

ORDINANCE #69363
Board Bill No. 238

An ordinance approving a blighting study and redevelopment plan dated November 13, 2012 for the 1706-28 Carroll St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a five (5) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

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

WHEREAS, this Board has considered the "Blighting Study and Redevelopment Plan for the 1706-28 Carroll St. Redevelopment Area" dated November 13, 2012, consisting of a Title Page; a Table of Contents Page, thirteen (13) numbered pages and Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

WHEREAS, the Plan prescribes land use and street and traffic patterns which may require, among other things, the

vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 1706-28 Carroll St. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated November 13, 2012 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

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

SECTION NINE. None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative

responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

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

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;

- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;

- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.

- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and

- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper(s).

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

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

SECTION FOURTEEN. Any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant

to Chapter 353 of the Missouri Statutes, or if any such urban redevelopment corporation shall own property within the Area, then for a period of up to the first five (5) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to five (5) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first five (5) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond five (5) years after any urban redevelopment corporation shall have acquired title to the property.

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

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

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

ATTACHMENT "A"

**THE 1706-28 CARROLL ST. AREA
LEGAL DESCRIPTION**

Parcel 1	1728 CARROLL ST. C.B. 1256 CARROLL 44 FT X 100 FT CARROLL ESTATES ADDN LOT 7 1256-00-0064-0
Parcel 2	1724 CARROLL ST. C.B. 1256 CARROLL 44 FT X 120 FT IRREG CARROLL ESTATES ADDN LOT 6 1256-00-0063-0
Parcel 3	1720 CARROLL ST. C.B. 1256 CARROLL ST. 108.98 FT X 120 FT/196 FT IRREG CARROLL ESTATES PLAT TWO

ADJUSTED LOT A
 1256-00-0065-0

Parcel 4 1712 CARROLL ST.
 C.B. 1256 CARROLL ST.
 46 FT X 120 FT/59 FT IRREG
 CARROLL ESTATE PLAT TWO
 LOT 5
 1256-00-0066-0

ATTACHMENT "B"
Form: 11/13/2012

**BLIGHTING STUDY AND REDEVELOPMENT PLAN
 FOR THE
 1706-28 CARROLL ST. REDEVELOPMENT AREA
 PROJECT # 1697
 LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
 OF THE CITY OF ST. LOUIS
 September 13, 2012**

MAYOR
 FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
 1706-28 CARROLL ST. REDEVELOPMENT AREA**

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- "F" BLIGHTING REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 1706-28 Carroll St. Redevelopment Area ("Area") encompasses approximately 0.67 acres in the Lafayette Square neighborhood of the City of St. Louis ("City") and is located on the south side of Carroll St. between S. 18th St. and Dolman St.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 1256. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 10.6% unemployment rate for the City for the month of July, 2012. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include vacant residential land.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are used primarily for residential purposes.

Residential density for the surrounding neighborhoods is approximately 9.59 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "B" Two-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

None of the property within the Area is occupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 et seq. RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in zones designated "B" Two-Family District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2010) designated it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The zoning for the Area may remain "B" "Two-Family Dwelling" District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

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

5. PROPOSED EMPLOYMENT FOR THE AREA

No new jobs will be created in this Area because the proposed redevelopment is residential.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood in accordance with the Lafayette Square Historic District Standards.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.
- 3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.
- 4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. Landscaping

The Area shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

d. Fencing

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

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property in the Area off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately three (3) years of approval of this Plan by City ordinance.

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

Any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for a period of up to the first five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax-exempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first five (5) years of the lease shall make payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond five (5) years after any urban redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 1706-28 CARROLL ST. AREA
LEGAL DESCRIPTION**

Parcel 1	1728 CARROLL ST. C.B. 1256 CARROLL 44 FT X 100 FT CARROLL ESTATES ADDN LOT 7 1256-00-0064-0
Parcel 2	1724 CARROLL ST. C.B. 1256 CARROLL 44 FT X 120 FT IRREG CARROLL ESTATES ADDN LOT 6 1256-00-0063-0
Parcel 3	1720 CARROLL ST. C.B. 1256 CARROLL ST. 108.98 FT X 120 FT/196 FT IRREG CARROLL ESTATES PLAT TWO ADJUSTED LOT A 1256-00-0065-0
Parcel 4	1712 CARROLL ST. C.B. 1256 CARROLL ST. 46 FT X 120 FT/59 FT IRREG CARROLL ESTATE PLAT TWO LOT 5 1256-00-0066-0

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 02/08/08**

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

The Redeveloper(s) agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no

discrimination on the part of the Redeveloper(s), its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

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

EXHIBIT "F"

BLIGHTING REPORT FOR THE 1706-28 CARROLL ST. REDEVELOPMENT AREA

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deterioration or inadequate site improvements, improper subdivision or absolute platting and conditions which endanger life or property by fire or other curses.

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

Subject Property is: [X] vacant land [] unoccupied/occupied residential [] unoccupied/occupied commercial

Subject Property is: [] secured [] unsecured

The subject property [] has [X] has not a predominance of defective or inadequate streets
If answer is yes, explain: []

The subject property [] has [X] has not insanitary or unsafe conditions
If answer is yes, explain: []

The subject property [] has [X] has not deterioration of site conditions
If answer is yes, explain: []

The subject property [] has [X] has not improper subdivision or obsolete platting
If answer is yes, explain: []

The subject property [X] has [] has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: vacant land is always a hazard in a neighborhood

The subject property [X] does [] does not retard the provision of housing accommodations
If answer is yes, explain: vacant land does not result in maximum economic benefit to City of Saint Louis

The subject property [X] does [] does not constitute an economic liability
If answer is yes, explain: crime can occur on vacant property

The subject property [] does [] does not constitute a social liability
If answer is yes, explain: []

The subject property [X] is [] is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: dumping and other public health issues are probable on vacant land

The subject property [] is [X] is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: []

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

The subject property [] is [X] is not detrimental because of high density of population.

If answer is yes, explain: _____

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

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

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

Approved: December 28, 2012

ORDINANCE NO. 69363 – EXHIBITS B, C & D



Exhibit B
Project Area Plan
 1706-28 Carroll St. Redevelopment Area
Existing Uses and Conditions
 [Symbol] Vacant Land Residential, Fair Condition
 [Symbol] Project Area Boundary
 [Symbol] Buildings
 [Symbol] City Block Number



Exhibit C
Project Area Plan
 1706-28 Carroll St. Redevelopment Area
Proposed Land Uses
 [Symbol] Residential
 [Symbol] Project Area Boundary
 [Symbol] Buildings
 [Symbol] City Block Number



Exhibit D
Project Area Plan
 1706-28 Carroll St. Redevelopment Area
Project Acquisition Map
 [Symbol] Parcel Number
 [Symbol] Project Area Boundary
 [Symbol] Buildings
 [Symbol] City Block Number

ORDINANCE #69364
Board Bill No. 240

An ordinance determining that the Tax Increment Financing Plans listed in Exhibit "A" are making satisfactory progress under the proposed time schedule for completion of projects therein.

WHEREAS, the Tax Increment Financing plans and projects listed in Exhibit "A" were approved by the Board of the Aldermen of the City of St. Louis by ordinance; and

WHEREAS, Section 99.865.3, RSMo, provides that five years after the establishment of each redevelopment plan and every five years thereafter, the governing body of the municipality shall hold a public hearing regarding these redevelopment plans and projects pursuant to Sections 99.800 to 99.865, RSMo to determine if the redevelopment projects are making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Housing, Urban Development, and Zoning Committee held a public hearing on November 28, 2012 and found the redevelopment projects listed on Exhibit "A" are making satisfactory progress;

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

SECTION ONE. The Board of Aldermen of the City of St. Louis hereby determines that the Tax Increment Financing Plans listed in Exhibit "A" are making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

SECTION TWO. The Board of Aldermen hereby finds that the required notices were Published and the required hearing was held, pursuant to Section 99.365.3, RSMo.

Approved: December 28, 2012

ORDINANCE #69365
Board Bill No. 243

AN ORDINANCE DISSOLVING THE SPECIAL ALLOCATION FUND FOR THE 4391-99 WEST PINE BOULEVARD REDEVELOPMENT PROJECT AREA, TERMINATING THE DESIGNATION OF A PORTION OF THE CITY OF ST. LOUIS, MISSOURI, AS A REDEVELOPMENT AREA, AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

WHEREAS, the Section 99.850.2 of the Act requires "(u)pon the payment of all redevelopment project costs, retirement of obligations and the distribution of any excess moneys pursuant to section 99.845 and this section, the municipality shall adopt an ordinance dissolving the special allocation fund for the redevelopment area and terminating the designation of the redevelopment area as a redevelopment area" and thereafter distribute the remaining funds as required by the Act; and

WHEREAS, the Redevelopment Plan provided for, among other things, certain public projects including the acquisition of the Redevelopment Area, the preparation of a pad ready site, along with the development of twelve (12) condominium units in a three (3) story structure and a parking garage with other related improvements (the "Redevelopment Project"); and

WHEREAS, the Board of Aldermen passed and the Mayor signed Ordinance No. 64850 designating the Redevelopment Project area as a "redevelopment area" as defined in Section 99.805(12) of the Act (the "Redevelopment Area"), approving the 4391-99 West Pine Boulevard Redevelopment Plan and the Redevelopment Project, adopting tax increment financing within the Redevelopment Area, and establishing the Special Allocation Fund (the "Special Allocation Fund") for the Redevelopment Project, and authorizing the City to enter into a redevelopment agreement with 110 N. Condominium LLC (the "Developer"), whereby the Developer agreed to carry out the Redevelopment Plan on behalf of the City; and Ordinance No. 64851 authorizing the issuance of Tax Increment Revenue Notes (4391-99 West Pine Boulevard Redevelopment Area), Series 2001 in aggregate principal amount not to exceed the amount of the Public Project Costs as determined by Bond Counsel plus Issuance Costs, as defined in the latter said ordinance; and

WHEREAS, the Redevelopment Project is completed and the City of St. Louis, Missouri, Taxable Tax Increment Revenue Notes (4391-99 West Pine Boulevard Redevelopment Area), Series 2001 have been retired; and

WHEREAS, all “redevelopment project costs” under the Act were incurred, all obligations have been retired and no further obligations will be issued with respect to the 4391-99 West Pine Boulevard Redevelopment Plan.

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

SECTION ONE. The Board of Aldermen hereby dissolves the Special Allocation Fund for the Redevelopment Area and terminates the designation of the Redevelopment Area as a “redevelopment area” pursuant to the Act.

SECTION TWO. The Finance Officer (“Comptroller”) is hereby directed to disburse, after the payment of City’s expenses, all funds in the Special Allocation Fund for the Redevelopment Area to the appropriate taxing districts in the manner provided in the Act.

SECTION THREE. The Mayor and Comptroller are hereby authorized and directed to execute all documents, if any, and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

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

Approved: December 28, 2012

ORDINANCE #69366

Board Bill No. 244

AN ORDINANCE AMENDING ORDINANCE NO. 67314, AS AMENDED BY ORDINANCE NO. 68261; AMENDING ORDINANCE NO. 67021; BY REDUCING THE INTEREST RATE ON CITY OF ST. LOUIS TAX-EXEMPT TAX INCREMENT FINANCING NOTES ISSUED TO GREAT SOUTHERN BANK FOR WAREHOUSE OF FIXTURES REDEVELOPMENT PROJECT AND 4100 FOREST PARK REDEVELOPMENT PROJECT; AUTHORIZING OTHER RELATED ACTIONS IN CONNECTION THEREWITH; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the City issued its Taxable Tax Increment Financing Note, Series 2009-A, to UVA Development Company (“Developer”) on February 1, 2009 in the amount of \$6,348,500 at an interest rate of 10% for the Warehouse of Fixtures Redevelopment Project; and

WHEREAS, the City issued its Taxable Tax Increment Financing Note, Series 2009, to 4100 Development, Inc. (“Developer”) on August 30, 2009 in the amount of not to exceed \$6,036,000 at an interest rate of 8.08% for the 4100 Forest Park Redevelopment Project; and

WHEREAS, the Developers assigned the Notes to Great Southern Bank (“Bank) on or about July 29, 2012; and

WHEREAS, the Bank, as assignee of the Notes, requested the City to reduce the interest rates to 4% and executed Renunciations of the Banks’ right to receive a higher interest rate.

