are women; and located in the Metropolitan St. Louis Area.

B. Policy:

It is the policy of the City to ensure the maximum utilization of minority and women's business enterprises in contracting and - the provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or City administered government funds while at the same time maintaining the quality of goods and services provided to the City and its subrecipients through the competitive bidding process. The provisions of this Policy shall apply to all contracts awarded by the City, its departments and agencies and to all recipients of City funds or City administered government funds and shall be liberally construed for the accomplishments of its policies and purposes.

C. Goal:

A goal of 25 % MBE and 5 % WBE utilization has been established in connection with this Agreement. This goal is based on the original Agreement amount and remains in effect throughout the term of this Agreement. If an award of this Agreement is made and the MBEI/WBE participation is less than this Agreement goal, the Consultant shall continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal. **Please note: Consultants which have been certified as either an MBE or WBE are still required to fill both goals. In addition, Consultants which have been certified as an MBE and a WBE can only be used to fulfill either the MBE goal or the WBE goal, not both goals.**

D. Obligation:

1. The Consultant agrees to take all reasonable steps to ensure that MBEs/WBEs have maximum opportunity to participate in contracts and subcontracts financed by the City of St. Louis Airport Authority provided under this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contracts financed by the City.
2. A current Directory of MIW/DBE certified firms is available online at <http://www.mwdbe.org> under the Business Profile Directory link. A paper copy of the Directory may be requested at the Airport DBE Program Office, Lambert-St. Louis International Airport, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. Eligibility:

Consultant should contact the City of St. Louis Airport Authority DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBE/WBE firms it intends to utilize in this Agreement.

F. Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation towards the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the Consultant and subconsultants for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. **Firms must be certified prior to the submittal of proposals in order to be used to fulfill the participation goals.**

G. Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs during the term of this Agreement.

H. Substitution of MBE/WBE Firms After Award:

1. The Consultant shall conform to the scheduled amount of MBE/WBE participation. When a listed MBEI/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBE/WBE Utilization Plan, the Consultant shall immediately notify the City of St. Louis Airport Authority DBE office prior to replacement of the firm.
2. Substitutions of MBEI/WBE must be approved in writing by the Director. (See Section 23.0) Substitutions of MBEI/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Consultant understands, warrants, and agrees that it shall not cancel or terminate its agreement with the MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review.

I. Good Faith Efforts:

When the MIWBE goals cannot be met, the Consultant shall document and submit justification utilizing the Consultant's Good Faith Efforts Report form and provide a statement as to why the goals could not be met. The quality and intensity of the Consultant's good faith efforts will be evaluated by the City. The Consultant must demonstrate the good faith efforts taken to meet the MIWBE goals, including but not limited to the following:

1. Efforts made to select portions of the work proposed to be performed by MIWBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate MIWBE participation. Selection of portions of work are required to at least equal the goal for MIWBE utilization specified in the contract.
2. Written notification at least (14) calendar days prior to the opening of proposals, soliciting individual MIWBEs interested in participation in the contract as a subconsultant, regular dealer, manufacturer, consultant, or service agency and for what specific items or type of work.
3. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of MIWBEs, of the type of work, supplies, or services being considered for MIWBEs on this contract.
4. Efforts made to negotiate with MIWBEs for specific items of work including evidence on:
 - a. The names, addresses, telephone numbers of MIWBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the MIWBEs to determine with certainty whether the MIWBE is interested. Personal or phone contacts are expected.
 - b. A description of the information provided the MIWBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - c. A statement of why additional agreements with MIWBEs were not reached, and
 - d. Documentation of each MIWBE contacted but rejected and the reasons for the rejection.
5. Absence of any agreements between the Consultant and the MIWBE in which MIWBE promises not to provide subcontracting quotations to other Consultants.
6. Efforts made to assist the MIWBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Consultant.
7. Documentation that qualified MIWBEs are not available, or not interested.
8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better consultant-subconsultant relationships, forthcoming MIWBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
9. Advertisement, in general circulation media, trade association publications, disadvantaged-focused media, of interest in utilizing MIWBEs and area of interest.
10. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged Consultant's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of MIWBEs.
11. Examples of actions not acceptable as reasons for failure to meet the MIWBE goal.
 - a. MIWBE unable to provide performance and/or payment bonds.
 - b. Rejection of reasonable bid based on price.
 - c. M/WBE would not agree to perform items of work at the unit bid price.
 - d. Union versus nonunion status.
 - e. Consultant normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.

be present, either in person, or have a duly authorized representative (i.e., Project Coordinator or supervisory personnel) at the site of the work continuously during working hours, throughout the progress of the work, to receive directions or furnish information. Any instructions or directions given to the Project Coordinator or supervisory personnel of the Consultant will be considered the same as given to the Consultant in person.

- F. Consultant, at its cost, shall be required to secure all necessary certifications, permits and/or licenses or approvals required or necessary to fulfill the Provisions of this Agreement.
- G. In case of an emergency, the Manager shall have authority to order the Consultant to immediately terminate work and clear the area of personnel and equipment. The Consultant shall immediately comply with such an order with all possible speed.

27.0 FACILITIES PROVIDED BY THE AIRPORT

City, subject to and in accordance with the Provisions of this Agreement, shall provide the right of ingress and egress to all areas herein specified in order for the Consultant to perform the work and services contemplated herein.

28.0 BADGING

- A. The Consultant shall comply with all applicable federal, state and local governmental laws and regulations as well as rules and regulations of the Airport as may be amended from time to time. (See Sections 6.A & 16).
- B. The Consultant at its cost shall supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Consultant's employees to be issued an Airport Employee Badge.
- C. The Consultant at its cost, if requested by the City, shall provide verification of a five (5) to ten (10) year employee background check of each employee to be issued an Airport Employee Badge.
- D. The Consultant shall, when requested and ordered by the Director, schedule with the Airport Police Security Operations Bureau to have each employee, to be issued an Airport ID Badge, fingerprinted, for a criminal history check. This process shall be used to issue Airport Identification Badges to all Consultant employees assigned to work with the Security Identification Display Area ("**SIDA**"). The Consultant shall maintain at all times adequate control of said identification badges. All employees issued identification badges will be required to attend the SIDA class offered by the Airport Police. The Consultant shall bear the cost of providing badges for the Consultant's employees working under this Agreement. The cost for badging is approximately \$80.00 per employee and includes the cost of the badge, background check, fingerprinting and the SIDA course. Replacement cost for lost, stolen, or damaged identification badges will be the sole responsibility of the Consultant.
- E. The Consultant shall be responsible for compliance with all Airport Security Regulations, Airport Security procedures, and TSA 1542 as they may be amended from time to time. Any and all violations by the Consultant or its officers, employees, subconsultants, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Consultant, or its officers, employees, agents, or representatives, will be the responsibility of the Consultant. The City shall be timely reimbursed (within ten (10) days of the City's request) for any such fines or penalties imposed on the City. (See Section 16.B).

29.0 MISSOURI UNAUTHORIZED ALIENS LAW

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Consultant, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the "**Missouri Unauthorized Aliens Law**"), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Consultant shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit "A"** entitled "Affidavit". Consultant's failure to comply at all times with the Missouri Unauthorized Aliens Law or the Provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein.

The Consultant shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit "A") including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.

30.0 GENERAL PROVISIONS

- A. The Consultant is, and at all times hereunder, shall be and remain an independent consultant or consultant and nothing herein shall be interpreted to mean that the Consultant or any of its employees or agents are employees or agents of the City.
- B. The Consultant shall coordinate the services performed under this Agreement with the Director.
- C. The Consultant agrees that the services performed pursuant to this Agreement shall be performed in accordance with the highest standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to the services contemplated by this Agreement. All work shall be executed in the most professional, safe, and substantial manner and everything shall be furnished by the Consultant that is necessary to complete and perfect the work in accordance with the Scope of Work and the Provisions of this Agreement.
- D. This Agreement, together with all attachments and exhibits attached hereto constitutes the entire agreement between the parties hereto and all other representations or statements hereto made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.
- E. The Consultant shall comply with all applicable federal, state, and local laws and regulations, the City's Charter, as well as rules and regulations established by the City of St. Louis or the Airport or may be amended from time to time.
- F. The City and the Consultant agree that this Agreement and all contracts entered into under the Provisions of this Agreement shall be binding upon the parties hereto and their successors and permitted assigns.
- G. A waiver by either party of the Provisions hereto to be performed, kept, or observed by the other party shall not be construed as, or operate as, a waiver of any subsequent default or breach of any of the Provisions of this Agreement. Any waiver by either party must be in writing and signed by the party waiving.
- H. The Consultant shall keep and maintain such records and reports as are necessary for the City to determine compliance with the obligations of this Agreement. Such records shall be maintained by the Consultant for at least three years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon request, such records and documents, in order to determine compliance with this Agreement (See Section 31.0 entitled "Right To Audit").
- I. The City retains the right to solicit bids and award contracts on any modifications, deletions, or additions to the Fleet Vehicles & Special Equipment Maintenance/Repair Services contemplated herein. The City retains the right to furnish materials, parts, or supplies at its discretion, or perform for itself, any work contemplated herein (See Section 9.C).
- J. No alderman, commissioner, director, board member, officer, employee or other agent of the City shall be personally liable under or in connection with this Agreement, provided said individual does not engage in fraud or material misrepresentation in his/her capacity as a City representative with regard to this Agreement.
- K. Neither party shall be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of a superior governmental authority, riots, rebellion, acts of terrorism, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See Section 30.M)
- L. In the event any Provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such Provision shall in no way affect any other Provision, herein contained, provided the invalidity of such Provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid Provisions of this Agreement.

- M. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.
- N. The parties affirm each has full knowledge of the Provisions contained in this Agreement. As such, Provisions of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.
- O. Unless otherwise expressly provided for herein, when the consent, approval, waiver, release, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports is required, the Approval must be from the City's Director of Airports or his/her authorized or designated representative.
- P. Any files, reports, test results, samples, records, studies, logs, surveys, specifications, analysis, maps, schedules, documents, data, work product, or items given to or created, prepared or assembled by the Consultant under this Agreement ("**Work Product**"), are confidential and shall not be made available to any individual or organization by the Consultant or its officers, employees, agents, or representatives without the prior written approval of the Airport Director. All such Work Product shall become and remain the property of the City. (See Sections 21.E)

31.0 RIGHT TO AUDIT

- A. The Consultant's "**records**" shall be open to inspection and subject to audit and/or reproduction upon twenty-four (24) hours notice during normal working hours or made available. A City representative (at the City's sole expense) may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement, and for a period of three years after the early termination or the expiration of this Agreement or longer if required by law.
- B. The Consultant's "records" as referred to in this Agreement shall include only that information, materials, and data specific to Consultant's performance in accordance with this Agreement, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda. Such records subject to audit shall also include, but not limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the City in connection with the Consultant's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:
 - 1. Consultant's compliance with the Provisions of this Agreement or the performance of the services contemplated herein; or
 - 2. Compliance with provisions for pricing, change orders, invoices or claims submitted by the Consultant or any of its payees or subconsultants or subcontractors, if any.

32.0 LIVING WAGE PROVISIONS

- A. Living Wage Compliance Provisions: Any work ordered by the City under this Agreement is subject to the St. Louis Living Wage Ordinance Number 65597 (the "**Ordinance**") and the "**Regulations**" associated therewith, as may be amended from time to time, both of which are incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Consultant hereby warrants, represents, stipulates, and agrees to strictly comply with these measures beginning on the effective date of this Agreement:
 - 1. **Minimum Compensation:** Consultant hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the

attached Living Wage Bulletin (See **Exhibit B**) which is incorporated herein. The initial rate shall be adjusted each year no later than April I, and Consultant hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.

2. **Notification:** Consultant shall provide the Living Wage Bulletin to all employees together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Consultant's employees within thirty (30) days of the effective date of this Agreement for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Consultant shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Consultant's employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors:** Consultant hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Consultant shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Beginning on the effective date of this Agreement, Contactor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this Agreement is being performed by Consultant's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Consultant shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Consultant acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations may result in penalties specified in the Ordinance and/or Regulations, which penalties may include, without limitation, suspension or termination of this Agreement, forfeiture and/or repayment of City funds, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.
8. **Acknowledgments:** Consultant acknowledges receipt of a copy of the Ordinance and Regulations.