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

SECTION ONE. Ordinance No. 67314, as amended by Ordinance No. 68261, and Ordinance No. 67021 are hereby amended to reduce the interest rates to 4% on the City of St. Louis Tax-Exempt Tax Increment Notes issued on or about July 29, 2012, to Great Southern Bank, as assignee of 4100 Development Company and UVA Development, Inc , for and only during the term that said Bank holds said Notes.

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.

Approved: December 28, 2012

ORDINANCE #69367
Board Bill No. 250

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in 1. Mallinckrodt from 25th Street eastwardly $\approx 138.25' \pm .25'$ to a point. 2. The southernmost $35.955' \pm .045'$ of the 20 foot wide north/south alley in City Block 1748 as bounded by Salisbury, 23rd, Mallinckrodt and 25th 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; containing an emergency clause.

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

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

A tract of land being a portion of Mallinckrodt (60' W) Street located in township 45 North, Range 7 east, City of St. Louis, Missouri, City Blocks 1748 and 1743 and being more particularly described as follows:

Beginning at the intersection of the south right-of-way line of Mallinckrodt (60' W) Street and the east right-of-way line of 25th (60' W) Street; thence along the east right-of-way line of 25th (60' W) Street north 21 degrees, 50 minutes, 54 seconds west a distance of 60.00 feet to a point in the north right-of-way line of Mallinckrodt (60' W) Street; thence leaving the east right-of-way line of 25th (60' W) Street and along the north right-of-way line of Mallinckrodt (60' W) Street north 68 degrees, 35 minutes, 40 seconds east a distance of 138.47 feet to a point; thence leaving said north right-of-way line Mallinckrodt (60' W) Street south 21 degrees, 24 minutes, 11 seconds east a distance of 60.00 feet to a point in the south right-of-way line of Mallinckrodt (60' W) Street; thence along said south right-of-way of Mallinckrodt (60' W) Street south 68 degrees, 35 minutes, 49 seconds west a distance of 138.00 feet to the point of beginning and containing 8,294 square feet, or 0.190 acres and being subject to deeds, easements and restrictions of record.

A tract of land being a portion of an alley (20' W) located in Township 45 North, Range 7 east, City of St. Louis, Missouri, City Block 1748, and being more particularly described as follows:

Commencing at the intersection of the east right-of-way line of 25th (60' W) Street and the north right-of-way line of Mallinckrodt (60' W) Street; thence along the north right-of-way line of Mallinckrodt (60' W) Street north 68 degrees, 35 minutes, 49 seconds east a distance of 127.73 feet to a point in the west line of an alley (20' W), said point being the Point of

Beginning of the herein described tract; thence along the west right-of-way line of said alley (20' W) north 21 degrees, 08 minutes, 55 seconds west a distance of 36.00 feet to a point; thence leaving said west line of alley (20' W) north 68 degrees, 51 minutes, 05 seconds east a distance of 20.00 feet to a point in the east line of said Alley (20' W); thence along said east right-of-way line of alley (20' W) south 21 degrees 08 minutes, 55 seconds east a distance of 35.91 feet to a point in the north right-of-way line of Mallinckrodt (60' W) Street; thence along the north right-of-way line of said Mallinckrodt (60' W) Street south 68 degrees, 35 minutes, 49 seconds west a distance of 20.00 feet to the point of beginning and containing 719 square feet or 0.02 acres, and being subject to deeds, easements, and restrictions of record.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioners are Better Living Communities of St. Louis, MO will use vacated areas to consolidate property for an ongoing residential redevelopment plan.

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

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

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

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

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

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

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

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

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets

has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

SECTION ELEVEN. 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: December 28, 2012

ORDINANCE #69368
Board Bill No. 195

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City the "First Amendment To East Terminal Agency Agreement" (the "First Amendment") to the Lambert-St. Louis International Airport® East Terminal Agency Agreement AL-446 between the City and Airport Terminal Services, Inc., dated December 27, 2007, and authorized by City Ordinance No. 67787, approved November 30, 2007 (the "Agreement"); the First Amendment, which is attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the "First Amendment To East Terminal Agency Agreement" (the "First Amendment") to the Lambert-St. Louis International Airport® East Terminal Agency Agreement AL-446 between the City and Airport Terminal Services, Inc., dated December 27, 2007, and authorized by City Ordinance No. 67787, approved November 30, 2007 (the "Agreement"); the First Amendment was 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, and 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 to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT "1"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



FIRST AMENDMENT TO EAST TERMINAL AGENCY AGREEMENT

AIRPORT TERMINAL SERVICES, INC.

NO. AL-446

AL-446

**FIRST AMENDMENT
TO
EAST TERMINAL AGENCY AGREEMENT**

THIS FIRST AMENDMENT, entered into this ___ day of _____, 2012 ("**First Amendment**"), between the City of St. Louis, a municipal corporation of the state of Missouri ("**City**") and Airport Terminal Services, Inc., a corporation

organized and existing under the laws of the State of Missouri (“Agent”) is an amendment to the East Terminal Agency Agreement dated December 27, 2007 (the “Agreement”) which was authorized by Ordinance 67787, approved November 30, 2007.

WITNESSETH, THAT:

WHEREAS, the City and Agent are parties to the Agreement;

WHEREAS, the City and Agent desire to enter this First Amendment to their respective benefit;

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

SECTION 1. Section 401. Term., of the Agreement is hereby modified to add the following paragraph: “Notwithstanding the foregoing, the Term of this Agreement is hereby extended for two (2) years and shall terminate on December 31, 2014 (the “Extension Years”).”

SECTION 2. Section 502. Agency Fees., of the Agreement is hereby modified to add the following line item as follows:

<u>Year</u>	<u>Minimum Guarantee</u>	<u>Percentage</u>
Extension Years	\$95,000/year	10%

SECTION 3. All other terms, covenants and conditions of this Agreement, not inconsistent with this First Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

(Remainder of page intentionally left blank)

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

Authorized by City Ordinance _____, approved _____, 2012.

The foregoing First Amendment was approved by the Airport Commission at its meeting on the ___ day of _____, 2012.

THE CITY OF ST. LOUIS BY:

Commission Chairman and Director of Airports Date

APPROVED AS TO FORM ONLY BY:

City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

Comptroller, Date
City of St. Louis

ATTESTED TO BY:

Register, Date
City of St. Louis

The Board of Estimate and Apportionment approved the foregoing First Amendment in substance at its meeting on the ___ day of _____ 2012.

Secretary, Date
Board of Estimate & Apportionment

AIRPORT TERMINAL SERVICES, INC.

BY: _____

Title: _____

Date: _____

Approved: January 16, 2013

**ORDINANCE #69369
Board Bill No. 196**

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 Service Agreement for Solid Waste Disposal & Recycling Services at Lambert–St. Louis International Airport® (the "Airport") with a five (5) year term commencing on March 1, 2013 and ending on February 28, 2018 (the "Agreement"), between the City and Allied Services, LLC, a limited liability corporation of the State of Delaware, doing business as Republic Services (the "Contractor"), providing for the disposal and recycling of solid waste for the Airport subject to and in accordance with provisions of the Agreement, which was awarded to the Contractor and approved by the City's Airport Commission, and is attached hereto as **ATTACHMENT "1"** and made a part hereof; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis, Missouri (the "City") are hereby authorized and directed to enter into and execute on behalf of the City a Service Agreement for Solid Waste Disposal & Recycling Services at Lambert–St. Louis International Airport® (the "Airport") with a five (5) year term commencing on March 1, 2013 and ending on February 28, 2018 (the "Agreement"), between the City and Allied Services, LLC, a limited liability corporation of the State of Delaware, doing business as Republic Services (the "Contractor"), providing for the disposal and recycling of solid waste for the Airport subject to and in accordance with provisions of the Agreement, which was awarded to the Contractor 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 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 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.

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
SOLID WASTE DISPOSAL & RECYCLING 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 Allied Services, LLC, a limited liability corporation of the state of Delaware, doing business as Republic Services (the “**Contractor**”).

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 Contractor agree as follows:

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

APPENDIX "A"

**TECHNICAL SPECIFICATIONS
(SOLID WASTE DISPOSAL & RECYCLING SERVICES)**

1. DEFINITIONS

The following terms and definitions are used in this solicitation:

- A. **"Agreement"** means this contract executed between the City of St. Louis and Allied Services, LLC doing business as Republic Services.
- B. **"Airport"** means the property owned by the City at Lambert-St. Louis International Airport®.
- C. **"Airport Representative"** means the Airport Facilities Maintenance Manager or his/her authorized and/or designated representative.
- D. **"City"** means the City of St. Louis, owner and operator of Lambert-St. Louis International Airport®.
- E. **"Contractor"** used herein means Allied Services, LLC doing business as Republic Services.
- F. **"days"** means consecutive calendar days unless otherwise expressly stated.
- G. **"Director"** as used herein refers to the Director of Airports of the City of St. Louis and to his/her authorized representatives or designated representative.
- H. **"Holiday"** shall mean New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- I. **"Force Account"** means the actual cost to the Contractor of all labor employed on the work, together with necessary liability insurance, social security taxes, welfare charges and fringe benefits. This will include all classes of labor with the exception of the General Superintendent.
- J. **"International Solid Waste"** means all paper, rags, boxes, containers, food, sweepings, cans, glass, wood, etc. either wet or dry which arrives from overseas flights or as designated by the Airport Representative.

- K. **“Major Equipment”** means power operated equipment, the rental price of which shall be included in the base price for any/all equipment needed and utilized under this Agreement.
- L. **“Provision(s)”** means the terms, covenants, warranties, conditions, or provisions under this Agreement.
- M. **“Recovered Materials”** means those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they required subsequent separation and processing.
- N. **“Recyclable Material”** means any material which may be diverted or removed from the solid waste stream for recycling. Recyclable materials include, but are not limited to, the following: glass, plastic (1 and 2), cardboard, paper, tires, and yard waste. Recyclable materials as used in this Agreement shall not include scrap metal.
- O. **“Recycling”** means the separation and reuse or remanufacture of materials which might otherwise be disposed of as Solid Waste.
- P. **“Solid Waste”** means garbage, refuse and other discarded materials including, but not limited to, solid and semisolid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but shall not include scrap metal or **“hazardous waste”** as defined in 10 CSR Sections 260.360 – 260.434. In addition, the term **“Solid Waste”**, for the purposes of this Agreement, shall also be defined as all waste collected from the airfield operations area and landside areas at the Airport which is not considered special waste, hazardous waste, or Recyclable Material.
- Q. **“Rubber Tires”** means vehicle, truck, and construction equipment tires that may include steel belted tires.
- R. **“USDA”** shall mean the United States Department of Agriculture.
- S. **“Waste Tire”** means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.
- T. **“Yard Waste”** means leaves, grass clippings, yard and garden vegetation and Christmas trees. This term does not included stumps, roots or shrubs with intact root balls.

2. **SCOPE OF WORK**

- A. The Contractor shall furnish to the City all supervision, labor, tools, equipment, parts, components, supplies and materials to timely and properly dispose of Solid Waste, International Solid Waste, and Recyclable Materials in accordance with all Provisions of this Agreement as directed in writing by the Airport Representative (the “**Solid Waste Disposal and Recycling Services**”).
- B. Containers and Compactors
1. Containers and compactors shall be removed from assigned locations by a vehicle approved in writing by the Airport Representative for use on the Airport ramp, emptied at the designated disposal area, cleaned, disinfected, and repositioned at the properly assigned locations.
 2. All container and compactor areas shall be kept free of debris. Contract drivers shall sweep up and remove all loose debris that results from the emptying of the bins and leave the area immediately adjacent to the bin free of debris and broom clean. There may, at times, be additional refuse placed along side of the bins. This refuse must be picked up and included as part of the service provided.
 3. The location and configuration of the containers and compactors are identified on the attached MAPS (**Attachment 1**), which is incorporated herein. (See Appendix A, Section 24 entitled “MAPS”). The City through its Airport Representatives reserves the right and may from time to time at the City’s sole option make and require changes to the location of and/or eliminate or add containers and compactors under this Agreement. Such eliminations or additions shall be at the unit cost agreed to in writing by the Contractor and the Director on behalf of the City (see Appendix A, Section 3 entitled “Extras”).
- C. Schedule
1. The Contractor subject to and in accordance with the Provisions of the Agreement, shall perform the Solid Waste Disposal and Recycling Services contemplated and provided for herein seven (7) days a week, including Holidays. “**Regular Hours**” of Solid Waste Disposal and Recycling Services for terminal area and concourse locations shall be between the hours of 12:00 A.M. and 6:00 A.M. central time. Contractor shall also provide seven (7) days a week, twenty-four (24) hour emergency services as ordered and directed in writing by the Airport Director at the rates or amounts agreed to by the Director and the Contractor in writing as provided for in Appendix A, Section 3, entitled “Extra Work”.