33.0 NOTICE PROVISION

- A. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be delivered personally or be sent by certified mail, return receipt requested, to :

Airport Director
St. Louis Airport Authority
10701 Lambert International Boulevard
P.O. Box 10212
St. Louis, MO 63145

with a copy to:

Bill Korte
Airport Assistant Director for Operations
St. Louis Airport Authority
10701 Lambert International Boulevard
P.O. Box 10212
St. Louis, MO 63145

and a copy to:

Robert Salarano

Airport Properties Division Manager
Airport Office Building
10701 Lambert International Boulevard
P.O. Box 10212
St. Louis, MO 63145

All notices, demand, and request by the City to Consultant shall be sent to: Kurtis Barks

Complete Auto Body & Repair, Inc.
6041 North Lindbergh Boulevard
Hazelwood, Missouri 63042

- B. The City or Consultant may designate in writing from time to time any changes in addresses or any addresses of substitutes or supplementary persons in connection with said notices. The effective date of service of any such notice shall be deemed received at the earlier of actual receipt or the dates such notice is mailed to the Consultant or the Airport Director.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

COMPLETE AUTO BODY & REPAIR

ATTEST:

By: _____
Date

BY: _____
Date

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

Pursuant to Ordinance Number _____ approved _____, 2012.

The foregoing Agreement was approved on this _____ day of _____, 2012, by the Airport Commission.

By: _____
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2012.

By: _____
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

City Counselor Date

Comptroller Date

ATTESTED TO BY:

Register Date

Exhibit "A"

AFFIDAVIT
(Missouri Unauthorized Aliens Law)

STATE OF Missouri)
)SS.
COUNTY OF ST. LOUIS)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Kurtis M Barks (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Kurtis M Barks (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

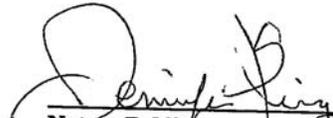
I am the General Manager/President (Position/Title) of Complete Auto Body + Truck (Contractor).

I have the legal authority to make the following assertions:

1. Complete Auto Body + Truck Repair (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Fleet Vehicle and Special Equipment Maintenance/Repair Services at Lambert-St. Louis (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Complete Auto Body + Truck Repair (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.


Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19 day of March, 2012.


Notary Public

My Commission Expires:



EXHIBIT B

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2012**

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

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.93** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.52** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.59** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2012**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

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

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

Dated: February 17, 2012

**EXHIBIT C
LIST OF FLEET**

AssetNo	ModelYear	mfg	model	AssetShortDesc	GVWR
0001	2010	CHEVROLET		AWD UTILITY	6459
0002	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0003	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0004	2006	CHEVROLET	TAHOE	4WD UTILITY	6900
0005	2007	CHEVROLET	TRAIL BLAZER	4WD UTILITY	5750
0010	2008	CHEVROLET	SILVERADO 1500	4WD EXT CAB	7000
0011	2001	FORD	CROWN VICTORIA	PASSENGER CAR	5251
0013	1999	CHEVROLET	BLAZER	4WD UTILITY	5100
0014	2008	CHEVROLET	TRAILBLAZEER	4WD UTILITY	5750
0017	2007	CHEVROLET	COLORADO	4WD PICK UP	5300
0018	2004	DODGE	CARAVAN	FRICTION TESTER	
0019	2003	CHEVROLET	BLAZER LS	4WD UTILITY	5350
0020	2005	CHEVROLET	IMPALA	PASSENGER CAR	4550
0021	2002	CHEVROLET	BLAZER LS	4WD UTILITY	5350
0022	2007	CHEVROLET	TRAIL BLAZER	4WD UTILITY	5750
0025	2011	CHEVROLET	EQUINOX	FWD UTILITY	3779
0026	2004	CHEVROLET	BLAZER LS	4WD UTILITY	5350
0030	2005	CHEVROLET	SILVERADO	PICK UP HYBRID	6400
0032	2001	CHEVROLET	SILVERADO 1500	4WD PICKUP EXT. CAB	6400
0033	2011	CHEVROLET	SILVERADO	CREW CAB PICK UP	6735
0034	2007	CHEVROLET	COLORADO	4WD MINI PICKUP	5300
0036	2005	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0038	2003	GMC TRUCK DIVISION		4WD UTILITY	5750
0041	2007	CHEVROLET	TAHOE	4WD UTILITY	7300
0051	2006	CHEVROLET	TRAILBLAZER	TRAILBLAZER	5750
0060	2009	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0061	2008	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0062	2009	CHEVROLET	TRAILBLAZER	UTILITY	5750
0063	2011	CHEVROLET	TAHOE	2WD UTILITY	6700
0064	2007	CHEVROLET	COLORADO	TRUCK PICK UP EXTENDED CAB	5300
0065	2009	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0066	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0067	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0068	2009	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0069	2008	CHEVROLET	TRAIL BLAZER	4WD UTILITY	5750
0070	2009	CHEVROLET	IMPALA	PASSENGER CAR	4675
0071	2011	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0072	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0073	2009	CHEVROLET	IMPALA	PASSENGER CAR	4675
0075	2008	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0076	2006	CHEVROLET	EQUINOX	4WD UTILITY	5650

AssetNo	ModelYear	mfg	model	AssetShortDesc	GVWR
0077	2008	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0078	2008	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0079	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0080	2007	FORD	CROWN VICTORIA	CAR PASSENGER	5650
0081	2010	CHEVROLET	EQUINOX	PASSENGER CAR	5299
0082	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0083	2010	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0084	2006	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0085	2008	CHEVROLET	IMPALA	PASSENGER CAR	4668
0086	2011	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0087	2011	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0089	2009	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0090	2008	CHEVROLET	IMPALA	PASSENGER CAR	4692
0091	2011	FORD	CROWN VICTORIA	PASSENGER CAR	5650
0092	2006	CHEVROLET	SILVERADO	4WD PICK UP	7000
0093	2011	CHEVROLET	TAHOE	2WD UTILITY	6700
0100	1999	CHEVROLET	SILVERADO 1500C	4WD PICKUP EXT. CAB	6400
0101	2003	CHEVROLET	SILVERADO	P/U 4WD CREW	8500
0102	2003	CHEVROLET	SILVERADO	P/U 4WD CREW	9200
0103	2003	CHEVROLET	SILVERADO	P/U 4WD CREW	8500
0104	2008	CHEVROLET	SILVERADO 3500	4WD CREW CAB PICK UP	9900
0105	2007	CHEVROLET	COLORADO	4WD PICK UP	5300
0106	2005	CHEVROLET	EXPRESS 15	VAN PANEL	12000
0109	1997	CHEVROLET	SIERRA	P/U 4WD CREW DUMP	10000
0133	2000	FREIGHTLINER	FL60	TRUCK DUMP 4X2	9200
0134	2001	FORD	F350	TRUCK PICKUP CREW CAB DUMP	11400
0135	1992	CHEVROLET	P30	VAN PANEL	11000
0167	2008	CHEVROLET	SILVERADO 3500	CREW CAB P/U	9900
0168	2008	CHEVROLET	SILVERADO 3500	CREW CAB P/U	9900
0169	2008	CHEVROLET	SILVERADO 3500	4WD CREW CAB PICK UP	9900
0237	1999	CHEVROLET	3500	FLAT BED PICK UP	11000
0238	2008	CHEVROLET	SILVERADO 3500	4WD CREW CAB PICK UP	9900
0282	2003	CHEVROLET	2500	PASSENGER VAN	8500
0283	2000	CHEVROLET	3500	4WD PICK UP	9200

AssetNo	ModelYear	mfg	model	AssetShortDesc	GVWR
0284	2008	CHEVROLET	SILVERADO 3500	4WD CREW CAB PICK UP	9900
0285	2006	CHEVROLET	COLORADO	PICK UP	5300
0290	2003	CHEVROLET	SILVERADO	4WD PICK UP	8500
0300	2003	CHEVROLET	SILVERADO	4WD PICKUP W/EXTENDED CAB	6400
0301	2007	CHEVROLET	SILVERADO	4WD EXT. CAB PICK UP	9200
0303	2008	CHEVROLET	2500 EXPRESS	CARGO VAN	8600
0304	2007	CHEVROLET	SILVERADO	4WD CREW CAB PICK UP	9200
0305	2007	CHEVROLET	SILVERADO 2500	4WD CREW CAB P/U	9200
0307	2007	CHEVROLET	SILVERADO 2500	4WD CREW CAB P/U	9200
0308	2003	CHEVROLET	SILVERADO	SERVICE BODY	9200
0313	2007	CHEVROLET	VAN 2500	CARGO VAN	8600
0316	2008	CHEVROLET	EXPRESS	CARGO VAN	8600
0317	2007	CHEVROLET	COLORADO	4WD MINI PICK UP	4850
0333	2007	CHEVROLET	SILVERADO 2500	4WD EXT CAB PICK UP	9200
0334	2003	CHEVROLET	2500	PASSENGER VAN	8500
0335	2007	CHEVROLET	VAN 2500	WORK VAN	8600
0338	1998	CHEVROLET	CHEYENNE	FLAT BED PICK UP	11000
0400	2008	CHEVROLET	TRAIL BLAZER	4WD UTILITY	5750
0401	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0402	1996	CHEVROLET	VAN	VAN FULL SIZE	8600
0403	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0404	1997	CHEVROLET	ASTRO	MINI VAN	5950
0405	2003	CHEVROLET	BLAZER	4WD UTILITY	5350
0480	1999	CHEVROLET	1500	4WD EXT. CAB	6400
0481	2006	CHEVROLET	COLORADO	PICK UP	5350
0486	2001	FORD	CROWN VICTORIA	PASSENGER CAR	5251
0489	2008	CHEVROLET	UPLANDER	MINI VAN	5622
0491	2008	CHEVROLET	UPLANDER	MINI VAN	5622
0500	2007	CHEVROLET	Silverado 1500 LT	4WD EXT CAB	6400
0501	2009	CHEVROLET	COLORADO	4WD MINI PICK UP	5300
0502	2008	CHEVROLET	SILVERADO	2WD REGUALR CAB PICK UP	9200
0503	2008	CHEVROLET	SILVERADO	2WD REGULAR PICK UP	9280
0504	2000	CHEVROLET	SILVERADO	2WD FULL	6400
0505	1996	GMC TRUCK DIVISION	VAN	MINI VAN	5600
0506	2000	CHEVROLET	3500	FLAT BED PICK	8600
0507	2008	CHEVROLET	SILVERADO	4WD EXT. CAB PICK UP	7000
0508	2006	CHEVROLET	SILVERADO	TRUCK PICK 4WD REGULAR CAB	9200
0509	2006	CHEVROLET	SILVERADO	TRUCK PICK 4WD REGULAR CAB	9200
0510	2008	CHEVROLET	SILVERADO	TRUCK PICK UP 2WD REG CAB	9200
0511	2009	CHEVROLET	COLORADO	4WD MINI PICK UP	5300

AssetNo.	ModelYear	mfg	model	AssetShortDesc	GVWR
0512	2008	CHEVROLET	COLORADO	4WD MINI PICK UP	5300
0513	2002	CHEVROLET	S-10	2WD PICK UP	4700
0514	2001	FORD	F150	P/U 4X2 REGULAR CAB	7650
0515	2002	CHEVROLET	S-10	2WD PICK UP	4700
0600	2011	CHEVROLET	SILVERADO	CREW CAB PICK UP	6735
0603	2006	CHEVROLET	UPLANDER	PASSENGER VAN	5622
0635	1995	FORD	AEROSTAR	MINI VAN	5220
0641	2000	FORD	EXPLORER	4WD UTILITY	5340
0643	2003	CHEVROLET	SILVERADO	4WD PICK UP REGULAR CAB	8500
0644	2006	CHEVROLET	TRAILBLAZER	4WD UTILITY	5750
0646	2011	CHEVROLET	EQUINOX	FWD UTILITY	3779
0700	2008	CHEVROLET	SILVERADO	4WD EXTENDED CAB P/U	7000
0701	2007	CHEVROLET	SILVERADO 2500	4WD REG. CAB P/U	9500
0702	2003	CHEVROLET	2500	PASSENGER VAN	8500
0703	2006	CHEVROLET	SILVERADO	TRUCK PICK UP 4WD REGULAR CAB	9200
0704	2005	CHEVROLET	SILVERADO	PICK UP	9200
0705	2005	CHEVROLET	SILVERADO 2500	PICK UP TRUCK	9200
0706	2007	CHEVROLET	SILVERADO	4WD REGUALR CAB PICK UP	9200
0707	2003	CHEVROLET	2500	PASSENGER VAN	8500
0708	2003	CHEVROLET	SILVERADO	P/U 4WD CREW	9200
0709	1998	GMC TRUCK DIVISION	SIERRA 3500	1 TON FLATBED TRUCK	11000
0711	1996	GMC TRUCK DIVISION	JIMMY	4WD UTILITY	5300
0712	2012	CHEVROLET	COLORADO	2WD PICK UP	4850
0713	2002	CHEVROLET	S-10	2WD PICK UP	4700
0714	2006	CHEVROLET	SILVERADO	TRUCK PICK UP 4WD REGULAR CAB	9200
0715	2011	CHEVROLET	SILVERADO	CREW CAB PICK UP	6735
0740	1996	GMC TRUCK DIVISION	3500	4WD PICK-UP	9200
0741	1996	GMC TRUCK DIVISION	3500 VANDURA	VAN FULL SIZE	8600
0742	1997	FORD	E150	VAN FULL SIZE	7000
0743	1999	CHEVROLET	3500	VERSALIFT	11000

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ORDINANCE #69258
Board Bill No. 123

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to enter into agreements with Casa de Salud for the Needs Assessment project entitled Salud de Nuestra Población funded by the Missouri Foundation for Health, and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said agreement to fulfill the obligations of the agreement, and containing an emergency clause.

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

SECTION ONE: The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to enter into agreements with Casa de Salud for the Needs Assessment project entitled Salud de Nuestra Población funded by the Missouri Foundation for Health, and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said agreement to fulfill the obligations of the agreement.

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

Approved: October 29, 2012

ORDINANCE #69259
Board Bill No. 138

An ordinance establishing stop site for all northbound and southbound traffic traveling on Texas Avenue at Crittenden Street and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all northbound and southbound traffic traveling on Texas Avenue at Crittenden Street. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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

Approved: October 29, 2012

ORDINANCE #69260
Board Bill No. 156

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a First Supplemental Appropriation in the total amount of Four Million Dollars (\$4,000,000) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into the Airfield, Building and Environs Projects Ordinance 69091, approved February 13, 2012, for payment of costs authorized therein; and containing an emergency clause.

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

SECTION ONE. There is hereby authorized a First Supplemental Appropriation in the total amount of Four Million Dollars (\$4,000,000) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into the Airfield, Building and Environs Projects Ordinance 69091, approved February 13, 2012, for payment of costs authorized therein.

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

Approved: October 29, 2012

ORDINANCE #69261
Board Bill No. 162

An ordinance approving the Petition of various owners of certain real property to establish the Grand Center Area Community Improvement District; establishing the Grand Center Area Community Improvement District; finding a public purpose for the establishment of the Grand Center Area Community Improvement District; and containing a severability clause and an emergency clause.

WHEREAS, Mo. Rev. Stat. § 67.1400 et seq. (the “Act”) authorized the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

WHEREAS, the petition (the “Petition”) signed by the property owners in the Grand Center area, hereinafter described, has been filed with the City, requesting formation of a Community Improvement District; and

WHEREAS, the Register of the City of St. Louis did review and determine that the Petition substantially complies with the requirements of the Act; and

WHEREAS, such public hearing, duly noticed as required by the Act, was held at _____ on _____, 201_, by the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the property owners, residents, and persons engaging in business or visiting the Grand Center area, and the public in general will benefit by the establishment of said Grand Center Area Community Improvement District.

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

SECTION ONE.

(a) A Community Improvement District, to be known as the “Grand Center Area Community Improvement District” (hereinafter referred to as the “District”), is hereby established within a 9-block area to receive services, benefits, and assessments as set forth in the Petition attached hereto as Appendix A and incorporated herein by reference.

(b) The District boundaries are set forth on the map in Appendix A and are described as follows:

A tract of land being all of Blocks 1054, 1055, 1056, 1057, 1060, 1061, 1062 and part of Blocks 2287 and 2288 of the City of St. Louis, together with parts of adjoining streets and alleys, said tract of land being bounded on the North by the centerline of Delmar Boulevard, on the East by the centerline of Josephine Baker Boulevard (formerly Channing Avenue) on the South by Olive Street, and on the West by Spring Avenue, and being more particularly described as follows:

Beginning at the intersection of the centerline of Spring Avenue, 80 feet wide, as relocated and widened, with the centerline of Delmar Boulevard, 80 feet wide; thence Southeasterly along said centerline of Delmar Boulevard a distance of 1,612 feet more or less to an angle point in said centerline; thence continuing Southeasterly along the centerline of said Delmar Boulevard a distance 592 feet more or less to its intersection with the centerline of said Josephine Baker Boulevard; thence Southerly along said centerline of Josephine Baker Boulevard a distance of 1,033 feet to its intersection with the centerline of Locust Boulevard, 60 feet wide; thence West along the centerline of Locust Boulevard a distance of 30 feet; thence South along the Southern prolongation of the West line of said Josephine Baker Boulevard and along the East line of Lot “B” of HOTEL IGNACIO SUBDIVISION, a subdivision recorded in Book, 201 10304 page 033 of the City of St. Louis Records, a distance of 120.5 feet to an angle point; thence East a distance of 60.00 feet; thence continuing along the East line of said Lot “B” and its Southern prolongation South a distance of 129.13 feet more or less to its intersection with the Southeastern prolongation of the centerline of said Olive Street; thence Northwest along the Southeastern prolongation of the centerline of Olive Street and along the centerline of Olive Street a distance of 2,295 feet more or less to its intersection with the centerline of said relocated and widened Spring Avenue; thence Northwesterly along the centerline of said Spring Avenue and along a curve to the left having a radius of 200 feet an arc distance of 154 more or less to a point of tangency; thence continuing along said centerline Northwesterly a distance of 27.63 feet to a point of curve; thence continuing along said centerline and along a curve to the right having a radius of 315 feet an arc distance of 259 feet more or less to a point of tangency;

thence continuing Northwesterly along said centerline a distance of 291 feet more or less to an angle point in said centerline; thence continuing Northwesterly along said centerline a distance of 432 feet more or less to the point of beginning.

SECTION TWO.

(a) The District is authorized by the Act to use any one or more of the assessments or other funding methods specifically authorized by the Act to provide funds to accomplish any power, duty or purpose of the District.

(b) The District is authorized by the Act to establish different classes of real property within the District for purposes of special assessments. The levy rate for special assessments may vary for each class or subclass based on the level of benefit derived from services or improvements funded, provided, or caused to be provided by the District.

(c) The District is authorized by the Act and the Petition to assess and collect annual special assessments based on lot gross square footage.

(d) The District is authorized by the Act and the Petition when approved by the Board of Aldermen to assess and collect annual yearly special assessments, not to exceed the rates described below, as follows:

(i) At a rate Per Square Footage of Lot \$0.26, except in the case of single family owner occupied buildings which shall be \$500.00 total (without regard to square footage), each as adjusted annually to reflect the annual percentage increase in the Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average for all items (prepared by the United States Department of Labor, Bureau of Labor Statistics), or 3 percent, whichever is less.

(ii) Special assessments may be levied beginning in 2012.

(iii) The special assessments levied and collected by the District represent the costs of the services and improvements described in the Petition to each property owner within the District. Each property owner's special assessment shall represent that owner's share of the benefit and the cost of such services and improvements.

(e) Notwithstanding anything to the contrary, the District shall have no power to levy any tax, but shall have only the power to levy special assessments in accordance with the Act.

SECTION THREE. The District is authorized by the Act, at any time, to issue obligations for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part of any combination of the revenues of the District and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the District, and if issued by the District, shall bear such date or dates, and shall mature at such time or times, but not more than 20 years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Mo. Rev. Stat. § 108.170. The District is also authorized to issue such obligations to refund, in whole or in part, obligations previously issued by the District.

SECTION FOUR.

(a) Pursuant to the Petition, the District shall be administered by the Grand Center Area Community Improvement District, Inc., a Missouri not-for-profit corporation.

(b) Pursuant to the Act, the fiscal year for the District shall be the same as the fiscal year of the City of St. Louis.

(c) No earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, the Grand Center Area Community Improvement District, Inc. shall submit to the Board of Aldermen a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than 60 days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements but shall only be recommendations.

(d) The Grand Center Area Community Improvement District, Inc. shall hold an annual meeting for the District and adopt an annual budget no later than 30 days prior to the first day of each fiscal year.

SECTION FIVE. The District is authorized by the Act to use the funds of the District for any of the improvements and activities authorized by the Act.

SECTION SIX. Pursuant to the Act, the District shall have all the powers necessary to carry out and effectuate the purposes of this act as set forth in the Act.

SECTION SEVEN. Within 120 days after the end of each fiscal year, the District shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the board of the District during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen.

SECTION EIGHT. The term for the existence of the District begins on the date this ordinance is enacted by the Board of Aldermen, and ends five years thereafter.

SECTION NINE. Pursuant to the Act, the Board of Aldermen shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the financial burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the District and areas not so included.

SECTION TEN. The Register shall report in writing the creation of the Grand Center Area Community Improvement District to the Missouri Department of Economic Development.

SECTION ELEVEN. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

SECTION TWELVE. Being necessary for the immediate preservation of the public health, welfare and safety, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

Appendix A

PETITION TO ESTABLISH THE GRAND CENTER AREA COMMUNITY IMPROVEMENT DISTRICT
(Is on file with the Register of the City of St. Louis.)

Approved: October 29, 2012

ORDINANCE #69262 Board Bill No. 157

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, authorizing the Mayor and the Comptroller of The City of St. Louis (the "City"), with the recommendation of the Director of Airports, to accept, enter into, and execute on behalf of the City, the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), grant agreements offered by the United States of America (the "Grant Agreements"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreements to provide for the reimbursement or payment to the City for the United States of America's share of eligible costs incurred at the Airport for City approved public works and improvement programs and other City approved Airport programs or projects; authorizing the Director of Airports to make such applications, to provide such data, and to take whatever action necessary to seek federal funds under the Airport Improvement Program, the Passenger Facility Charge Program, or other federal programs on behalf of the Airport; containing a severability clause and an emergency clause.

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

SECTION ONE. The Mayor and the Comptroller of The City of St. Louis (the "City"), with the recommendation of the Director of Airports, are hereby authorized to accept, enter into, and execute on behalf of the City, the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), and in the City's best interest, grant agreements offered by the United

States of America (the "Grant Agreements"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreements to provide for the reimbursement or payment to the City for the United States of America's share of eligible costs incurred at the Airport for City approved public works and improvement programs and other City approved Airport programs or projects.

SECTION TWO. The Director of Airports is hereby authorized to make such applications, to provide such data, and to take whatever action necessary to seek federal funds under the Airport Improvement Program, the Passenger Facility Charge Program, or other federal programs on behalf of the City for the Airport.

SECTION THREE. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section 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 or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

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

Approved: October 29, 2012

ORDINANCE #69263
Board Bill No. 161
Committee Substitute

An Ordinance pertaining to solicitation on highway entrance and exit ramps within the City of St. Louis; amending Section One, Part 829.060 (e) of Ordinance 57831, approved April 19, 1979 codified in Section 17.20.070 (E) of the Revised Code of the City of St. Louis, adding new sections pertaining to the same subject matter and containing a severability and emergency clause.

WHEREAS, the safety of pedestrians is of vital importance; and

WHEREAS, the conduct of soliciting on highway entrance and exit ramps places pedestrians in danger of being struck by vehicles exiting the highway; and

WHEREAS, the conduct of pedestrians venturing into vehicular traffic on highway entrance and exit ramps interferes with the free flow of traffic and raises traffic safety and traffic congestion concerns; and

WHEREAS, highway entrance and exit ramps are not traditional public forums, and traditional public forums continue to exist within the City of St. Louis.

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

SECTION ONE. Adding a new definition for "Controlled Access Highway" under Title 17 of the Revised Code of the City of St. Louis and amending the definition of Street under Ordinance 57831, Section One, Part 820.480, codified as Section 17.02.510, in the Revised Code of the City of St. Louis:

17.02.295 – Controlled Access Highway.

"Controlled Access Highway" means a highway designed exclusively for unhindered, high-speed vehicular traffic, with all traffic flow and ingress/egress regulated by providing interchanges with only selected public roads. In the City of St. Louis these highways are I-44, I-70, I-64/40, and I-55.

"Street" means the entire width between the adjacent property lines of every way, including a controlled access highway, but not an alley, when any part thereof is open to the use of the public for the purpose of vehicular travel, also known as "highway".