2. The Contractor warrants, represents, stipulates, and agrees that the Contractor shall respond to Emergency Services by arriving on site within 2 hours of the request to address the situation. If the Contractor fails to timely respond to the Emergency Services request, Contractor agrees to pay the City at the written request of the Airport Representative, liquidated damages consisting of a 5% reduction from the authorized fees of the Contractor's submitted invoice for the Emergency Services.

D. **“Basic Service”**

Contractor, subject to and in accordance with the Provisions of the Agreement, shall furnish for Airport use:

1. Basic Service – Container/Compactors for Solid Wastes
 - a. Twenty Two (22) 8 cubic yard containers to be leak proof, top loading with metal lids, and a side charging door with a locking device;
 - b. Two (2) 8 cubic yard containers (International Solid Waste);
 - c. One (1) 6 cubic yard container;
 - d. Three (3) 6 cubic yard compactors;
 - e. Four (4) 8 cubic yard compactors;
 - f. Two (2) 30 cubic yard compactors;
 - g. One (1) 42 cubic yard compactor; and
 - h. Two (2) twenty yard roll offs.
2. Basic Service – Containers/Compactors for Recyclables
 - a. Twenty-two (22) 8 cubic yard containers- single stream;
 - b. One (1) 42 cubic yard compactor - cardboard;
 - c. One (1) 30 cubic yard compactor - cardboard;
 - d. One (1) 20 yard roll off – yard waste; and
 - e. One (1) 40 yard roll off – tires.

3. Contractor has provided unit pricing for the following items for disposal. Charges include all costs including transportation, and disposal. (See Appendix C).
 - a. per ton of Solid Waste material;
 - b. per ton recyclable materials (single stream materials such as paper, plastic , aluminum cans);
 - c. per ton of paper /cardboard;
 - d. per ton of rubber tires; and
 - e. per ton of yard waste.

Contractor acknowledges and agrees that all containers and compactors provided by the Contractor under this Agreement shall be no more than 3 years old and shall be free from but not limited to rust, discoloration, non uniform coloring, holes, dents and other damages.

4. The Contractor at its cost shall also furnish, fabricate, and install necessary equipment for loading trash into the containers and compactors as directed in writing by the Airport Representative. All containers and compactors shall be numbered or lettered as directed by the Airport Representative. All containers and compactors furnished or provided by the Contractor under this Agreement shall remain the property of the Contractor.
5. The pick-up and recycling/disposal schedule for “Basic Services” are as follows:
 - a. The containers and compactors listed in the table below are located on the Airport Operation Area (AOA). See **Attachment 1** entitled “MAP” for container and compactor locations.

Location	Amount	Type	Size	Services (per week)	Service Days
A Concourse	3	Trash	8 cu yds	3	M-W-F
	3	Recycle	8 cu yds	3	M-W-F
	1	Compactor	6 cu yds	4	M-W-F-Sa

Location	Amount	Type	Size	Services (per week)	Service Days
C Concourse	6	Trash	8 cu yds	3	M-W-F
	6	Recycle	8 cu yds	3	M-W-F
	2	Compactor	8 cu yds	4	M-W-F-Sa
D Concourse	1	Trash	8 cu yds	3	M-W-F
	1	Recycle	8 cu yds	3	M-W-F
	1	Compactor	6 cu yds	4	M-W-F-Sa
Terminal 2	3	Recycle	8 cu yds	3	M-W-F
	2	Compactor	8 cu yds	4	M-W-F-Sa
Snow Pad (SWA)	1	Compactor	30 cu yds	2	M-Th
Cargo Building	2	Recycle	8 cu yds	2	M-Th
South Firehouse	1	Trash	8 cu yds	1	M
Metro Link	1	Compactor	6 cu yds	4	M-W-F-Sa
Trash Yard	1	Roll Off	20 yds	1	On Call
	2	Trash*	8 cu yds	3	M-W-F

*Sealed, lockable containers for "International Trash"

- b. The containers and compactors listed in the table below are located on the Non – AOA areas or the out buildings and properties. See Attachment 1 for container and compactor locations.

Location	Amount	Type	Size	Services (per week)	Service Days
Terminal 2 Loading Dock	1	Compactor	30 yds	1	M
	1	C/B Compactor~	30 yds	1	M
Terminal 2 Garage	1	Trash	6 cu yds	1	M

Location	Amount	Type	Size	Services (per week)	Service Days
Terminal 1 Loading Dock	1	Compactor	42 yds	1	M
	1	C/B Compactor~	42 yds	1	M
Terminal 1 Garage	1	Trash	8 cu yds	1	M
West Climate Control	1	Recycle	8 cu yds	1	Th
Electric Shop	1	Trash	8 cu yds	1	M
Airline Shops	1	Trash	8 cu yds	1	M
Intermediate Lot	1	Trash	8 cu yds	2	M-Th
	1	Recycle	8 cu yds	2	M-Th
Super Park – Cypress	1	Trash	8 cu yds	2	M-Th
	1	Recycle	8 cu yds	2	M-Th
Pear Tree – Cab Lot	1	Trash	8 cu yds	2	M-Th
Trade Mart	1	Trash	8 cu yds	1	M
	1	Recycle	8 cu yds	1	Th
Airport Office Building	1	Trash	8 cu yds	1	M
	1	Recycle	8 cu yds	1	Th
Materials Management	1	Trash	8 cu yds	1	M
	1	Recycle	8 cu yds	1	Th
Old Storeroom Lot	1	Roll Off (yard waste)	20 yds	On Call	Service As Required
Field Maintenance	1	Roll Off (trash)	20 yds	On Call	Service As Required
	1	Recycle	8 cu yds	1	Th
	1	Roll Off (tires)	40 yds	On Call	Service As Required

Location	Amount	Type	Size	Services (per week)	Service Days
West Firehouse	1	Trash	8 cu yds	1	M
North Firehouse	1	Trash	8 cu yds	1	M

~ Cardboard Compactor

6. The Contractor shall provide at its cost one (1) vehicle that has been approved for use on the Airport Ramp by the Airport Representative in his/her sole discretion, in writing prior to performing any work or services under this Agreement. The approved vehicle shall be capable of picking up the containers and compactors on the Airport ramp and moving them to the assigned disposal and recycling area. The Contractor shall also have in reserve other equipment necessary to properly and effectively service the containers and compactors, should the primary equipment become inoperative. All such equipment must be approved for use on the Airport Ramp by the Airport Representative. **Note: Contractor warrants, represents, stipulates, and agrees that under no circumstances will any containers or compactors be emptied on the ramp and all containers and compactors will be transported to the disposal and recycling area designated in writing by the Airport Representative for solid waste storage and disposal. The Contractor shall provide names and addresses of all disposal and recycling facilities used by the Contractor for disposal and recycling services under this Agreement.**

7. The Contractor shall provide at its cost two (2) chutes, one for solid waste and one for waste cardboard, both located at the Airport Loading Terminal 1 Dock. Each chute shall be compatible with existing Airport facilities and the Contractor's equipment. The design and construction of the chutes must be approved in writing by the Airport Representative. The Contractor shall assist the City in determining locations where additional recycling chutes may be placed.

8. All of the Contractor's equipment shall be kept at all times in good and safe working condition and present a neat appearance. The Contractor shall clean, paint, and leak proof the containers and compactors as often as necessary, but in no event shall such cleaning and painting be done less than once a year. The disinfecting of all containers and compactors shall be done as needed, but at least once-a-week. Color of containers and compactors shall be as directed in writing by the Airport Representative. If the Airport observes a container in poor condition, the Contractor shall timely and promptly replace the container upon notification.

9. Contractor shall clearly label all containers with the type of waste, correct cubic yard size and the number must accurately reflect the containers holding capacity. Each bin shall be identified with an Airport seal, a 24 hour telephone contact number. The Solid Waste dumpsters are to be labeled with the words "No Recyclables" in 4-inch letters on the front and sides of each bin.
10. Contractor shall inventory equipment every six (6) months for proper location, size, cleanliness, and proper equipment function. An Airport Representative shall attend the inspection. The Contractor shall then timely present the Airport Representative with a written report of this inventory.
11. The Contractor will be responsible for immediately cleaning up any spills, debris, etc. which may occur during servicing of containers. All refuse on the ground within ten (10) feet of the container, whether spilled by the Contractor or placed there by others, shall be picked up by Contractor during collection.
12. The Contractor shall supply the Airport Representative with a monthly written report detailing the total tonnage of refuse and recyclables collected in a form acceptable to the Airport Representative. The monthly written report must include clear representation of the type of waste and materials removed, how material was transported, what type of containers were used, how much waste and materials (in tons) was removed from the airport areas per container or vehicles under this Agreement. In addition, the written report will include a summary invoice with a summary of reporting tolls for tonnage and rebates. This report shall be submitted and reviewed at a meeting with the Airport Representative every six months. This meeting will be utilized to access the overall effectiveness of solid waste disposal and recycling services. Issues which may be discussed include, but are not limited to, pick-up frequency, percent full, container size, and volumes. **The Contractor shall submit weight tickets with the corresponding invoices; if there are no weight tickets attached to the invoice, the Contractor acknowledges, and agrees that said invoices will not be approved for payment until such missing weight tickets are provided to the City. Any other shipping documents, manifests, waste characterization and approval or acceptance documents for disposal including the ultimate disposal facilities are to be timely and promptly provided to the Airport Representative.**
13. Contractor, subject to and in accordance with the Provisions of the Agreement, shall perform the following services for "**International Solid Waste.**"
 - a. The Contractor shall provide for Airport use, two (2) USDA approved leak-proof, lockable, 8-cubic yard (8 cu. yd.) containers. The containers must be clearly marked, "INTERNATIONAL

SOLID WASTE". Lettering must be at least four inches high. The containers for International Solid Waste cannot be used for any other purpose, nor can it be repaired, unless it has been disinfected under USDA supervision. **All "International Solid Waste" must be properly hauled and properly disposed of as required and approved by the USDA.**

- b. The Contractor shall pick up and incinerate or autoclave the International Solid Waste three (3) days per week. The 8-cubic yard containers for International Solid Waste are to be picked-up and properly disposed of as listed in the Schedule For Basic Service. (See Appendix A, Section 2.D.5) The unloading area and the containers must be properly disinfected each time the International Solid Waste is removed from the containers. Annual training must be given to all personnel handling the International Solid Waste as required by the USDA. Within two (2) weeks of being notified by the Airport Representative, and prior to the Contractor performing any work under this Agreement, the Contractor must present to the Airport Representative a letter from the USDA stating that the Contractor and the Contractor's proposed written procedures satisfy or meet USDA requirements for disposing of International Solid Waste in a form and content acceptable to the Airport Representative. Said letter of approval from USDA and the Airport Representative's approval as to the form and content is a condition precedent to this Agreement. **For additional information, please contact Mr. Guy Olsen or another officer of the USDA at (314) 428-2662.** Any noncompliance of USDA rules, regulations, or procedures or any Provision of this Section 2.D.13 of this Agreement will immediately subject this portion (International Solid Waste) of this Agreement to immediate cancellation upon written notice by the Director to the Contractor and such termination or cancellation shall be deemed effective when mailed. Notwithstanding any other Provision of this Agreement, such noncompliance shall also be deemed cause for termination of the entire Agreement.
14. The Contractor shall furnish for Airport use one (1) 42 cubic yard and one (1) 30 cubic yard compactor for paper/cardboard recycling. The Containers shall be marked on four sides, "PAPER/CARDBOARD ONLY." The Compactors may require special lifts or ramps for Compactor access. All equipment shall be provided by the Contractor. The equipment must be approved by the Airport Representative in writing. The paper/cardboard collected in these containers shall be reused and/or recycled as per applicable regulations and commodity market.