SECTION TWO. Section One, Part 829.060 (e) of Ordinance 57831, approved April 19, 1979 codified in Section 17.20.070 (E) of the Revised Code of the City of St. Louis is hereby amended as follows:

E. It shall be unlawful for any pedestrian to enter upon or stand within twenty-five (25) feet of any portion of a controlled access highway including the entrance or exit ramp, except in a case of an emergency or when the pedestrian is traveling in a crosswalk located at the intersection of a street with an exit or entrance ramp and in accordance with traffic laws when vehicles are not within the crosswalk. The burden of proof of such emergency shall rest upon such pedestrian.

SECTION THREE. SEVERABILITY CLAUSE.

The Sections of this Ordinance shall be severable. In the event any Section of this Ordinance is found by a Court of competent jurisdiction to be unconstitutional, the remaining Sections of this Ordinance are valid unless the Court finds the valid Sections of this Ordinance so essentially and inseparably connected with, and so dependent upon the void Section, that it cannot presume that the legislature 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.

SECTION FOUR. EMERGENCY CLAUSE.

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

Approved: November 2, 2012

**ORDINANCE #62964
Board Bill No. 53
Committee Substitute**

An ordinance protecting the safety of pedestrians, cyclists, and motor vehicle occupants; containing definitions; prohibited activities; and a penalty clause.

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

SECTION ONE: Definitions.

A. "Bicyclist" means any device propelled by human power upon which a person may ride, having two tandem wheels except scooters and similar devices.

B. "Pedestrian" means

(a) A person who is on foot; or

(b) A person who is using any means of conveyance propelled by human power other than a bicycle; or

(c) A person who is using an electric personal assistive mobility device; or

(d) A person who is operating a self-propelled wheelchair, motorized tricycle, or motorized quadricycle to act as a pedestrian and, by reason of physical disability, is otherwise restricted in movement as or unable to move about on foot.

C. "Motor Vehicle" means every device, in, upon, or by which any person or property is or may be transported or drawn upon a roadway, excepting motorized bicycles and devices moved by human power or used exclusively upon rails.

D. "Motor Vehicle Occupant" means all persons within a motor vehicle, whether the driver who is driving the motor vehicle, the person in actual physical control of the motor vehicle, or a passenger not driving or in actual physical control of the motor vehicle.

SECTION TWO: Prohibiting the endangerment of pedestrians and bicyclists.

A person commits the offense of endangerment of a pedestrian, bicyclist or motor vehicle occupant if the person:

(1) Throws an object, directs a projectile, or operates a vehicle (whether motorized or not) at or in the direction of any person riding a bicycle, walking, running or operating a wheelchair for the purpose of frightening, disturbing or injuring the person;

or

(2) Threatens any person riding a bicycle, walking, running or operating a wheelchair or occupying a motor vehicle for the purpose of frightening or disturbing that person; or

(3) Knowingly places a person riding a bicycle, walking, running or operating a wheelchair or occupying a motor vehicle in apprehension of immediate physical injury; or

(4) Knowingly engages in conduct that creates a risk of death or serious physical injury to a person riding a bicycle, walking, running or operating a wheelchair, or occupying a motor vehicle.

SECTION THREE. Penalty Clause.

Any person who violates the provisions of this chapter shall be subject to of a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) or a term of imprisonment not more than ninety (90) days or both a fine and term of imprisonment.

Approved: November 2, 2012

**ORDINANCE #69265
Board Bill No. 114**

An ordinance recommended by the Port Authority Commission of the City of St. Louis authorizing and directing the Mayor and the Comptroller of the City of St. Louis to enter into a second amendment to lease (hereinafter "Second Amendment to Lease" and attached as Exhibit 1) by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller, and ACL Transportation Services LLC, (hereinafter called "Lessee").

WHEREAS, pursuant to the lease dated July 20, 2010 (hereinafter "Lease" and attached as Exhibit A), Lessee leased and let from Lessor certain mooring and easement privileges, more specifically described in Section 1 of the Lease; and

WHEREAS, on May 14, 2012 Lessor and Lessee entered into an amendment to lease (hereinafter "First Amendment to Lease" and attached as Exhibit B), authorizing additional leased mooring privileges; and

WHEREAS, Lessor and Lessee desire to further amend the leased mooring privileges, as more particularly described in the Second Amendment to Lease; and

WHEREAS, the Board of Aldermen finds that the provisions of the Second Amendment to Lease, attached as Exhibit 1 hereto (including its attached Exhibit A and Appendix A and Exhibit B) and incorporated herein by reference as if fully set out, are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with public purposes.

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

SECTION ONE. Findings. The Board of Alderman hereby adopts the foregoing recitals as findings.

SECTION TWO. The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to enter into the Second Amendment to Lease with Lessee which shall read in words and figures in substantially the form attached hereto and incorporated by reference herein as Exhibit 1 (including its attached Exhibit A and Appendix A and Exhibit B).

Exhibit 1

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (hereinafter "Second Amendment") is made and entered into as of this ____ day of _____, 20__, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller, and ACL Transportation Services LLC, (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, pursuant to the Lease dated July 20, 2010 (hereinafter "Lease" and attached as Exhibit A and Appendix A),

Lessee leased and let from Lessor certain mooring and easement privileges, more specifically described in Section 1 of the Lease, as attached; and

WHEREAS, on May 14, 2012 Lessor and Lessee entered into an Amendment to Lease (hereinafter "First Amendment" and attached as Exhibit B), authorizing additional leased mooring privileges; and

WHEREAS, Lessor and Lessee desire to further amend the leased mooring privileges, as more particularly described herein; and

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. Section 1 of the Lease is amended to strike, "Beginning at the center line of Holly Avenue and for a distance of 2,630 feet upstream and 1,000 feet downstream for a total of 3,630 feet of mooring space" and in lieu thereof, insert the following:

"Beginning at the center line of Holly Avenue and for a distance of 2,630 feet upstream and 2,000 feet downstream for a total of 4,630 feet of mooring space."

2. Section 3 of the Lease is amended to strike, "An annual rental of Fifty Seven Thousand One Hundred Seventy Two Dollars and Fifty Cents (\$57,172.50) payable annually in advance" and in lieu thereof, insert the following:

"An annual rental of Seventy Two Thousand, Nine Hundred Twenty Two Dollars and Fifty Cents (\$72,922.50) payable annually in advance."

3. Except as modified by the terms of the Second Amendment, all other terms and conditions of the Lease and the First Amendment shall remain in full force and effect.

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

LESSEE:

ACL TRANSPORTATION SERVICES
LLC

by _____

LESSOR:

CITY OF ST. LOUIS, MISSOURI

by _____
Francis G. Slay, Mayor

by _____
Darlene Green, Comptroller

ATTEST:

by _____
City Register

APPROVED AS TO FORM ONLY

By _____
City Counselor

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

On this ____ day of _____, 20__ , before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement Amendment on behalf of the City of St. Louis under the authority of Ordinance No. _____ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

Exhibit A

LEASE AGREEMENT

This Agreement made and entered into as of the 20 day of July, 2012, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller and ACL Transportation Services LLC, (hereinafter called "Lessee").

WITNESSETH:

1. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to the Lessor, and the mutual covenants and agreements herein contained, the Lessor hereby leases and lets to said Lessee the following described mooring, to wit:

Beginning at the center line of Holly Avenue and for a distance of 1400 feet upstream and 1000 feet downstream for a total of 2400 feet of mooring space. Further, the City grants an easement to the Lessee to cross over City property on both sides of the floodwall and including the load up conveyor system and support of the system. The conveyor system crosses the concrete floodwall at a point 200 feet north of the center line of Holly Avenue.

It is further agreed that the Lessor will grant a license during the term of this lease to cross over the City property on both sides of the floodwall for maintenance purposes.

It is further agreed that the Lessor grants the right of access through the nearest existing opening in the floodwall and along the area between the floodwall and the river including the right of access from such areas to the mooring cells.

2. This Lease Agreement shall be for a period of ten (10) years, beginning on the 20 day of July, 2012, and terminating on the 19 day of July, 2020, with three (3) five year mutual options, each option to be exercised with the mutual consent of the Lessee and the Lessor's Port Authority Commission and Board of Public Service which consent may be withheld for any reason or no reason at all. Lessee must give six (6) months written notice to the Comptroller, Room 212, City Hall, St. Louis, Missouri 63103, prior to the expiration of this

agreement or any extension thereof, if it wished to exercise an option to extend the term for an additional five (5) year period.

3. For the rights and privileges herein granted, the Lessee agrees to pay the Lessor the following rental:

An annual rental of Thirty Seven Thousand, Eight Hundred Dollars (\$37,800) payable annually in advance.

The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A" STANDARD PROVISIONS, LEASES OF WHARF LAND AND MOORING RIGHTS", which is attached hereto and made a part hereof.

4. The above described areas shall be used for an intermodal bulk transfer facility.

5. All other matters governing this lease as well as rents are set forth in said

APPENDIX "A".

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease Agreement.

LESSEE:

ACL TRANSPORTATION SERVICES
LLC

LESSOR:

THE CITY OF ST. LOUIS

By: [Signature]
Title: VP/GM North Division

ATTEST:

[Signature]
Mayor

[Signature]

Comptroller

ATTEST:

[Signature]
City Register

APPROVED AS TO FORM, ONLY:

[Signature]

City Counselor

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

John Zukie ← On this 29th day of Sept, 2010, before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement on behalf of the City of St. Louis under the authority of Ordinance No. 66681 and acknowledge said instrument to be the free act and deed of the City of St. Louis.

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

Michele L. Graham

Notary Public

My Commission Expires:



MICHELE L. GRAHAM
My Commission Expires
March 23, 2011
St. Louis City
Commission #07423574

(SEAL)

Indiana
STATE OF MISSOURI)
County of Clark) SS
CITY OF ST. LOUIS)

On this 20 day of July, 2010 before me, a Notary Public in and for the City of St. Louis, Missouri, appeared Bill Foster who, being sworn, did say that he is VP/GM No. Div. of ACL Transportation Services LLC and that said Lease Agreement was signed in behalf of said company by authority of instrument to be the free act and deed of said company.

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

Gaye Decker

Notary Public

My Commission Expires:



(SEAL)

APPENDIX "A"
STANDARD PROVISIONS
LEASES OF WHARF LAND AND MOORING RIGHTS

1. The base rate of \$0.0750 (current adjusted base rate \$0.1575) per square foot of land and \$7.50 (current adjusted base rate \$15.75) per linear foot of mooring may be adjusted at five year intervals beginning January 1, 2014, upon recommendation of the Port Commission and approval of the Board of Public Service. No such recommendation may be made by the Port Commission unless within 180 days before January 1 on which the adjusted rates are to become effective, the Port Commission shall conduct a public hearing with due notice to the public and to the users of City owned land and mooring rights. The maximum adjustment which can be recommended and approved shall be twenty-five percent (25%) of the base rates set out in the first sentence of this section. Each adjustment shall be added to the base rate plus any previous adjustments and the resultant rate shall be called the current adjusted base rate. If the recommended adjustment to the base rate by the Board of Public Service is in excess of fifteen percent (15%), the recommended raise of rate shall be approved by resolution of the Board of Aldermen. If the Board of Aldermen fails to act before the effective date of the rate increase, the rate then shall be automatically adjusted by fifteen percent (15%).

2. The mooring area or Leased Premises shall be used by Lessee only for purposes consistent with the lawful use of said area. Structures or major alterations shall be made in accordance with plans and specifications approved by Lessor through the Board of Public Service. Upon the expiration, termination, or cancellation of this Lease, the Lessee shall remove all and any vessels, boats, watercraft or other practical movable structures

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from the Leased Premises and mooring area, without expense to the Lessor. In the event said vessels, boats, watercraft or other practical movable structures are not removed within ninety (90) days after receipt of notice by the Lessee, the Lessor may take possession of said vessels, boats, watercrafts or other practical movable structures or may cause same to be removed at the expense of the Lessee.

Written notice when required shall be deemed to be sufficient and delivered when deposited in the certified U.S. mail and sent to Lessee's last known address.

3. Definitions. As used in this Lease, the following terms shall have the meaning specified herein:

(1) The term "City" shall mean The City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter, the Constitution and laws of the State of Missouri.

(2) The term "Discharge" shall have the meaning ascribed to such term by §311(a)(2) of the Clean Water Act, 33 U.S.C. 1321(a)(2);

(3) The term "Environmental Law" shall mean any international, foreign, federal, state, regional, county, local, governmental, public or private statute, law, regulation, ordinance, order, consent decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention or other requirement, pertaining to protection of the environment, health or safety of person, natural resources, conservation, wildlife, waste management, any Hazardous Material Activity (as hereinafter defined), and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and

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Reauthorization Act (SARA) of 1986, 42 U.S.C. 9601 et seq.; Solid Waste Disposal Act (SWDA) of 1965, 42 U.S.C. 6901 et seq., as amended by the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984; Federal Water Pollution Control Act (Clean Water Act) of 1948, 33 U.S.C. 1251 et seq, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987; Air Pollution Control Act of 1955, 42 U.S.C. 7401 et seq, as amended by the Clean Air Act of 1990; Toxic Substances Control Act (TSCA) of 1976, 15 U.S.C. 2601 et seq, as amended from time to time, and regulations promulgated thereunder; Occupational Safety and Health (OSH) Act of 1970, 29 U.S.C. 651 et seq, as amended from time to time, and regulations promulgated thereunder; Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, 42 U.S.C. 11001 et seq, as amended by the Debt Collection Improvement Act (DCIA) of 1996; National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. 4321 et seq., as amended from time to time, and regulations promulgated thereunder; and any similar or implementing state law, and all amendments, rules, regulations, guidance documents and publications promulgated thereunder;

(4) The term "Hazardous Material" as used in this Lease shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated byphenyls, petroleum (including crude oil or any fraction thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated by any Environmental Law;

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(5) The term "Improved Wharf" shall mean Improved Wharf as defined in Section 21.08.060 of the Revised Code of the City of St. Louis;

(6) The term "Infectious Waste" shall mean any substance designated or considered to be an Infectious Waste pursuant to any Environmental Law;

(7) The term "Lease" shall mean the Lease Agreement to which this Appendix A is attached together with any Exhibits and together with this Appendix A, and any amendments thereto;

(8) The term "Lease Agreement" shall mean the lease agreement, including amendments thereto, to which this Appendix A is attached;

(9) The term "Leased Premises" shall mean the leased premises and/or mooring area or leased area as defined in Section One (1) or other Sections, of the Lease Agreement;

(10) The term "Oil" shall mean any substance designated or considered to be an oil pursuant to any Environmental Law;

(11) The term "Port Commission" shall mean the Port Authority Commission of the City of St. Louis;

(12) The term "Solid Waste" shall mean any substance designated or considered as a solid waste pursuant to any Environmental Law.

4. During the Term of this Lease or renewal or extension thereof, the Lessee agrees to abide by all City Ordinances; Executive Orders; State Laws; Federal Laws; Coast Guard, Corps of Engineers, and any other properly applicable governmental regulatory requirements, including, but not limited to, any and all such provisions regulating and/or relating to the: (1) transportation, storage, use, manufacture, disposal, discharge, release or spilling of Hazardous Material; (2) transportation, storage, use, recovery, disposal, discharge, release or spilling of Oil; (3) Discharge of effluents, pollutants and/or toxic

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pollutants to either publicly owned treatment works or directly to waters of the United States or tributaries thereof; (4) emissions, release or discharges of pollutants and/or other substances into the air or land; (5) transportation, storage, treatment, disposal, discharge, and release or spilling of Infectious Waste; (6) transportation, storage, treatment, recycling, reclamation, disposal, discharge, and release or spilling of Solid Waste; and (7) transportation, storage, or disposal of waste tires, used white goods and other appliances, waste oil, and/or used lead-acid batteries. Violation of any provision of federal or state law or City ordinance by Lessee shall be considered a breach of the Lease Agreement between Lessee and the City for which the City, at its sole option, may terminate the Lease. In addition, Lessee shall call to the attention of the proper enforcement authorities, any violation of any federal or state law or local ordinance occurring on the Leased Premises of which Lessee has actual knowledge. Failure to do so on the part of the Lessee shall be considered a breach of this Lease for which the City, at its sole option, may terminate the Lease.

Should Lessee's operation on the Leased Premises violate any provision of federal and/or state laws or regulations, Lessee shall, immediately upon becoming aware of the existence of such violation, notify the Port Commission and undertake whatever action is necessary to remedy the violation and comply with the applicable provision(s), including but not limited to the institution of legal proceedings seeking an injunction in a court of competent jurisdiction. Should Lessee fail to remedy the violation, the City may notify Lessee of its intent to undertake remedial action. If Lessee fails to then institute reasonable remedial action within ninety-six (96) hours of receiving said notice, the City may take whatever action is necessary to bring

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the Leased Premises into compliance. In the event that the City remedies any such violation or remediates an environmental condition at the Leased Premises, the Lessee shall reimburse the City for all costs incurred by the City in remedying such violation, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, and costs of testing, remediation, removal and disposal.

5. Lessee agrees to hold Lessor harmless from and to defend the Lessor from any and all claims for injuries or damages resulting from or arising out of Lessee's use of the Leased Premises or mooring area described herein; furthermore Lessee will at all times during the Term of this Lease at its own cost, and for the benefit of the City, protect the City with Public Liability and Property Damage Insurance, issued in the name of Lessee and naming the City and Port Commission as additional non-contributing named insureds, covering each person up to One Million Dollars (\$1,000,000) with an overall limit as to all persons for each occurrence of Three Million Dollars (\$3,000,000) as well as coverage of Three Million Dollars (\$3,000,000) for property damage, approved by the City Counselor as to form and by the Comptroller as to surety and reserving the right of recovery by the City in the event of damage to City owned property.

Included in the insurance policy shall be coverage requiring immediate removal of the vessel when the vessel is damaged or sunken from any cause whatsoever. This clause shall be expressed as a specific warranty by the insurance company regardless of cause.

Lessee, and its successors and assigns, shall forever indemnify, defend and hold harmless, the City of St. Louis, the Port Commission, its governing members, directors, officers, agents, attorneys, employees, independent contractors, and

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successors and assigns, from and against all claims, without limitation, damages, punitive damages, liabilities, losses, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys fees, paralegal fees and litigation expenses, arising from: (i) any Hazardous Material activity by Lessee, its successors or assigns, or at the Leased Premises; (ii) the operation of any applicable Environmental Law against Lessee or Leased Premises; (iii) any environmental assessment, investigation, and environmental remediation expenses; (iv) the violation at the Leased Premises or by Lessee of any applicable Environmental Law; or (v) any third party claims or suits filed or asserted.

Promptly after receiving notice, the Lessee, and its successors or assigns, shall pay all costs and expenses incurred by Lessor and its successors and assigns to enforce the provisions of this indemnification, including without limitation, attorney and paralegal fees and litigation expenses. The obligations of Lessee under this Section Five (5) and this indemnification shall survive the termination of this Lease and shall remain in force beyond the expiration of any applicable statute of limitations and the full performance of Lessee's obligations hereunder.

Lessee shall be required to purchase and maintain environmental impairment liability insurance, during the term of this Lease, in the amount of Three Million Dollars (\$3,000,000.00), or such other amount as shall be determined solely by the Port Commission, and naming the City of St. Louis as an additional primary, non-contributing insured, if:

(1) at any time more than the reportable quantity of a Hazardous Material, Oil or Infectious Waste will be stored or otherwise present on the Leased Premises in any form whatsoever,

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including in any type of container(s) (including, but not limited to, drums, barrels, boxes, bags, tank trucks or trailers, rail cars or storage tanks, whether above or below ground);

(2) Lessee is required by federal or state law and/or regulation, as a result of or in connection with Lessee's operations on the Leased Premises, to obtain a permit for (a) any Discharge of effluents, pollutants, toxic pollutants or other substances into waters of the United States, tributaries thereof, sewer systems and/or publicly owned treatment works; (b) any Discharges of effluents, pollutants or toxic pollutants to a sewer system and/or publicly owned treatment works subsequent to pretreatment thereof; (c) any emission, release or Discharge of pollutants or other substances into the air or land; (d) treatment, storage or disposal of Hazardous Waste(s); (e) treatment, storage or disposal of Infectious Waste(s); (f) treatment, storage, processing, management, recycling or disposal of Solid Waste(s); (g) operation of a waste tire site or waste tire processing facility; or (h) placement of fill or dredged material into the waters of the United States or onto adjacent property;

(3) Lessee is required by Environmental Laws or is otherwise required to obtain a hazardous waste generator identification number from either the federal or a state government;

(4) Lessee engages in the recycling, recovery or reclamation of Solid Waste and/or Hazardous Material on the Leased Premises;

(5) Lessee engages in the manufacture of hazardous, extremely hazardous, or toxic substances, or Hazardous Material, in, on, or about the Leased Premises.

The environmental impairment liability insurance required pursuant to the terms of this Section Five (5) shall provide

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coverage for unexpected and unintended liability, damages and injuries arising or resulting from sudden and accidental, continuous or repeated Discharges, spills and releases, into or onto the air, water, soil, sewer system or similar media, of any hazardous substance, Hazardous Material, pollutant, toxic pollutant, extremely hazardous substance, toxic substance, Infectious Waste, Solid Waste, or similar material or substance, which disposal, Discharge, release or spill occurs in, on, from, or about the Leased Premises.

Any insurance policy which Lessee is required to obtain pursuant to the provisions of this Section Five (5) shall provide that said policy may not be canceled except upon the giving of thirty (30) days notice of such cancellation to the Comptroller's Office and the Port Commission. Furthermore, any policy limit requirements for any insurance policy which Lessee is required to obtain pursuant to this Section Five (5) may be increased and adjusted upon recommendation and approval of the Board of Public Service. In the event that any policy which Lessee is required to obtain pursuant to the provisions hereof is canceled by the insurer or has an expiration date prior to the expiration of the Term of this Lease, Lessee shall be required to obtain replacement insurance, and provide proof thereof to the Comptroller's Office and the Port Commission, prior to the date that the cancellation or expiration becomes effective. Failure to do so shall be considered a breach of this Lease. The Lessee shall notify or cause the insurance company to notify the Comptroller's Office and the Port Commission of the renewal of all insurance required pursuant to the provisions of this section or of the cancellation of same. Failure to do so shall be considered a breach of this Lease.

For any type of insurance, Lessee is required to provide, pursuant to this Section Five (5), certificates evidencing such

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insurance and copies of the policy governing such insurance to the Comptroller's Office and to the Port Commission before the Lease is issued, and shall file replacement certificates of insurance and policies at least fifteen (15) days prior to the expiration of any original or replacement certificates. Lessee shall maintain said insurance coverage during the life of this Lease, and any renewal or extension thereof, and shall provide proof of same within five (5) days of request by the City or the Port Commission. If Lessee, at any time during the Term of this Lease after execution of this Lease, commences engagement in any of the activities or is required to obtain any permit or number referenced in subparagraphs (1) through (5) of this Section Five (5), Lessee shall furnish such certificates and policy copies to the Comptroller and to the Port Commission prior to engaging in any such activities or obtaining any such permit or number. Failure to do so shall be considered a breach of this Lease.

6. Upon the nonpayment of the rent due under the Lease at the time when the same becomes due, or upon the nonperformance by the Lessee of any of the provisions or requirements under the Lease, the Lessor, at its election, may terminate this Lease, provided that the Lessee shall, after notice of nonpayment, breach or default, have thirty (30) days to cure any such nonpayment, and ninety (90) days to cure any such other breach, unless the provisions hereof provide either that a specified breach is grounds for immediate termination of the Lease or that failure to cure within a specified time frame of less than thirty (30) days is grounds for immediate termination (such as violating a statute or other law). The failure and omission of the Lessor to declare this Lease forfeited upon the breach or default of said Lessee in the payment of said rents as the same become due, or the nonperformance of any of the substantive covenants to be performed by the Lessee, shall not operate to bar, abridge, or

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destroy the right of the Lessor to declare this Lease null and void upon any subsequent breach, forfeiture or cause therefore by the Lessee.

7. Lessee agrees to pay *ad valorem* taxes on boats, vessels, aircraft or watercraft and on operation of same that may be moored on said Leased Premises or involved in any operations within said Leased Premises, including all other owned property and equipment, and it is agreed that the Lessee will not deny the authority of the proper assessing agency to assess *ad valorem* taxes on said improvements. Further, Lessee agrees to pay any and all taxes, fees and assessments due on any other aspect of Lessee's business operations or improvements within the Leased Premises. The Lessee reserves the right to question the amount of such assessment in any court of competent jurisdiction or other tribunal established by law to correct the valuation of the property on which the assessment of such tax is based. Failure to pay *ad valorem* and/or other taxes, fees and/or assessments due as and when due, whether or not such taxes, fees and/or assessments are appealed, shall be considered a breach of the terms of this Lease. All barges In Transit shall be exempt from the payment of taxes, fees and/or assessments. "In Transit" shall mean moored at the Leased Premises for not more than seven (7) calendar days in any 365-day period.