15. The Contractor shall furnish for Airport use one 40-cubic yard open-top container for Rubber Tire and Recycling. The Contractor shall properly dispose of Rubber Tires in accordance with applicable federal, state, and local laws. The Container shall be marked on four sides, "RUBBER TIRES ONLY."
16. The Contractor shall furnish for Airport use two (2) open top 20-cubic yard containers for solid waste.
17. The Contractor shall furnish for Airport use twenty (20) rain-tight, 8 cubic-yard, container for recycling. The container for recycling shall be marked on four sides, "PAPER/CARDBOARD RECYCLING."
18. The Contractor shall furnish for Airport use one open top 20 cubic-yard container for yard waste. The container shall be clearly marked on all four sides, "YARD WASTE ONLY." Yard waste is to be disposed of as per applicable regulations via recycling /composting services.
19. Lawful disposal of refuse collected from the Airport is the responsibility of the Contractor. The Contractor, after removing refuse from the Airport, shall dispose of the refuse at legal landfill and recycling sites. The collection and disposal of all Airport refuse must be in accordance with all Federal, State, and local laws and regulations.
20. All written reports and records required or requested by City under this Agreement, such as monthly reporting shall be developed and provided to the City in an electronic format in addition to hard copies and such reports or records shall be in a form and content acceptable to the Airport Representative.

E. Recycling Initiatives

Contractor acknowledges that the Airport is an ISO 14001:2004 self certified facility and has set a series of target and objectives in accordance with the standard. One objective of the City is to increase the Airport's solid waste landfill diversion rate and seek opportunities to continually improve the Airport's recycling process. The City is seeking a mutually beneficial relationship with the Contractor to help place and achieve higher recycling standards with a goal of increasing the Airport landfill diversion rate with minimal to no additional cost to the Airport. The following are minimum requirements:

1. Material recycling and reclamation services are to be provided by the Contractor and it is expected by this Agreement to include application of rebates and credits as per recyclable commodity value. Provide a list of such recycling service and the applicable rebate rates such as for cardboard

paper/paper (See Appendix C). The City's goal is to increase the landfill diversion and recycling goals with minimal to no additional cost to the City.

2. Recycling containers beyond the Basic Service shall be provided to the Airport at no additional cost to the City. Depending on air traffic fluctuation and changes in Airport operations, the quantity of required recycle containers may change. However, potential additional containers are not expected to exceed ten (10) containers throughout the duration of the term of this Agreement (see Appendix C).
- F. The Contractor acknowledges, understands, stipulates, and agrees that the City also retains the right to received bids and award contracts on any additional or deleted work contemplated herein and/or the right to perform the work itself. (See Appendix A, Section 20.G.)

3. **EXTRA WORK**

At the written request and direction of the Airport Representative, additional or extra Solid Waste Disposal & Recycling Services work or modifications or additions to the Solid Waste Disposal & Recycling Services may be required ("**Extras**"). The fee or charge for Extras shall be agreed upon up front in writing on a case by case basis as described in Appendix "A", Sections 2.C(1), 5.L and 8.A of this AGREEMENT. For all work conducted under this Agreement, the total amount to be paid to the Contractor shall not exceed the total Contract Not-To-Exceed Amount of this Agreement. (See Appendix "A", Section 8. E.)

4. **TERM**

The term of this Agreement shall be for five (5) years beginning on the Commencement Date specified below and ending sixty (60) months thereafter unless terminated or cancelled as provided for in Appendix "B", Section 2. 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. The commencement and expiration dates shall be as follows:

"Commencement Date": **March 1, 2013** "Expiration Date": **February 28, 2018**

5. **ADMINISTRATIVE PROCEDURES**

- A. Before work under this Agreement commences, the Contractor will designate, by written notice to the Airport Representative, an experienced, competent and knowledgeable, full-time employee of the Contractor as the Contractor's "**Project Coordinator**". The Project Coordinator shall be fully authorized to act for the Contractor in all matters covered by this Agreement. The Contractor shall also

furnish all supervisory personnel with copies of these specifications and shall make certain that all such personnel understand the provisions thereof.

- B. When necessary, or as requested by the Airport Representative, the Contractor shall make periodic reports and recommendations to the Airport Representative with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this Agreement.
- C. The Contractor's performance hereunder shall be in accordance with the highest standards of care, skill, and diligence provided by professionals who perform services similar to the services contemplated by this Agreement. All work shall be executed in the most workmanlike, safe and substantial manner and everything shall be furnished by Contractor that is necessary to complete and perfect the aforesaid work according to the design and intention, whether particularly specified or not which may be inferred from this Agreement and its specifications. Work which should properly be performed by skilled laborers, shall not be attempted by common laborers.
- D. The Contractor shall ensure that all equipment and temporary offices and Trailers used on the job are conspicuously marked with both the name and telephone number of the Contractor. (if applicable)
- E. Daily site clean-up shall be accomplished by the Contractor. This clean-up shall include the placing of material, tools, and equipment in a neat, safe, and orderly arrangement. Equipment must never be allowed to block access to existing facilities. Rubbish, debris, rubble, and garbage shall be properly removed daily and disposed of by the Contractor in accordance with all applicable local, state, and federal laws and regulations. The Contractor acknowledges, stipulates, and agrees that the City and its officers, agents, representatives, or employees shall not be responsible or liable for in any way whatsoever for any hazardous condition created by, arising out of, or incidental to the Solid Waste Disposal & Recycling Services performed by the Contractor or its officers, employees, contractors, representatives, or agents under this Agreement. (See Appendix B, Section 1 entitled "Insurance and Indemnification.")
- F. The Contractor shall furnish, and have on the job at all times, ample equipment to properly and safely carry out the work contemplated herein including such tool or equipment as may be necessary to meet emergency requirements.
- G. The Contractor shall give personal attention to the performance of this Agreement and shall furnish to the Airport Representative a listing of all employees (including subcontractor's employees) performing services under this Agreement. (See also Appendix B, Section 3 entitled "Assignment and Subcontracting") This listing of said employees shall be updated and maintained by the Contractor throughout the term of this Agreement. The Contractor shall 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 Contractor will be considered the same as given to the Contractor in person.
- H. Contractor, at its cost, shall be required to secure all necessary permits and/or licenses or approvals required or necessary to fulfill the Provisions of the Agreement.
- I. The Contractor shall attend a pre-performance conference prior to commencement of any work under this Agreement. Said conference shall be after the date of Agreement execution, and prior to start of the work.
- J. The work to be performed under this Agreement is on an active Airport. Therefore, prior to the start of any work under this Agreement, the Contractor shall provide the Airport Representative with a work schedule which shall indicate a proposed sequence and time schedule of the work to be accomplished for the Airport Representative's prior written approval. (See Appendix A, Section 2, Scope of Work.)
- K. In case of an emergency, the Director, Operations Supervisor, or either of their representatives, shall have authority to order the Contractor to immediately terminate work and clear the area of personnel and equipment. The Contractor shall immediately comply to such an order with all possible speed.
- L. Any work not herein specified which may be fairly implied as included in the Agreement, of which the Director shall be the sole and absolute judge, shall be done by the Contractor without extra charge. The Contractor shall do all Extras that may be requested or ordered by the Director in writing. No claim for Extras shall be allowed in favor of the Contractor unless such Extras have been ordered in advance by written request of the Director. The Contractor shall furnish the Director with itemized bills for all items included under this heading, 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 15th day of the following month, and the amounts therein shall be in accordance with the daily time, material, and equipment statements duly approved by the Director. As proof of costs, the Contractor shall submit copies of itemized invoices received from the Contractor's approved subcontractor(s) which have been previously reviewed and approved by the Contractor. 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 Contractor and the Director in writing prior to such Extras being performed. (See Appendix A, Sections 2.C(1), 3 and 8.A.).
- M. The Airport Representative will determine the amount, classifications, acceptability, and fitness of all work to be done, and will decide all questions which

may arise relative to the proper performance of this Agreement, and his decisions shall be final and conclusive, except as provided for in Appendix A, Sections 12.

- N. The City reserves the right to solicit bids and award contracts to other contractors for any modifications or additions to the Solid Waste Disposal & Recycling Services. The City reserves the right to furnish components, parts, supplies, equipment, and materials at its discretion and/or to perform the work contemplated herein. (See Appendix A, Sections 8.B. and 23.G.)

6. **RULES AND REGULATIONS**

- A. Contractor warrants, represents, and agrees that the Contractor shall 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. Contractor warrants, represents, and agrees that the Contractor 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 this Agreement and/or the work or services contemplated herein.
- B. The Contractor 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. Any and all violations by the Contractor or its officers, employees, subcontractors, independent contractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. 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 Appendix A, Section 19.E).
- C. The Contractor shall be responsible for the work of all subcontractors and agents, and all work shall be kept under the Contractor's control. A complete list of all such subcontractors shall be submitted to the Director for his prior written approval (See Appendix "B", Section 3 herein).
- D. The Contractor 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.

7. **REPAIR OF DAMAGE**

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

8. **PAYMENTS**

- A. The Contractor shall submit to the Airport Representative a monthly-itemized invoice for Basic Services as set out in Appendix "C", and the cost of Extras, less the cost of services deleted by the Airport Representative at the rates provided for in Appendix "C" (See Appendix A, Section 2.B(3)). The invoice shall state a) the contract number, b) the ordinance number, c) date the work was performed, d) the type of work performed, e) weight tickets, and f) the amount (See also Appendix A, Section 2.D(12)). Payment for Extras ordered by the Director in writing shall be at the rates and amounts as provided for in Appendix "A," Sections 3 and 5.L. Contractor shall also submit with its invoices and/or as may be requested by the Airport Representative, any other shipping documents, manifests, waste characterization and approval or acceptance documents for disposal, including information regarding the ultimate disposal facilities.
- B. Nothing in this Agreement shall be construed or interpreted to create a debt, liability, or obligation of any kind whatsoever on the City for the City to order or request any particular amount of work or services. (See also Appendix A, Sections 5.N. and 23.G.)
- C. Payment by the City to the Contractor for the performance of the Solid Waste Disposal & Recycling Services shall be made at the rates and/or charges and/or amounts outlined in Appendix "C", subject to and in accordance with the Provisions of this Agreement. Payment for Extras ordered by the City as provided for in Sections 3 and 5.L shall be made at the rates agreed to in writing by the Director and the Contractor as provided for in Sections 3 and 5.L. All payments shall be contingent upon the appropriations of sufficient funds by the City annually.
- D. The Contractor 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 Contractor hereby acknowledges and agrees that the City shall not be required or obligated to pay any invoice submitted to the City by the Contractor 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 Contractor for services or work performed pursuant to the Agreement for which invoices have not been submitted to the City for payment within six (6) months of the expiration or earlier termination of this Agreement.

- E. The total Contract Not-To Exceed Amount of this Agreement is One Million Three Hundred Thousand Dollars (\$1,300,000.00).

9. **CLAIMS**

- A. The Contractor 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 Contractor, 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 Contractor.
- B. The Contractor 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 Contractor or its officers, employees, representative or agent in the execution of this Agreement or other infringement or alleged infringement of any intellectual property right.

10. **REPLACEMENT OF PERSONNEL**

Contractor agrees to promptly replace the manager or any employee working under this Agreement should the Airport Director feel and recommend that such should be done for the good of the services being rendered. The Airport Director's decision shall be final and binding.

11. **PROHIBITED ACTS**

Contractor 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 Airport Representative, 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 of 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 Contractor'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 Contractor shall on demand, pay the City the increase in the cost of insurance premiums paid or payable by the Airport which shall have been charged because of such violation by the Contractor. For the purpose of this section, "Airport" includes all structures or improvements located thereon.

12. **RIGHT OF REVIEW**

Contractor shall have the right to take any decision or direction of the Airport Representative 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 Airport Representative'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 Airport Representative. (See Appendix A, Sections 5.M. and 17)

13. **GOVERNING LAW**

It is understood and agreed by and between the City and Contractor 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.

14. **WAIVERS OF LIEN**

Upon completion of work contemplated herein, and if requested by the City, the Contractor shall submit within five (5) business 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 a manner acceptable to the Airport Representative. Contractor warrants, represents, and agrees not to permit any mechanics' or materialmen's liens or any other lien or encumbrance to be attached or foreclosed upon the City's property or any part or parcel thereof, or on the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic, materialman, contractor, or any other reason.