8. If the Lessee remains in possession of the Leased Premises after the expiration of the Term for which it is leased and the Lessee pays rent and the Lessor accepts said rent, such possession shall be construed as creating a month to month tenancy and not a renewal or extension of this Lease, but such month to month tenancy shall not continue for more than one (1) year. If the Lessee continues to occupy the Leased Premises on a month to month basis following the expiration of the Lease Term, Lessee's obligations under the Lease shall continue in full force

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and effect for the duration of Lessee's occupancy of the Leased Premises. Any such month to month tenancy may be terminated by Lessor at any time.

9. The Lessor reserves the right to modify, amend, or cancel this Lease as set forth in Section Ten (10) hereof in the event any portion of the Leased Premises is needed for any municipal purpose, which shall include, but is not limited to, right of way, sewer, Floodwall or Floodwall construction or repair, any other necessary or reasonable municipal purposes or use, and/or economic development in the Port District as defined by the Lessor in Lessor's sole discretion.

10. In the event that any portion of the Leased Premises or mooring area shall be needed for any municipal purpose as set forth in Section Nine (9) above, the Lessor shall have the right to modify, amend, or cancel this Lease upon one (1) year's written notice thereof to Lessee (or, in the case of an emergency, the existence of which shall be determined in Lessor's reasonable discretion, upon no less than fourteen (14) days' notice) and to eliminate from the Leased Premises such portion of the Leased Premises or mooring area as shall be needed for such purpose, which portion may include all of such Leased Premises or mooring area. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such termination or modification, other than as set forth in Section Eleven (11) below. Written notice when required shall be deemed to be sufficient and delivered when sent by Certified U.S. Mail to Lessee's last known address.

11. If this Lease is amended or modified under the provisions of Sections Nine (9) and/or Ten (10), the current rent shall be adjusted in direct proportion to the change made in the Leased Premises. Lessee shall have the right to terminate this

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Lease without penalty by written notice within ninety (90) days after Lessor sends the notice to amend provided by Section Ten (10) if Lessee determines, in Lessee's sole discretion, that the portion of the Leased Premises which will remain after the elimination of the portion to be used for municipal purposes is not suitable to the Lessee. Lessee hereby acknowledges and agrees all other provisions of this Lease shall remain in effect for the duration of the Term for that remaining portion of the Leased Premises not used for municipal purposes under Sections Nine (9) and Ten (10). Lessee hereby acknowledges and agrees that the Lease shall be deemed terminated with respect to the portion of the Leased Premises eliminated pursuant to the notice referenced in Section Ten (10) above on the one-year anniversary of the date of the notice referenced in Section Ten (10) above, provided, however, that in the case of an emergency as described in Section Ten (10) above, the Lease shall be deemed terminated on the date specified in the notice.

12. In the event this Lease is canceled, modified or amended under the provisions of Sections Nine (9) and/or Ten (10) hereof, the Lessor shall cause the Lessee to be reimbursed, in accordance with the provisions of this Section Twelve (12), for the cost of capital improvements the Lessee has made and paid for on the Leased Premises pursuant to the written approval of the Board of Public Service including any such approved improvements in place on the commencement date of this Lease and made and paid for by Lessee during any prior lease term, **provided, however,** that Lessor shall not cause the Lessee to be reimbursed for any capital improvements: (a) the cost of which is or was expressly invoiced to the Lessee's customers via a separate surcharge for such improvements on any such customer's bill; or (b) removable from the Leased Premises and reusable at another location. It is agreed and understood that the term capital

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improvements shall not include wharf boats, vessels or other floating improvements. Lessee agrees that the amount of the anticipated profits shall not be a factor in the determination of any reimbursement. Furthermore, Lessee shall not be entitled to any reimbursement for any capital improvements during any period that Lessee remains in possession of the Leased Premises in a month to month tenancy after the expiration of the Term as described in Section Eight (8), above. No funds from the City of St. Louis general revenue shall be used for the purpose of providing any reimbursement required pursuant to this Section Twelve (12).

In the event that the rate/rates for service to Lessee's customer(s) has/have been increased expressly and by separate invoice line item to cover the cost of any capital improvement made by Lessee, Lessor and Lessee agree that the sum of all payments made by such customers with respect to such capital improvement and the terms of the financing for such capital improvement shall be taken into account in determining the Lessee's cost of the capital improvement.

13. The Lessee shall have the right to terminate this Lease upon service of one (1) year's written notice and the payment of an additional one (1) year's rental which shall accompany such notice. The payment of the additional year's rental shall not relieve Lessee of the obligation to pay the current year's rental as provided herein. In the event Lessee shall terminate pursuant to this Section Thirteen (13), no reimbursement shall be made by Lessor under Section Twelve (12).

14. Any sublease, transfer, sale or assignment of Lessee's rights or interests under this Lease, and/or change in corporate structure of Lessee are expressly prohibited unless and until the Board of Public Service, the Port Commission and the Board of Aldermen of the City of St. Louis approves such action. Failure

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to obtain such approvals before taking any such action shall be considered a breach of this Lease. If such action is so approved, all parts of this Lease are binding on any sublessee, assignee, successor, or new or modified corporate entity.

15. This Lease may be canceled at the option of the City, in the City's sole discretion, if, at any time during the Term of this Lease, the person or persons who on the date of execution of this Lease owns or own a majority of the Lessee's voting shares of stock, ceases or cease to own a majority of such shares, except if such change in ownership is the result of transfer(s) by inheritance, or the result of a public offering pursuant to the Securities and Exchange Act of 1934, as amended, or the result of merger of the Lessee into or consolidation with another corporation.

This Lease may be canceled at the option of the City, in its sole discretion, if the Lessee sells a majority of or all of the assets of the Lessee without Board of Public Service and Port Commission approval, which approval shall not be unreasonably withheld. If sale, transfer or assignment of Lessee's stock is approved, all parts of this Lease are binding on the purchaser, transferee or assignee. If the approvals described in this Section are obtained with respect to an action described in this Section, or if no such approvals are required with respect to an action described in this section, all parts of this Lease are binding on any sublessee, assignee, or new or modified corporate entity.

16. The Lessee agrees not to erect any barrier, fence or supporting structures or store any materials on the Floodwall itself or within twenty-five (25) feet of either side of the Floodwall. Notwithstanding any other provision of this Lease, the City and any lawfully designated agent or representative of the City shall retain the right to enter onto any portion of the

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Leased Premises and to alter any portion of the Leased Premises as may be reasonably necessary to install, inspect, maintain or repair the Floodwall and relief wells whenever the City or its lawfully designated agent or representative deems necessary, in the City's sole discretion. Lessee shall not alter or modify any portion of the Leased Premises that lay within fifty (50) feet of any Floodwall or relief well without the express written consent of the President of the Board of Public Service.

17. Any payment due pursuant to this Lease which is not timely paid shall be delinquent and shall bear interest from the date due at prime rate plus two (2) percent. Prime rate shall be that average rate as established by U.S. Bank N.A. or Bank of America N.A., or any successors or assigns of such Banks.

18. The Lessee shall not store, or allow the storage of, any garbage or trash on the Leased Premises or mooring area. Further, Lessee shall ensure that Lessee, Lessee's customers, and employees and/or guests of Lessee do not throw trash or any articles or materials of any sort whatsoever into the river or onto any portion of the Wharf, mooring area, or Leased Premises. Lessee shall be responsible for enforcing this prohibition. Lessee shall also be responsible for ensuring that the Leased Premises and the adjoining river are at all times neat and free of all trash, rubble, and debris, regardless of whether or not such trash, rubble, and debris was deposited by Lessee. The Lessee shall enforce this clause on any craft or vehicle servicing, or being serviced by, the Lessee. Lessee's failure to abide by the provisions of this section shall be considered a breach of this Lease.

The Lessee shall have responsibility for the housekeeping on the Improved Wharf immediately in front of the mooring area and Leased Premises. Failure to maintain this area as required by this Lease or to abide by any other City ordinances shall result in the

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cancellation of this Lease upon approval by the Board of Public Service and the Port Commission.

19. Upon execution of this Lease, the Lessee shall, at his own expense, have this Lease recorded by the City's Recorder of Deeds.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES.

Regarding any contract for work in connection with the improvement of any property included in the Leased Premises, the Lessee (which term shall include Lessee, any designees, successors and assigns thereof, any entity formed to implement a project in which the Lessee has a controlling interest), and Lessee's contractors and subcontractors shall include a clause requiring compliance with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination, and with all Executive Orders of the Mayor of the City St. Louis addressing participation by Minority Enterprises ("MBEs") and Women Business Enterprises ("WBEs") in City-assisted work. The Lessee and its contractor(s) shall not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or Executive Orders.

Further, Lessee agrees, for itself and for its successors and assigns, that Lessee shall not discriminate in any way on 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 the Leased Premises or any improvements erected or to be erected in or on the Leased Premises or any part thereof. Further, Lessee agrees, for itself and for its successors and assigns, to include covenants in each and every contract entered into by Lessee with respect to the improvement or operation of the Leased Premises to ensure such discrimination by any of Lessee's contractors is prohibited. The non-discrimination provisions embodied in this Section shall run with the land and shall be

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enforceable by the Port Commission, by the City, and by the United States of America, as their interests may appear. Lessee agrees that, if the improvement and use of the Leased Premises creates permanent jobs, it shall enter into a First Source Referral Agreement with the Saint Louis Agency on Training and Employment and the Port Commission for referral of Jobs Training Partnership Act-eligible individuals. Said Referral Agreement shall specify the number and types of jobs to be covered by the Referral Agreement, the target date for referrals to begin, and the procedure for referral.

21. On or within thirty (30) days before or after January 1 of each year, Lessee must present to the Port Commission a marine survey by a qualified marine engineer, acceptable to the Port Commission, attesting to the safety of all of the facilities operated by Lessee on, at or in the Leased Premises. Lessee's failure to provide such survey and/or failure of the survey to unequivocally assert that all such facilities are safe shall be considered a breach of this Lease.

22. All vessels must be moored in line parallel to the Floodwall and all mooring activities shall be conducted only pursuant to and shall comply in all respects with all applicable permits.

23. No auxiliary craft shall be moored to any craft or vessel subject to this Lease except for clear and explicit emergency public safety reasons, except as expressly permitted by the Coast Guard and Army Corps of Engineers, and except temporarily for maintenance purposes. Maintenance craft may be moored to another craft or vessel only during the actual time period when maintenance is taking place.

24. After notice to the Board of Public Service and the Port Commission, after submission to the Board of Public Service and the Port Commission of drawings and specifications signed and

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sealed by a licensed marine engineer, and after issuance of all applicable permits from all applicable City, state and federal regulatory agencies, Lessee shall have the right to install, or modify the installation or use of, deadmen and mooring cells on the bank adjacent to Lessee's mooring area and Leased Premises in accordance with said signed and sealed drawings and specifications and permits. Installations in existence on the date hereof shall be permitted to remain, but any and all modifications or replacement of such installations shall be subject to the requirements of this section.

Lessee shall have the right to ingress and egress to the mooring facilities over the land between the Floodwall and the Leased Premises.

25. Lessee accepts the property in "as is" condition, and, except as otherwise expressly stated elsewhere in this Lease, without any express or implied warranties of suitability, merchantability, fitness for a particular purpose or environmental fitness. The City and the Port Commission have made no representations or warranties, express or implied, and explicitly disclaims the same, concerning the absence of any pollution, contamination, Hazardous Material, Infectious Waste, Solid Waste, underground storage tanks, or hazardous building materials in, on or about the Lease Premises or its improvements, except as may be specifically and expressly stated elsewhere in this Lease.

26. Lessee shall not remove any underground or aboveground storage tanks located on the Leased Premises without first obtaining the written consent of the Port Commission, which consent shall not be unreasonably withheld. Any such removal shall be performed in accordance with any and all applicable laws, regulations and ordinances. During the term of this Lease or any extension thereto, Lessee shall not abandon an underground or aboveground storage tank in place, and Lessee shall remove or

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replace or repair any such tank within ninety (90) days of any discontinuation of use. Lessee shall not install any underground or aboveground storage tanks on the Leased Premises without first obtaining the permission of the Port Commission. Unless specifically stated elsewhere in this Lease, the Port Commission shall have absolute discretion to approve or deny a request by Lessee to install a new underground or aboveground storage tank. Notwithstanding the foregoing provision, where the Lessee proposes to replace an existing underground or aboveground storage tank with a new tank, the Port Commission shall not unreasonably withhold permission therefor.

27. Lessee must obtain the explicit written permission of the Port Commission prior to applying to an agency or agencies of the state and/or federal governments for a permit or license to:

- (1) treat, store or dispose of Hazardous Material(s);
- (2) treat, store or dispose of waste Oil;
- (3) treat, store, process, manage, recycle or dispose of Solid Waste(s);
- (4) operate a waste tire site or waste tire processing facility; or
- (5) manufacture Hazardous Material(s);

on all or any portion of the Leased Premises. Further, Lessee shall not apply for a permit or license to allow it to place, nor shall Lessee place, any fill or dredged material into the waters of the United States or tributaries thereof which are adjacent to or on the Leased Premises without first obtaining the explicit written approval of the Port Commission therefor. The Port Commission may, in its absolute and unfettered discretion, grant or deny approval for any activity referenced in this Section. Should the Port Commission deny permission for any such activity, Lessee shall abandon plans for such activity on, in or at the Leased Premises and shall not conduct such activity on, in or at the Leased

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Premises unless and until the Port Commission grants express written approval for such activity.

28. Upon the expiration or earlier termination of this Lease, Lessee shall quit and peacefully surrender the Premises to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Lessee shall leave and surrender the Leased Premises to the Lessor in the same condition in which the Leased Premises was at the commencement of this Lease, except as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease, and except for ordinary wear and tear. Upon such surrender, Lessee shall (a) remove from the Leased Premises all property which is owned by Lessee or third parties other than the Lessor and (b) repair any damage caused by such removal. Lessee further agrees and warrants that, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Premises to the City free of any and all Hazardous Material, Infectious Waste, Solid Waste (unless disposal of solid waste on the Leased Premises was specifically permitted by the terms of this Lease or a subsequent written document executed on behalf of, and authorized by, the Port Commission), pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises. Lessee shall, upon the expiration or earlier termination of this Lease, remove all product(s) or waste(s) stored in underground and aboveground storage tanks located on the Leased Premises which were installed or used during the term of the Lease. Upon termination or

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expiration of the Lease, Lessee shall also perform tank tightness testing on all underground and aboveground storage tanks and connecting piping, installed or used during the term of the Lease, and shall, upon request and at the sole discretion of the Port Commission, remove any tanks that were installed by Lessee pursuant to this Lease or a prior lease agreement between the City and the Lessee. Lessee shall also either remove or decontaminate any soil contaminated by leaks from storage tanks or connecting piping installed or used during the term of the Lease. Any such removal and/or decontamination shall be performed in accordance with any and all applicable laws, regulations and ordinances at Lessee's sole cost and expense, which obligation shall survive the expiration or termination of this Lease. In the event that Lessee fails to perform its obligations pursuant to this Section of the Lease, the City shall give Lessee notice of said failure within thirty (30) days of discovering the Lessee's default of its obligations under this section. If Lessee fails to fully comply with its obligations hereunder within thirty (30) days of such notice, the City may undertake any and all legal actions, including but not limited to, injunction and/or specific performance, as are necessary to bring the Leased Premises into compliance with the standards set out herein. In the event that the City is required to undertake actions to bring the Leased Premises into compliance with said standards, Lessee shall reimburse the City for all costs thereof, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, costs of testing, removal, and/or remediation, and disposal costs. The Lessee expressly agrees that the City may attach liens to any of Lessee's real and personal property located in the City of St. Louis in order to recover the City's costs of bringing the Leased Premises into compliance with the standards set out herein.

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29. Lessee shall, with respect to its use of the Leased Premises, periodically furnish the Port Commission with satisfactory proof that it is in full compliance with any and all federal and/or state laws and regulations and City ordinances relating to or concerning air quality, water quality, noise, hazardous or toxic materials, hazardous wastes, infectious wastes, solid wastes, underground storage tanks and hazardous building materials. Further, Lessor shall have the right to inspect any and all portions of the Leased Premises, including facilities or vehicles located thereon, at any time during normal business hours or at any time if Lessor has reason to believe that a violation of any federal or state law or City ordinance has occurred or is about to occur. Should Lessee fail to comply with this provision, the City, after reasonable notice, may terminate this Lease.

30. During the term of this Lease and any extension thereof, Lessee shall be prohibited from conducting gaming activities on, within or from the Leased Premises or mooring area, or on, within or from any vessel or other facility moored within the Leased Premises or mooring area, and Lessee shall be prohibited from taking any action (including, without limitation, application for a Gaming License, application for appropriate zoning classification, or any other action of any kind or nature) which is in any way related to any possible use of the mooring, docking or other rights granted to Lessee herein for gaming purposes of any kind, without the prior express written consent of the City and Port Commission.

31. The terms and conditions of this Lease shall be binding on Lessee's heirs, successors and assigns.

32. No expiration or early termination of this Lease shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any expiration or early termination. In the event of any such expiration or

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early termination, whether or not the Leased Premises or any part thereof shall have been relet, Lessee shall continue to pay to the Lessor the Base Rental and all other sums, amounts and charges required to be paid by Lessee during the Term of this Lease.

Except as otherwise expressly provided herein, this Lease and the rights of Lessor and the obligations of Lessee hereunder shall not be affected by: (i) any damage to or theft, loss or destruction of any of the Leased Premises, (ii) any default on the part of Lessee hereunder or under any Note, Mortgage, Assignment or any other agreement, (iii) any latent or other defect in any of the Leased Premises, (iv) any violation of any provision of this Lease by Lessor, (v) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up of, or other proceeding affecting, Lessee, (vi) the exercise of any remedy, including foreclosure, under any Mortgage or Assignment, (vii) any action with respect to this Lease (including the disaffirmance hereof) which may be taken by Lessee, any trustee, receiver or liquidator of Lessee or any court under the Federal Bankruptcy Code or otherwise, (viii) market or economic changes, or (ix) any other cause, whether similar or dissimilar to the foregoing, any present or future Law to the contrary notwithstanding.

In the event that either (a) Lessee's business fails to operate for any reason for any period in excess of ninety (90) days and Lessee fails to use due diligence to resume its operations, or (b) Lessee's business fails to operate for any reason for any period in excess of one-hundred eighty (180) days regardless of Lessee's due diligence, Lessor may terminate this Lease at the end of either such period. In the event that Lessee or any corporate entity or individual holding a majority of control over Lessee declares bankruptcy, Lessor may terminate

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this Lease unless such termination is expressly prohibited by a court of law.

33. This Lease, including any exhibits and this Appendix in their collective entirety, includes all the covenants and agreements between the Lessor and Lessee. This Lease and its exhibits and this Appendix can be changed, renewed, or extended only by amendment in writing signed by Lessor and Lessee and approved by the Port Commission and Board of Public Service, and only when such amendment is authorized by an ordinance enacted for that purpose. In no event shall the lease of wharf property be extended to cover a period of time exceeding a total of twenty-five (25) years as provided by City Charter Article I, Section 1(16).



AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") is made and entered into as of this 4th day of May, 2012, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller, and ACL Transportation Services LLC, (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, pursuant to the Lease dated July 20, 2010 (hereinafter "Lease" and attached as Exhibit A), Lessee leased and let from Lessor certain mooring and easement privileges, more specifically described in Section 1 of the Lease, as attached;

WHEREAS, Lessor and Lessee desire to amend the leased mooring privileges, as more particularly described herein; and

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. Section 1 of the Lease is amended to strike, "Beginning at the center line of Holly Avenue and for a distance of 1400 feet upstream and 1000 feet downstream for a total of 2400 feet of mooring space" and in lieu thereof, insert the following:

"Beginning at the center line of Holly Avenue and for a distance of 2,630 feet upstream and 1,000 feet downstream for a total of 3,630 feet of mooring space."

2. Section 1 of the Lease is amended to strike, "It is further agreed that the Lessor grants the right of access through the nearest existing opening in the floodwall and along the area between the floodwall and the river including the right of access from such areas to the mooring cells" and in lieu thereof, insert the following:

"It is further agreed that the lessor grants the right of access through the nearest opening in the floodwall and the river including the right of access from such mooring cells."

3. Section 3 of the Lease is amended to strike, "An annual rental of Thirty Seven Thousand, Eight Hundred Dollars (\$37,800) payable annually in advance" and in lieu thereof, insert the following:

"An annual rental of Fifty Seven Thousand One Hundred Seventy Two Dollars and Fifty Cents (\$57,172.50) payable annually in advance."

4. Except as provided herein, this Amendment shall not in any way whatsoever modify, alter, amend or in any other way change any of the terms, provisions and conditions contained in the Lease.

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

LESSEE:

ACL TRANSPORTATION SERVICES
LLC

by Paul Tom

LESSOR:

CITY OF ST. LOUIS, MISSOURI

by Francis G. Slay
Francis G. Slay, Mayor

by Darlene Green
Darlene Green, Comptroller

ATTEST:
by James J. May
City Register

APPROVED AS TO FORM ONLY

By Michelle Gar
City Counselor, Deputy

COMPTROLLER'S OFFICE
DOCUMENT NUMBER 61806

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

John Zinke for

On this 14th day of May, 2012, before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement Amendment on behalf of the City of St. Louis under the authority of Ordinance No. 69037 and acknowledge said instrument to be the free act and deed of the City of St. Louis.

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

Michele L. Graham

Notary Public

My Commission Expires:



MICHELE L. GRAHAM
My Commission Expires
April 11, 2015
St. Louis City
Commission #11483574

(SEAL)

~~STATE OF MISSOURI~~)
) SS
~~CITY OF ST. LOUIS~~)
INDIANA
County OF CLARK

On this 17th day of April, 2012, before me, a Notary Public in and for the City of St. Louis, Missouri, appeared Paul R. Tobin who, being sworn, did say that he/she is Se, VP + COO of ACL Transportation Services LLC and that said Lease Agreement Amendment was signed in behalf of said company by authority of instrument to be the free act and deed of said company.

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

Paul R. Tobin

Notary Public

My Commission Expires 7-19-2017

(SEAL)



ORDINANCE #69266
Board Bill No. 166

An Ordinance pertaining to a ninety-nine (99) year lease with City of St. Louis (“City”) and the Missouri Highways and Transportation Commission (“MHTC”) and pertaining to the simultaneous swap of certain property on Shreve Avenue, which is currently being used by the City Street Department under a Board of Public Service Permit, owned by the MHTC.

WITNESSETH, THAT:

WHEREAS, the City has an interest in certain property located at Poplar between Ninth Street and Tucker Blvd., in City Blocks 4400, 4401 and 4402, which the MHTC desires to lease for ninety-nine (99) years in order to make any necessary repairs to Highway 64/40 for the sum of ONE DOLLAR (\$1.00) per year (“Lease Agreement”); and

WHEREAS, the MHTC owns certain property located on Shreve Avenue, which is currently being used by the City Street Department under a Board of Public Service Permit and which the City desires to acquire as a swap in consideration of the above Lease Agreement.

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

SECTION ONE. The Board of Aldermen hereby approve, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Lease Agreement by and between the City of St. Louis (“City”) and the Missouri Highways and Transportation Commission (“MHTC”) attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the Lease Agreement and to affix the seal of the City thereto, contingent upon the simultaneous swap of certain property located on Shreve Avenue, which is owned by MHTC and which is currently being used by the City Street Department under a Board of Public Service Permit. The Lease 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 TWO. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION THREE. The Mayor and the Comptroller or their 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 and the Comptroller or their designated representatives.

SECTION FOUR. 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

CCO Form: RW14A
Approved: 9/96 (RMH)
Revised: 02/10 (AR)
Modified:

ROUTE:
COUNTY:
JOB NO.:
PARCEL NO.:
FED. NO.:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LEASE OF PREMISES AGREEMENT

THIS LEASE OF PREMISES AGREEMENT is entered between the Missouri Highways and Transportation Commission, sometimes hereinafter referred to as the "Commission" or "Lessee" and the City of St. Louis, Missouri, a municipal corporation, hereinafter referred to as the "City" or "Lessor." This Lease of Premises Agreement will be hereinafter referred to as the "Agreement" or the "Lease".

WITNESSETH:

WHEREAS, the City for and in consideration of the covenants, conditions and stipulations of this Agreement, does hereby lease to the Commission, and the Commission hereby leases from the City, the property located in the City of St. Louis and more accurately described in paragraph 1 below.

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

(1) DESCRIPTION OF PROPERTY TO BE LEASED: The City leases to the Commission the properties described in the attached Exhibits consisting of seven parcels known as Parcels 3b, 3h, 4a, 4b, 5a, 5b, and 5c, and shown on the attached plan sheets, together with any and all interest that the City may have in said properties and hereinafter called the "premises".