15. **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 Contractor to perform the work and services contemplated herein.

16. **PRECAUTIONARY MEASURES**

Contractor warrants, represents, stipulates, and agrees the Contractor shall exercise every precaution to prevent injury to persons or damage to property and avoid inconvenience to the City's travelers, licensees, and invitees, or airlines operating at the Airport, and/or other users of the Airport. Contractor shall without limiting the generality hereof, place such watchmen, erect such barricades and railings, give such warnings, display such lights, signals, or signs and exercise such precautions against fire, or electrocution, and take such other precautions as may be necessary, proper or desirable.

17. **INSPECTIONS**

- A. The Airport Representative shall at all times have free access to the work, as well as the equipment, and shops of the Contractor for the purpose of determining Contractor's compliance with the Provisions of this Agreement. The Airport Representative may perform periodic inspections of the work as outlined in the Agreement, to determine that services performed by the Contractor meet with required standards and the Contractor will be required to timely and promptly make any improvements as required by the Airport Representative (See Appendix A, Section 5.M).
- B. The Airport Representative 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 his decisions shall be final and conclusive except as provided for in Appendix

A, Section 12. Nothing herein shall be construed or interpreted to mean that the Contractor is an agent or representative of the City.

18. STORAGE AND STAGING AREA

- A. Location of storage and transfer area (“**Transfer Area**”) will be assigned by the Airport Representative in writing (if applicable). If assigned, the Transfer Area will be used for storage of the Contractor’s equipment and property, and shall be maintained by the Contractor at its cost and to the City’s standards as provided for in this Agreement. Assignment of the Transfer Area will be based on availability of space.
- B. The Contractor will be responsible for the security of its equipment and shall maintain and/or improve the Transfer Area as directed by the Airport Representative. The Contractor acknowledges, stipulates, and agrees that the City (including its officers, employees, agents or representatives) shall not be responsible or liable for any vandalism, theft, casualty, loss, or damages of any kind whatsoever to the Contractor’s equipment, containers, compactors, parts, tools, or supplies.

19. BADGING

- A. The Contractor 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 Appendix A, Section 6.A)
- B. The Contractor at its cost shall supply to and update as needed for the Airport Police Security Operations Bureau, a list of the Contractor’s employees to be issued an Airport Employee Badge.
- C. The Contractor 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 Contractor shall, when requested and ordered by the Airport Representative, 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 Contractor employees assigned to work with the Security Identification Display Area (“**SIDA**”). The Contractor 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 Contractor shall bear the cost of providing badges for the Contractor’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 Contractor.

- E. The Contractor 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 Contractor or its officers, employees, subcontractors, agents, or representatives pertaining to Airport Security resulting in a fine or penalty to the City or the Contractor, or its officers, employees, agents, or representatives, will be the responsibility of the Contractor. 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 Appendix A, Section 6.B).
- F. Due to the amount of time needed to complete the badging process, it is recommended that the Contractor begin the process thirty (30) days prior to the Commencement Date of this Agreement.

20. UNIFORMS

Contractor, at its costs, shall provide uniforms for all its employees assigned to the Airport. Such uniforms are to bear the company's name and be approved by the Airport Representative in writing.

21. PERFORMANCE & PAYMENT BOND

- A. At or prior to the execution of this Agreement, the Contractor shall immediately execute **two (2)** Performance Bonds and **two (2)** Payment Bonds with surety satisfactory to the City as follows: One Performance Bond and One Payment Bond *each* in the amount of Two Hundred Thousand (\$200,000) conditioned on the full and faithful performance of all Provisions of this Agreement to be executed regarding the Basic Services for Domestic Solid Waste Disposal and Recycling Services AND One Performance Bond and One Payment Bond *each* in the amount of Sixty Thousand (\$60,000) dollars conditioned on the full and faithful performance of all Provisions of this Agreement to be executed regarding the International Solid Waste Disposal and Recycling Services. Affirmation by the Surety Company to execute the Performance Bonds and the Payment Bonds must be executed by Attorney-In-Fact for the surety company before a Notary Public licensed by the State of Missouri. The Payment Bonds shall comply with the coverage requirements and conditions of Section 107.170 RSMo. The City will allow submittal of a one year renewable bonds to meet the requirements of this Section 21. The Contractor shall notify the City no later than thirty (30) days prior to the termination, cancellation, or non-extension of the Performance Bonds and/or Payment Bonds and if the Contractor's Performance Bonds and/or Payment Bonds are terminated, cancelled, not renewed or extended, the Contractor shall promptly

provide the City with a replacement bond(s) in full compliance with this Section 21. 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 may be.

- B. Copies of the Performance Bonds and the Payment Bonds, in a form acceptable to the City, shall be given to the Airport Representative for approval before the work of this Agreement begins.

22. 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.

23. GENERAL PROVISIONS

- A. The Contractor is, and at all times hereunder, shall be and remain an independent contractor and nothing herein shall be interpreted or construed to mean that the Contractor or any of its employees or agents is an employee or agent of the City.
- B. The Contractor shall coordinate the services performed under this Agreement with the Airport Representative designated by the Airport Director.
- C. This Agreement shall be the entire agreement and no amendment or modification shall be made unless in writing and signed by the parties hereto.

- D. The City of St. Louis and the Contractor 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.
- E. A waiver by either party of the Provisions 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.
- F. The Contractor 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 Contractor for at least three (3) years after the expiration or termination of this Agreement. The City reserves the right to investigate, audit, and review, upon written request, such records and documents, in order to determine compliance with this Agreement. (See Appendix B, Section 7 entitled "Right To Audit Clause")
- G. Contractor acknowledges, understands, stipulates, and agrees that the City retains the right to receive bids and award contracts on any modifications, deletions, or additions to the Solid Waste Disposal & Recycling Services contemplated herein. In addition, the City shall retain the right to furnish materials, equipment, or supplies at its discretion, or perform for itself, any work contemplated herein. (See Appendix A, Sections 5.N. and 8.B.)
- H. No alderman, commissioner, director, board member, officer, employee or other agent of the City shall be personally liable under or in connection with the Agreement.
- I. 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, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. (See APPENDIX "A", Section 23K.)
- J. 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.
- K. 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.

- L. The parties affirm each has full knowledge of the Provisions and requirements contained in this Agreement. As such, the 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.
- M. Unless otherwise expressly provided for herein, when the consent, approval, waiver, release, or certification (“**Approval**”) of either party is required under the Provisions 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.

24. **MAPS**

A general map of the areas including the location and configuration of the containers and compactors to be maintained is attached as “Attachment 1” and incorporated herein. The Director, on behalf of the City, is hereby authorized to administratively modify or amend Attachment 1 without a formal amendment to this Agreement by providing written notice to the Contractor.

- A. No change, variation or deviation from the map or specifications shall be made except by prior written order of the Airport Representative. (See Appendix A, Sections 2.B(3) and 2.D.5) Should the Contractor find, at any time during the progress of the work, that in his opinion existing conditions demand, make desirable or beneficial a modification in requirements covering any particular item or items, he is required to promptly transmit such information to the Airport Representative for his decision and instructions.
- B. The Contractor shall perform all work within area shown on the map as ordered and directed in writing by the Airport Representative and shall not obstruct adjacent roads, walks, parking areas, etc. with materials or equipment. The Contractor shall also see that its operations do not interfere with other City department operations. The Contractor shall coordinate operations closely with the Airport Representative.

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

APPENDIX "B"

**GENERAL SPECIFICATIONS
(SOLID WASTE DISPOSAL & RECYCLING SERVICES)**

1. INSURANCE AND INDEMNIFICATION

- A. The Contractor, 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 Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors pursuant to this Agreement under the following types of coverage:
1. Comprehensive General Liability;
 2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).
- B. **The minimum limits of coverage for the above classes of insurance shall equal a single limit of Ten Million Dollars (\$10,000,000.00) comprised of such primary and excess policies of insurance as the Contractor 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 "Additional Insured".** Prior to execution of this Agreement, Contractor shall provide certificates of said insurance to the Airport Representative in form and content satisfactory to the City. In addition, the Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, representatives, and independent contractors and, contractual liability insurance sufficient to cover Contractor'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 Contractor 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 Contractor's policy.

- D. The Contractor shall protect, defend, and hold the City and the City's Board of Aldermen and the Airport Commission, and St. Louis County 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 and/or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, 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 Contractor reasonable notice of any such claims or actions. The Contractor 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 Contractor shall maintain at least at the statutory requirements, such insurance in full force and effect to protect the Contractor, 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 Contractor, its employees, agents, and representatives in the performance of the service covered by this Agreement.

2. CANCELLATION

- A. The City retains the right to cancel this Agreement immediately upon written notice to the Contractor, if the Contractor should fail to properly keep any Provision of this Agreement; or, if the quality of service should fall below the specified standards; or, if the Contractor should fail or refuse to render the amount of service required.

- B. The Contractor 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 Airport Representative 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, schedules, records, files, logs, or property paid for, supplied or owned by the City shall be promptly (within one (1) business day) returned to the City by the Contractor.

3. ASSIGNMENT AND SUBCONTRACTING

- A. Contractor 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, Contractor shall submit a written request to the City along with a copy of the proposed assignment agreement. The City reserves the right to refuse without cause or justification, such requests. No assignment shall be made or shall be effective unless Contractor shall not be in default on any of the other terms, covenants, and conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the Provisions of this Agreement. The parties to this Agreement understand and agree that the Contractor 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. Contractor 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. 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, Contractor shall submit a written request to the Director of Airports. This request must include a copy of the proposed subcontract or agreement. The City reserves the right to refuse without cause or justification, such requests. At a minimum, any sub-contract or agreement must expressly require strict compliance with the terms, covenants,

and conditions of this Agreement. The Contractor shall furnish all authorized subcontractors or agents a copy of this Agreement. The parties understand and agree that the Contractor is responsible for the performance of its subcontractors 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 Contractor 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 M/W/DBE subconsultants or subcontractors for participation under this Agreement at the percentage participation goals as set out below:

The Kiesel Company	WBE	5%
Regency Enterprises Services, LLC	MBE	30%

4. AFFIRMATIVE ACTION PROGRAM AND NON-DISCRIMINATION

- A. Contractor agrees during performance under this Agreement, that discrimination will not be permitted against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, disability, national ancestry or origin.
- B. Contractor agrees during performance under this Agreement, that all printed or circulated Agreements, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry.
- C. Contractor agrees during performance under this Agreement, that should it be determined by the Contractor or City that Contractor will be unable to conform to the approved positive employment program, submitted to determine eligibility under the Fair Employment Division Practices Provisions of the City Code, will notify the Fair Employment Division of the St., Louis Council on Human Relations within ten days as to the steps to be taken by the Contractor to achieve the provisions of this program.
- D. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

- E. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement, or to furnish information or permit records and accounts to be inspected, within twenty days from the date requested, this Agreement may be canceled, terminated, or suspended in whole or part and Contractor may be declared ineligible for further City contracts for a period of one year, by the option of the City; provided further in the event the contract is canceled, terminated, or suspended for failure to comply with fair employment practices, the Contractor shall have no claim for any damages against the City.
- F. Contractor 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 Contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.
- G. Whenever the Contractor is sued or threatened with litigation by a subcontractor vendor, individual, group or association, as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.
- H. The Contractor must submit evidence from the City's Civil Rights Enforcement Agency (CREA) stating that Contractor 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. Contractor 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.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

5. **PREVAILING WAGE AND FRINGE BENEFITS**

The Contractor warrants, represents, and agrees that all employees and subcontractor'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 5 is subject to and shall be in accordance with City Ordinance No. 62124.

6. **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 of St. Louis Airport Authority 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 MBE/WBE participation is less than this Agreement goal, the Contractor shall continue good faith efforts throughout the term of this Agreement to increase MBE/WBE participation and to meet this Agreement goal.

Please note: Contractors which have been certified as either an MBE or WBE are still required to fill both goals. In addition, Contractors 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 Contractor 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 Contractor 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 of St. Louis Airport Authority.
2. A current Directory of M/W/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 Programs Office, Lambert – St. Louis International Airport®, P.O. Box 10212, St. Louis, Missouri 63145 or by calling (314) 426-8111.

E. Eligibility:

Contractor 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 Contractor and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan. ***Firms must be certified prior to the bid opening 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 Contractor 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 Contractor shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/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 Contractor shall immediately notify the City of St. Louis Airport Authority DBE office prior to replacement of the firm.
2. Substitutions of MBE/WBE must be approved in writing by the Director. (See Appendix B, Section 3.B.) Substitutions of MBE/WBE will be allowed only when the MBE/WBE has failed to perform due to a default (material breach) of its subcontract or agreement. Contractor 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 M/WBE goals cannot be met, the bidder shall document and submit justification utilizing the Contractor'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 contractor's good faith efforts will be evaluated by the City. The contractor must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

1. Efforts made to select portions of the work proposed to be performed by M/WBEs 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 M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.
2. Written notification at least (14) calendar days prior to the opening of bids, soliciting individual M/WBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer, contractor, 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 M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.
4. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:

- a. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.
 - b. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - c. A statement of why additional agreements with M/WBEs were not reached, and
 - d. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.
5. Absence of any agreements between the contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.
 6. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
 7. Documentation that qualified M/WBEs are not available, or not interested.
 8. Attendance at any meeting scheduled by the user department, or the SLDC to encourage better contractor-subcontractor relationships, forthcoming M/WBE 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 M/WBEs and area of interest.
 10. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.
 11. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
 - a. M/WBE 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. Contractor normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.
 - g. Restricting to only those general group of items which may be listed in proposal under such headings "Items Subcontractible to M/WBE firms".
12. The demonstration of good faith efforts by the contractor must, in the end, prove the contractor had actively and aggressively sought out M/WBEs to participate in the project.
13. The information provided will be evaluated to determine if the low bidder is responsive. All the information provided must be accurate and complete in every detail. The apparent low bidder's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

J. Record Keeping Requirements:

The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Airport Authority to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Airport Authority reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

K. Reporting Requirement:

The Contractor shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis Airport Authority DBE Office. Actual payments to MBEs/WBEs will be verified. These reports will be required until all MBE/WBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

L. Applicability Of Provisions To MBE/WBE Contractors:

These provisions are applicable to all contractors including MBE/WBE contractors. If the MBE/WBE contractor intends to sublet any portion of this Agreement, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

7. **RIGHT TO AUDIT CLAUSE**

- A. The Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal working hours and kept within the greater St. Louis metropolitan area. A City representative 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 Contractor's "**records**" as referred to in this Agreement shall include any and all information, materials, and data of every kind and character, 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, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. 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 Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation of:
1. Contractor'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 Contractor or any of its payees or subcontractors, if any.

8. **LIVING WAGE**

- 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

Contractor hereby warrants, represents, stipulates, and agrees to strictly comply with these measures beginning on the Commencement Date of this Agreement:

1. **Minimum Compensation:** Contractor 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 1, and Contractor 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:** Contractor 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 Contractor’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:** Contractor 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 Contractor’s employees, in a prominent place in a communal area of each worksite covered by this Agreement.
4. **Subcontractors:** Contractor 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. Contractor 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, Contractor 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 Contractor’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:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor 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. **Acknowledgements:** Contractor acknowledges receipt of a copy of the Ordinance and Regulations.

9. **NOTICE PROVISION**

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, or overnight courier to:

Airport Director
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

With a copy to:

William Linton
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

And a copy to:

Robert Salarano
St. Louis Airport Authority
P.O. Box 10212
St. Louis, MO 63145

All notices, demands, and requests by the City to the Contractor shall be sent to:

Jody Cool-Penning
Allied Services, LLC
d/b/a Republic Services
12976 St. Charles Rock Road
Bridgeton, Missouri 63044

The City or Contractor 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 Contractor or the Airport Director.

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

APPENDIX "C"

**RATES & CHARGES FOR
SOLID WASTE DISPOSAL & RECYCLING SERVICES**

	Year 1	Year 2	Year 3	Year 4	Year 5
Basic Services – Solid Wastes*					
Charge per month for Monthly container rental (37 containers/compactors)	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00
Charge per ton serviced (includes transportation & disposal)	\$58.21	\$59.37	\$60.56	\$62.37	\$64.24
Basic Services – Recyclables*					
Charge per month for Monthly container rental (26 containers/compactors)	\$1,521.00	\$1,521.00	\$1,521.00	\$1,521.00	\$1,521.00
Charge per ton serviced – single stream (includes transportation & disposal)	\$74.30	\$75.78	\$77.30	\$77.30	\$77.30
Charge per ton serviced – rubber tires (includes transportation & disposal)	\$189.00	\$192.78	\$196.63	\$202.53	\$208.61
Charge per ton serviced – yard waste (includes transportation & disposal)	\$62.66	\$65.69	\$67.77	\$69.80	\$71.89
Charge per ton serviced – cardboard (includes transportation & disposal)	\$74.30	\$75.78	\$77.30	\$77.30	\$77.30
Charge per month for extra container – 8 yd fel - solid waste**	\$13.25	\$13.91	\$14.33	\$14.76	\$15.20
Charge per month for extra container – 20 yd roll off -solid waste**	\$189.00	\$198.45	\$204.40	\$214.62	\$225.35
Rebate % for cardboard	100%	100%	100%	100%	100%
Rebate % for single stream	100%	100%	100%	100%	100%

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

ALLIED SERVICES, LLC
D/B/A REPUBLIC SERVICES

ATTEST:

BY: James M. Stale 9/21/2012
Date

BY: [Signature] 9-21-2012
Date

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

Pursuant to City 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 Jay Cwl-Penning (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Jay Cwl-Penning (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

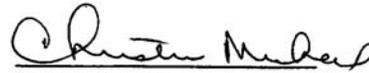
I am the Major Account Executive (Position/Title) of Allied Services, LLC .DBA: Republic Services (Contractor).

I have the legal authority to make the following assertions:

1. Allied Services, LLC .DBA: Republic Services (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Lambert - St. Louis International Airport - Solid Waste Disposal and Recycling Service (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, Allied Services, LLC .DBA: Republic Services (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 19th day of July, 2012


Notary Public

My Commission Expires:
Nov 28, 2013



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.

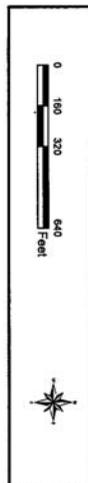
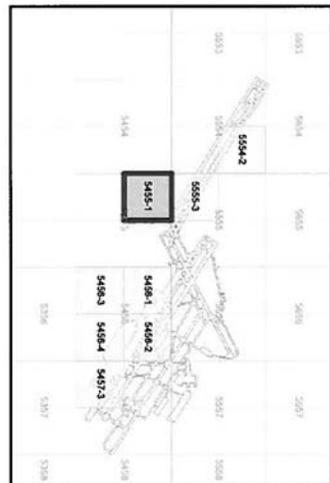
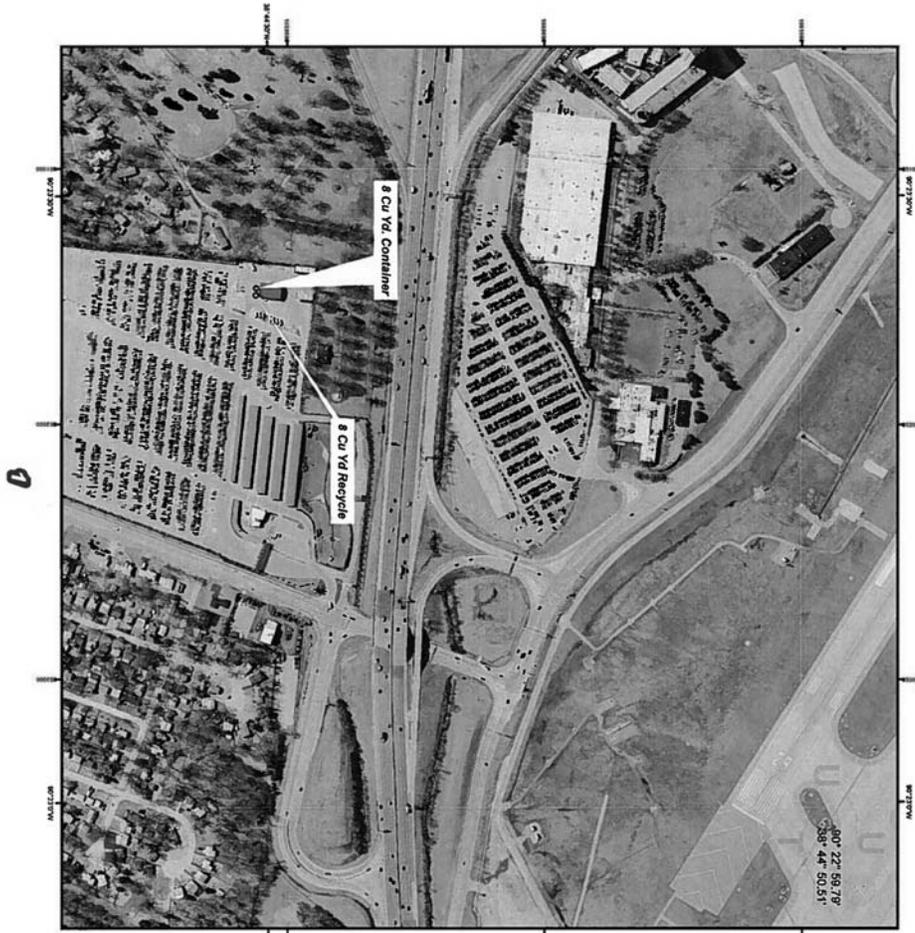
The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org> or obtained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

ATTACHMENT 1

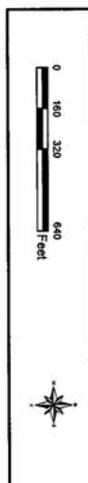
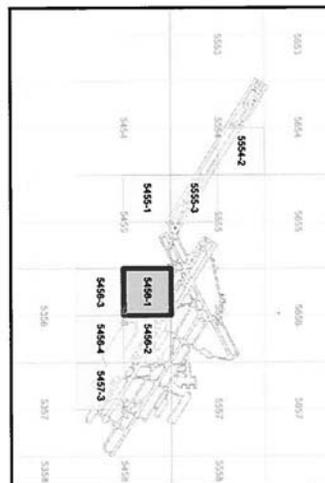
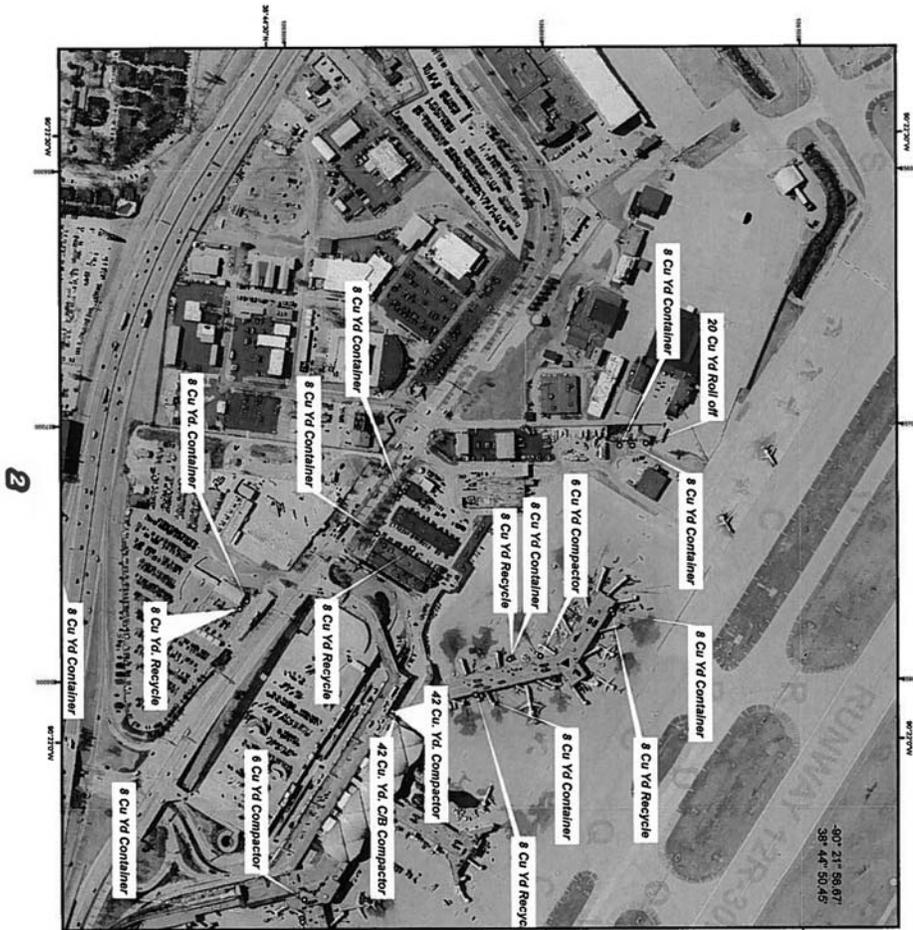
MAPS