(2) LEASE TERM: The term of the Lease is for ninety-nine (99) years, beginning on the ___ day of _____, 20___, and ending on the _____ day of 20___.

(3) RENT: The Commission shall pay to the City for the rental of the premises the amount of ONE AND NO/100 dollars (\$1.00) per year, payable upon demand therefor by City.

(4) TERMINATION OF LEASE BY CITY: The City may terminate this Lease in the event that Commission abandons or ceases to maintain the highway above the premises. City may also terminate this Lease in the event that Commission attempts to assign this Lease or transfer the premises to another entity without first obtaining written approval pursuant to the provisions of this Lease regarding assignment set forth below. Notwithstanding the Commission may at its sole discretion sublease the premises for parking without triggering the termination provision in this paragraph.

(5) TERMINATION OF LEASE BY COMMISSION: The Commission may terminate this Lease at any time and for no stated reason. The Commission's right to unconditionally terminate this Lease is not subject to or contingent on any breach of this Lease committed by the City. However, the Commission will provide at least fifteen (15) days' written notice of its intention to terminate this Lease before such termination is effective.

(6) NO WARRANTIES: City and Commission agree that Commission shall take possession of the premises in its "as is, where is" condition with all faults, and City makes no warranties or representations as to the condition of the premises or title to the premises. City hereby disclaims all warranties, implied or express, written or oral, as to the premises (including, without limitation, any improvements or personal property compromising a part of the premises, if any). City hereby disclaims any implied warranty of fitness for a particular purpose, any express or implied warranty as to the quality of any of the premises, or any other warranty or representation. Commission hereby acknowledges that Commission has not relied on any warranty or representation of City, implied or expressed, written or oral as to the condition or quality of the premises.

(7) UTILITIES: The Commission agrees to pay for all utilities, if any, relating to Commission's use of the premises.

(8) SNOW REMOVAL: The Commission agrees to direct and pay for removal of snow and ice from the sidewalks and parking lots of the premises.

(9) USE OF PROPERTY DURING TERM OF LEASE: Commission may use the premises for any lawful use, including but not limited to, providing parking for Commission, particular businesses, government operations or for the general public, as well as for the storage of materials and equipment and for work space to maintain bridges, highways, lighting and ramps. Such use of the premises whether by sublease or otherwise shall not constitute a violation of this lease or trigger the termination provision in paragraph (4) above.

(10) ASSIGNMENT: The City shall not assign, transfer, sublet or delegate any interest in this Agreement or the premises without the prior written consent of the Commission. The Commission shall have the right to assign its rights under this Agreement, in whole or in part, to any other governmental agency, subject to the same conditions as contained in this Agreement. The Commission may not assign its rights under this Lease to any nongovernmental party without the prior written consent of the City's Board of Estimate and Apportionment.

(11) COMMISSION'S RIGHTS TO MAKE ALTERATIONS IN THE PREMISES:

The Commission shall have the right to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises, which fixtures, additions or structures so placed upon or attached to the premises shall be and remain the property of the Commission and may be removed and otherwise disposed of by the Commission at any time during the term of the Lease or prior to the expiration of the Lease.

The above changes or alterations shall in no way weaken or cause structural injury to the premises, and the altered part of the premises shall, upon removal by the Commission, be returned to the condition existing prior to such change, alteration, installation, ordinary wear and tear excepted. Any signs used by the Commission at the premises shall be approved by the City in writing prior to installation.

(12) OBSERVANCE OF LAWS: The Commission will observe and abide by all applicable federal and state laws and regulations pertaining to the use and occupancy of said premises.

(13) PROTECTION AGAINST DAMAGE: The Commission will protect and defend the premises against damage.

(14) DAMAGE TO PREMISES: The Commission agrees to pay for any damage to the premises caused by the acts of the Commission or its employees, ordinary wear and tear excepted.

(15) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City and Commission shall defend, indemnify and hold each other harmless, including all elected and appointed members and employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's or Commission's wrongful or negligent performance of their respective obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(16) RIGHT OF REVERSION: The parties agree and acknowledge that part of the consideration for this Lease is the conveyance of the Commission's maintenance facility located on Shreve Avenue to the City as identified in a Separate Sales agreement between the parties. The conveyance of the Shreve facility is expressly contingent on the right of the City to grant to the Commission the right to use, operate, control and maintain the property identified in this Lease. In the event the right of the City to enter into this Lease or convey the interests identified in this Lease to the Commission is successfully challenged for any reason whatsoever, and the Commission's right to use, operate, control and maintain said leased property ceases, the Commission shall retain the right of reversion of the entire Shreve Facility for the term of the Lease. In the event this right of reversion vests or is invoked, the Commission shall have the right to immediately occupy the Shreve Facility property and oust the City from the premises. A reservation of the Commission's right of reversion shall be placed on the deed of conveyance of the property being conveyed to the City pursuant to a Sales Agreement.

(17) REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT: REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT: Lessor makes no representations or warranties regarding the compliance of the premises, with applicable requirements of the Americans with Disabilities Act, and Lessee shall be solely responsible for the cost of causing the premises to comply with the same.

(18) COMMISSION'S REPRESENTATIVE: The Commission's Right of Way Director, Kelly Lucas, is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(19) CITY'S REPRESENTATIVE: The City's Asset Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(20) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after mailing by United States mail, regular mail postage prepaid, or upon receipt by personal delivery, overnight delivery, or facsimile delivery, addressed as follows:

- (A) To the City:
Comptroller’s Office, Asset Manager
1520 Market Street, Suite 3005
St Louis, Missouri 63103
Facsimile No: 314.588.0550

- (B) To the Commission:
[NOTE: Commission's Representative Designated in Paragraph 17]
Kelly Lucas
Right of Way Director
MODOT – Central Office
105 West Capitol
Jefferson City, MO 65102
Phone: 573-751-7458
kelly.lucas@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document. A business day is any day of the week except Saturdays, Sundays, and legal holidays observed by the State of Missouri.

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

(22) BINDING EFFECT OF AGREEMENT: The covenants and agreements contained in this Agreement shall be binding upon the parties and their successors and assigns in interest, subject, however, to the limitations on assignment set forth herein.

[Remainder of Page Intentionally Left Blank]

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

Executed by City on this ____ day of _____, 20____.

Executed by Commission on this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION,
COMMISSION

CITY OF ST. LOUIS,
A Municipal Corporation

By _____

By _____

Darlene Green, Comptroller

Title _____

ATTEST:

Approved as to form, only

City Counselor

Secretary to the Commission

APPROVED AS TO FORM:

ATTEST:

Commission Counsel

Approved: November 2, 2012

ORDINANCE #69267
Board Bill No. 174

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 an irregular portion of Olive Street adjacent to City Blocks 1042-W and 1057 and adjacent to 3411 Olive 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 1057 and 1042-W, in the City of St. Louis, Missouri, more particularly described as follows:

Beginning at the point of intersection of the northern line of Olive Street Road, irregular width with the southeastern corner of Lot B, of Hotel Ignacio subdivision, recorded in Plat Book 03042011 Page 0033, of the City of St. Louis Recorder's Office; thence south 14 degrees 57 minutes 15 seconds west 26.68 feet, along the eastern of said lot B produced, to a point, in said Olive Street Road; thence north 74 degrees 26 minutes 50 seconds west 92.03 feet, to a point, in said Olive Street Road; thence north 16 degrees 39 minutes 22 seconds east 8.18 feet, to a point, in said Olive Street Road; thence 52.89 feet, along a curve to the left having a radius of 52.69 feet, and a chord which bears north 13 degrees 26 minutes 36 seconds west 50.54 feet, to a point, in said Olive Street Road; thence north 29 degrees 11 minutes 08 seconds east 2.39 feet, to a point in the northern line of said Olive Street Road; thence south 60 degrees 48 minutes 52 seconds east 118.88 feet, along the northern line of said Olive Street Road to the point of beginning and containing, 3774 square feet, as prepared by Pitzman's Company.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Saint Louis University will use vacated area to improve traffic safety. The Water Division has both a 12" main and a 36" main in the area of the proposed work and as shown on the accompanying drawings. The Water Division will require an easement for the water mains allowing for uninhibited access to the water mains for maintenance and repair. No construction of any kind can occur on or over the water main and easement without the prior review and approval of the Water Commissioner.

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 one year (365 days) 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: November 2, 2012

ORDINANCE #69268
Board Bill No. 175

An ordinance recommended by the Board of Public Service to vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the irregular shaped excess portion of Seventh Street beginning at Cerre Street 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 portion of 7th Street lying adjacent to Lots 1, 2 and 3 of a subdivision in partition of the Chouteau Mill Tract in City Block 148 of the City of St. Louis, Missouri; and being more particularly described as follows:

Beginning at the intersection of the northwest corner of said Lot 1 and the east right of way line of 7th Street (80' wide); thence along the east right of way line of said 7th Street and the west line of said Lots 1, 2 and 3 south 17 degrees 35 minutes 53 seconds west, 125.70 feet to a point; thence through said 7th Street the following courses and distances: north 72 degrees 24 minutes 07 seconds west, 6.45 feet to a point; thence along a curve to the left having a radius of 426.18 feet, an arc length of 66.53 feet a chord bearing of north 06 degrees 28 minutes 32 seconds east, a chord distance of 66.46' to a point; thence north 02 degrees 00 minutes 11 seconds east, 28.74 feet to a point; thence north 12 degrees 58 minutes 27 seconds east, 21.82 feet to a point; thence north 62 degrees 33 minutes 58 seconds east, 15.62 feet to the westerly prolongation of the south right of way line of Cerre Street (50' wide); thence along the westerly prolongation of said south right of way line of Cerre Street south 72 degrees 26 minutes 02 seconds east, 17.71 feet to the point of beginning and containing 2,284 square feet or 0.05 more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Seventh and Cerre LLC will use vacated area to consolidate property.

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 one year (365 days) 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: November 2, 2012

ORDINANCE #69269
Board Bill No. 176

An ordinance recommended by the Board of Public Service to vacate above surface, surface and sub-service rights for vehicle, equestrian and pedestrian travel in 1) An irregular portion of 14th Street beginning at Lafayette Avenue and extending southwardly 432.36' ± 64.96' to a point; 2) Soulard Street between 13th Street and 14th Street 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:

Part of Fourteenth Street, 60 feet wide, between Blocks 414, 415 and 820 in the City of St. Louis, Missouri, more particularly described as follows:

Beginning at a point, on the western right of way line of Fourteenth Street (60' wide) and the southern right of way line of Lafayette Avenue (120' W); thence along the southern right of way line of Lafayette Avenue, south 81 degrees 01 minutes 31 seconds east a distance of 67.28 feet to a point on the Eastern right of way line of Fourteenth Street; thence southwardly along the eastern right-of-way line of Fourteenth Street, south 35 degrees 52 minutes 34 seconds west a distance of 367.40 feet to a point on the northern right of way line of Interstate 44 and 55; thence westwardly along the northern right of way line of said Interstate, south 56 degrees 23 minutes 23 seconds west a distance of 171.21 feet to a point on the western right of way line of Fourteenth Street; thence northwardly along the western right of way line of Fourteenth Street north 35 degrees 52 minutes 34 seconds east a distance of 497.32 feet to the point of beginning containing 25,940 square feet or 0.59± acres more or less.

Part of Soulard Street, 60 feet wide, between Blocks 414 and 415 in the City of St. Louis, Missouri, more particularly described as follows:

Beginning at a point in the northern right of way line of Soulard Street (60' W) and the eastern right of way line of Fourteenth Street (60' W); thence eastwardly along the northern right of way line of Soulard Street, south 54 degrees 35 minutes 51 seconds east a distance of 106.31 feet to a point on the western right of way line of Thirteenth Street (60' W); thence southwardly along the western right of way line of Thirteenth Street, south 35 degrees 55 minutes 35 seconds west a distance of 60.00 feet to a point on the southern right of way line of Soulard Street; thence westerly along the southern right of way line of Soulard Street, north 54 degrees 35 minutes 51 seconds west a distance of 106.26 feet to a point on the eastern right of way line of Fourteenth Street (60' W); thence northwardly along the eastern right of way line of Fourteenth Street, north 35 degrees 52 minutes 34 seconds east a distance of 60.00 feet to the point of beginning containing 6,377 square feet or 0.14± acres more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: City Hospital Development II LLC plans to use area to consolidate property for commercial development.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated streets, 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 streets 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 one year (365 days) 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: November 2, 2012