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- Trash Containers

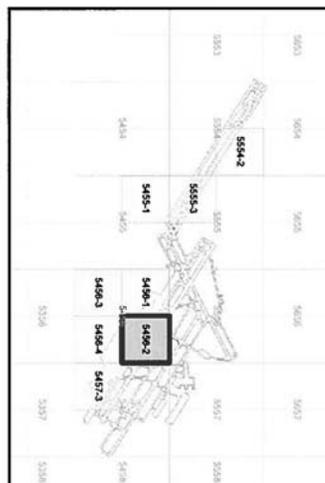
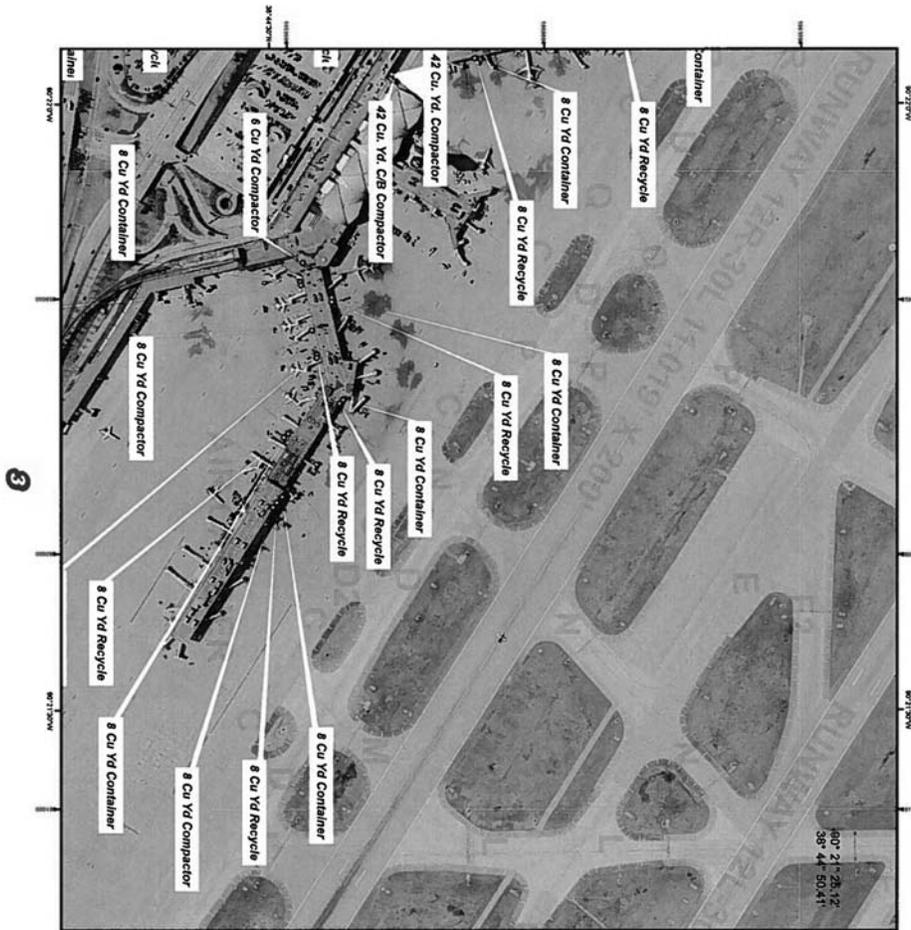
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<p>Lambert Airport Trash Containers</p>	
<p><small>OPERATED BY THE PORT COMMISSIONERS SYSTEM UNITS OF THE STATE OF MISSOURI</small></p>	
<p>Approved Date: 4/18/2012</p>	<p>Drawing ID: 074612</p>
<p>Print Date: 4/18/2012</p>	<p>Map Area Code: 7</p>
<p>Page 1 of 8</p>	



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- Trash Containers

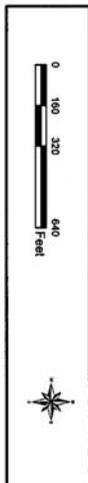
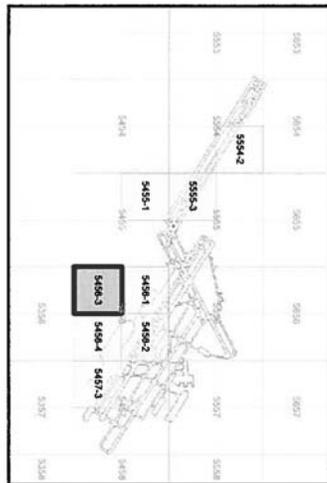
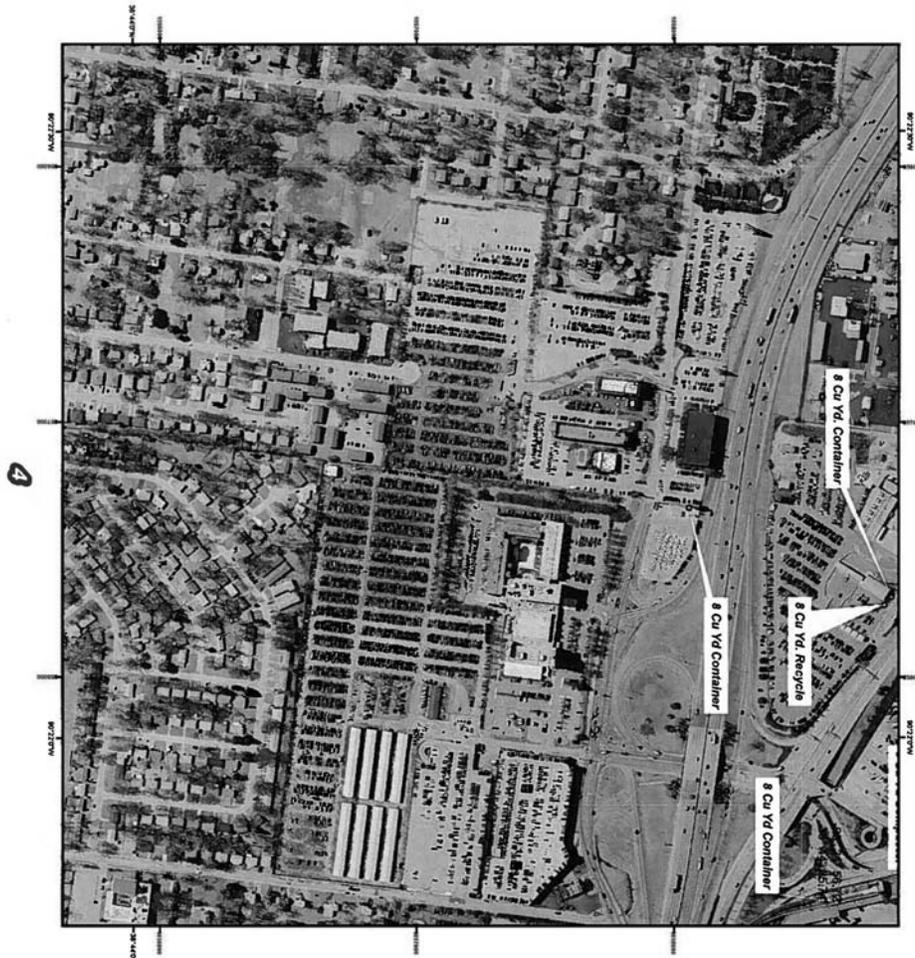
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<p>Lambert Airport Trash Containers</p>	
<p><small>PROJECT TITLE: LAMBERT AIRPORT TRASH CONTAINERS DATE: 4/18/2012 DRAWN BY: J. J. JONES CHECKED BY: J. J. JONES APPROVED BY: J. J. JONES</small></p>	
<p>Approval Date: 4/18/2012</p>	<p>Drawing ID: 704112</p>
<p>Print Date: 4/18/2012</p>	<p>Page 2 of 8</p>



Legend:

- Trash Containers

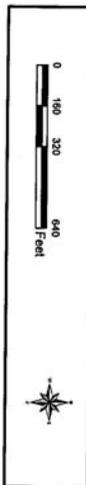
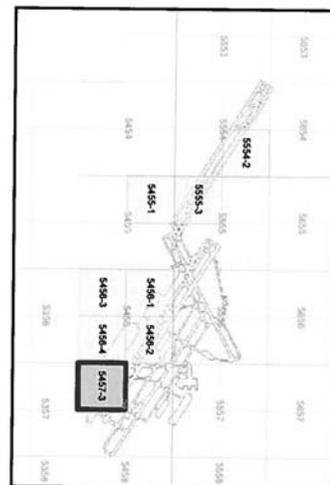
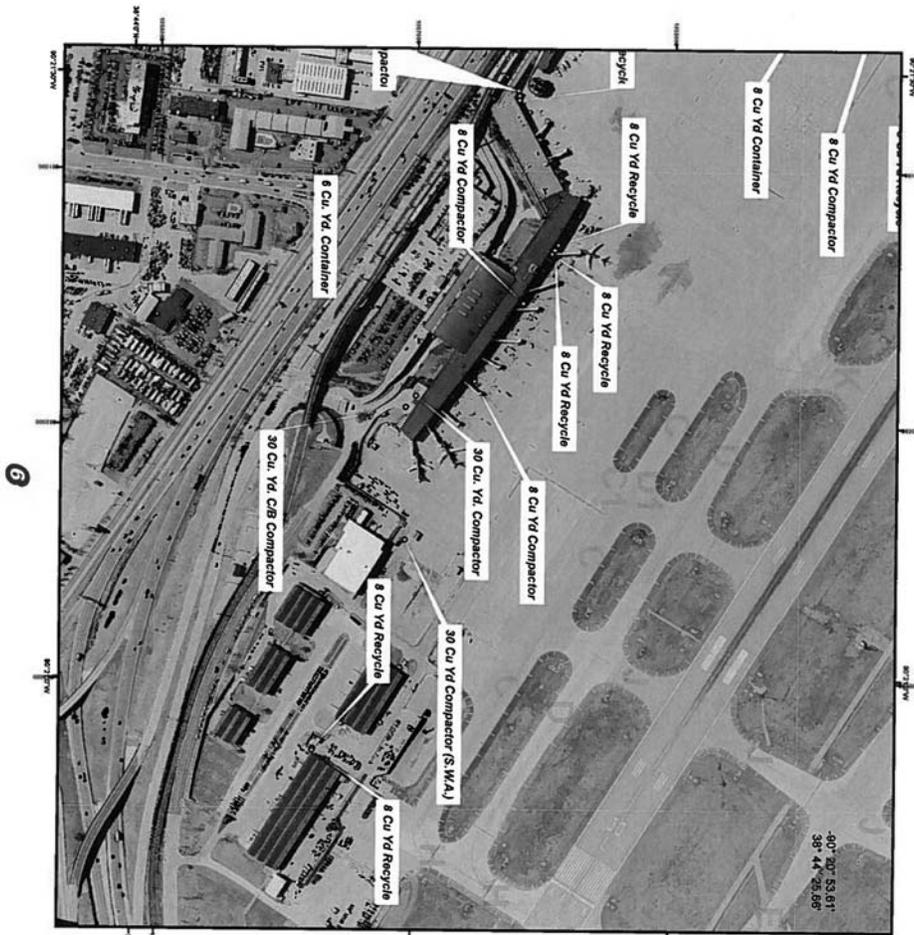
<p>LAMBERT ST. LOUIS INTERNATIONAL AIRPORT</p>	
<p>Lambert Airport Trash Containers</p>	
<p><small>FOR THE CITY OF ST. LOUIS THE BOARD OF COMMISSIONERS TRAFFIC AND PUBLIC SAFETY DEPARTMENT OFFICE OF THE CITY CLERK 300 N. 7TH STREET, 4TH FLOOR ST. LOUIS, MO 63102</small></p>	
<p>Approved Date: _____</p> <p>Print Date: 4/18/2012</p>	<p>Drawing ID: _____</p> <p>Page: 3 of 8</p>



Legend:

- Trash Containers

<p>LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT</p>	
<p>OPERATED BY CHRYSLER FORD CREDIT SERVICES SYSTEM UNDER A LICENSE TO THE CITY OF ST. LOUIS, MISSOURI</p>	
Approved Date:	Drawing ID:
4/18/2012	54812
Print Date:	May 2012
4/18/2012	4
<p>Page 4 of 4</p>	



Legend:

- Trash Containers

LANBERT-ST. LOUIS INTERNATIONAL AIRPORT

Lambert Airport Trash Containers

APPROVED FOR THE AIRPORT TRASH CONTAINER SYSTEM

APPROVED DATE: 4/18/2012

DESIGNED BY: [Name]

PROJECT NO: 6

PAGE 6 OF 8

**St. Louis Airport Commission
Briefing Paper**

Allied Services, LLC d/b/a Republic Services

October 10, 2012

Background: The Airport requires that trash and refuse, rubber tires, scrap metals, and International Garbage be disposed of in a proper and timely manner.

Allied Services, LLC was incorporated in 1996 and provides waste removal/recycling services to millions of commercial, residential, municipal, and industrial customers in 40 different states. Some of those customers are BJC Healthcare, Wentzville School District, Mid Coast Aviation, and Fort Wayne Airport.

Agreement: This Agreement provides for solid waste disposal and recycling services for the Airport.



AIRPORT COMMISSION EXECUTIVE SUMMARY

OCTOBER 10, 2012

Contractor: Allied Services, LLC d/b/a Republic Services

Activity Description: Consultant shall supply all supervision, labor, supplies, parts, equipment and materials necessary to perform Solid Waste & Recycling Services required by Lambert-St. Louis International Airport.

Agreement Term: Begins on March 1, 2013 and ends on February 28, 2018.

Contract Amount: The total Not-To-Exceed Contract Amount is \$1,300,000.

Last 12 Month Expenditures: \$310,690.01

Agreement Period & Marketing Effort: The Solicitation For Bids was released on June 14, 2012 and bids were received on July 19, 2012. Eighteen (18) solicitation letters were mailed out and two (2) bids were submitted by Waste Management of Missouri, Inc. and Allied Services, LLC d/b/a Republic Services. Allied Services, LLC d/b/a Republic Services, a qualified and responsive contractor, submitted the lowest and best bid.

MBE/WBE Participation:

The Kiesel Company	WBE	5%
Regency Enterprises Services, LLC	MBE	30%

Staff Contact: Gerard Slay, Airport Senior Deputy Director
(314) 426-8023 gmslay@flystl.com

Recommendations & Approvals Needed: It is requested that the Airport Commission approve the award of this Agreement for Solid Waste Disposal & Recycling Services to Allied Services, LLC d/b/a Republic Services and authorize the Airport Director to sign this Agreement. Approval by the Board of Estimate and Apportionment (E & A) and the Board of Aldermen is also required.

Solid Waste Disposal & Recycling Services 8/07/2012					
Year 1					
	Allied Services, LLC d/b/a Republic Services	Yearly Cost	WM of Mo, Inc	Yearly Cost	Yearly Cost
BS - Solid Waste Monthly Container Rental (37 Containers/Compactors)	\$ 4,100.00	\$ 49,200.00	\$ -	\$ -	\$ -
BS - Solid Waste Bid Per Ton	\$ 58.21	\$ 152,510.20	\$ 82.20	\$ 215,364.00	\$ 215,364.00
BS - Recyclables Monthly Container Rental (26 Containers/Compactors)	\$ 1,521.00	\$ 18,252.00	\$ 580.00	\$ 6,960.00	\$ 6,960.00
BS - Bid per Ton (Single Stream)	\$ 74.30	\$ 14,367.39	\$ 76.39	\$ 14,771.53	\$ 14,771.53
BS - Bid per Ton (Rubber Tires)	\$ 189.00	\$ 1,457.19	\$ 145.00	\$ 1,117.95	\$ 1,117.95
BS - Bid per Ton (Yard Waste)	\$ 62.66	\$ 5,609.95	\$ 62.66	\$ 5,609.95	\$ 5,609.95
BS - Bid per Ton (Cardboard)	\$ 74.30	\$ 5,326.57	\$ 66.78	\$ 4,787.46	\$ 4,787.46
Extra Container - 8 YD FEL (Solid Waste)	\$ 13.25	\$ 13.25	\$ 25.00	\$ 25.00	\$ 25.00
Extra Container - 20 YD Roll Off (Solid Waste)	\$ 189.00	\$ 189.00	\$ 240.00	\$ 240.00	\$ 240.00
Rebate % - Cardboard	100%	\$ 5,018.30	50%	\$ 2,509.15	\$ 2,509.15
Rebate % - Single Stream	100%	\$ 7,734.80	50%	\$ 3,867.40	\$ 3,867.40
Alternative Incentive	n/a		n/a		

Year 1 Total Cost Republic = \$ 234,172.45 WM = \$ 242,499.34

Difference \$ 8,326.89

Solid Waste Disposal & Recycling Services
8/07/2012

Year 2

	Allied Services, LLC d/b/a Republic Services	Yearly Cost	WM of Mo, Inc	Yearly Cost
BS - Solid Waste Monthly Container Rental (37 Containers/Compactors)	\$ 4,100.00	\$ 49,200.00	\$ -	\$ -
BS- Solid Waste Bid Per Ton	\$ 59.37	\$ 155,549.40	\$ 84.66	\$ 221,809.20
BS - Recyclables Monthly Container Rental (26 Containers/Compactors)	\$ 1,521.00	\$ 18,252.00	\$ 580.00	\$ 6,960.00
BS - Bid per Ton (Single Stream)	\$ 75.78	\$ 14,653.58	\$ 78.68	\$ 15,214.35
BS - Bid per Ton (Rubber Tires)	\$ 192.78	\$ 1,486.33	\$ 145.00	\$ 1,117.95
BS - Bid per Ton (Yard Waste)	\$ 65.69	\$ 5,881.23	\$ 64.54	\$ 5,778.27
BS - Bid per Ton (Cardboard)	\$ 75.78	\$ 5,432.67	\$ 68.78	\$ 4,930.84
Extra Container - 8 YD FEL (Solid Waste)	\$ 13.91	\$ 13.91	\$ 25.00	\$ 25.00
Extra Container - 20 YD Roll Off (Solid Waste)	\$ 198.45	\$ 198.45	\$ 240.00	\$ 240.00
Rebate % - Cardboard	100%	\$ 5,018.30	50%	\$ 2,509.15
Rebate % - Single Stream	100%	\$ 7,734.80	50%	\$ 3,867.40
Alternative Incentive	n/a		n/a	

Year 2 Total Cost Republic = \$ 237,914.47 WM = \$ 249,699.06
Difference \$ 11,784.59

**Solid Waste Disposal & Recycling Services
8/07/2012**

Year 3

	Allied Services, LLC d/b/a Republic Services	Yearly Cost	WM of Mo, Inc	Yearly Cost
BS - Solid Waste Monthly Container Rental (37 Containers/Compactors)	\$ 4,100.00	\$ 49,200.00	\$ -	\$ -
BS- Solid Waste Bid Per Ton Containers/Compactors)	\$ 60.56	\$ 158,667.20	\$ 87.20	\$ 228,464.00
BS - Recyclables Monthly Container Rental (26 Containers/Compactors)	\$ 1,521.00	\$ 18,252.00	\$ 580.00	\$ 6,960.00
BS - Bid per Ton (Single Stream)	\$ 77.30	\$ 14,947.50	\$ 81.04	\$ 15,670.70
BS - Bid per Ton (Rubber Tires)	\$ 196.63	\$ 1,516.02	\$ 150.00	\$ 1,156.50
BS - Bid per Ton (Yard Waste)	\$ 67.77	\$ 6,067.45	\$ 66.48	\$ 5,951.95
BS - Bid per Ton (Cardboard)	\$ 77.30	\$ 5,541.64	\$ 70.85	\$ 5,079.24
Extra Container - 8 YD FEL (Solid Waste)	\$ 14.33	\$ 14.33	\$ 25.00	\$ 25.00
Extra Container - 20 YD Roll Off (Solid Waste)	\$ 204.40	\$ 204.40	\$ 250.00	\$ 250.00
Rebate % - Cardboard	100%	\$ 5,018.30	50%	\$ 2,509.15
Rebate % - Single Stream	100%	\$ 7,734.80	50%	\$ 3,867.40
Alternative Incentive	n/a		n/a	

Year 2 Total Cost Republic = \$ 241,657.43 WM = \$ 257,180.85
 Difference \$ 15,523.41

**Solid Waste Disposal & Recycling Services
8/07/2012**

Year 4

	Allied Services, LLC d/b/a Republic Services	Yearly Cost	WM of Mo, Inc	Yearly Cost
BS - Solid Waste Monthly Container Rental (37 Containers/Compactors)	\$ 4,100.00	\$ 49,200.00	\$ -	\$ -
BS - Solid Waste Bid Per Ton Containers/Compactors	\$ 62.37	\$ 163,409.40	\$ 89.82	\$ 235,328.40
BS - Recyclables Monthly Container Rental (26 Containers/Compactors)	\$ 1,521.00	\$ 18,252.00	\$ 580.00	\$ 6,960.00
BS - Bid per Ton (Single Stream)	\$ 77.30	\$ 14,947.50	\$ 83.47	\$ 16,140.59
BS - Bid per Ton (Rubber Tires)	\$ 202.53	\$ 1,561.51	\$ 155.00	\$ 1,195.05
BS - Bid per Ton (Yard Waste)	\$ 69.80	\$ 6,249.19	\$ 68.47	\$ 6,130.12
BS - Bid per Ton (Cardboard)	\$ 77.30	\$ 5,541.64	\$ 72.97	\$ 5,231.22
Extra Container - 8 YD FEL (Solid Waste)	\$ 14.76	\$ 14.76	\$ 25.00	\$ 25.00
Extra Container - 20 YD Roll Off (Solid Waste)	\$ 214.62	\$ 214.62	\$ 250.00	\$ 250.00
Rebate % - Cardboard	100%	\$ 5,018.30	50%	\$ 2,509.15
Rebate % - Single Stream	100%	\$ 7,734.80	50%	\$ 3,867.40
Alternative Incentive	n/a		n/a	

Year 4 Total Cost Republic = \$ 246,637.52 WM = \$ 264,883.83
 Difference \$ 18,246.31

**Solid Waste Disposal & Recycling Services
8/07/2012**

Year 5	Allied Services, LLC d/b/a Republic Services	Yearly Cost	WM of Mo, Inc	Yearly Cost
BS - Solid Waste Monthly Container Rental (37 Containers/Compactors)	\$ 4,100.00	\$ 49,200.00	\$ -	\$ -
BS- Solid Waste Bid Per Ton	\$ 64.24	\$ 168,308.80	\$ 92.52	\$ 242,402.40
BS - Recyclables Monthly Container Rental (26 Containers/Compactors)	\$ 1,521.00	\$ 18,252.00	\$ 580.00	\$ 6,960.00
BS - Bid per Ton (Single Stream)	\$ 77.30	\$ 14,947.50	\$ 85.98	\$ 16,625.95
BS - Bid per Ton (Rubber Tires)	\$ 208.61	\$ 1,608.38	\$ 165.00	\$ 1,272.15
BS - Bid per Ton (Yard Waste)	\$ 71.89	\$ 6,436.31	\$ 70.52	\$ 6,313.66
BS - Bid per Ton (Cardboard)	\$ 77.30	\$ 5,541.64	\$ 75.16	\$ 5,388.22
Extra Container - 8 YD FEL (Solid Waste)	\$ 15.20	\$ 15.20	\$ 25.00	\$ 25.00
Extra Container - 20 YD Roll Off (Solid Waste)	\$ 225.35	\$ 225.35	\$ 250.00	\$ 250.00
Rebate % - Cardboard	100%	\$ 5,018.30	50%	\$ 2,509.15
Rebate % - Single Stream	100%	\$ 7,734.80	50%	\$ 3,867.40
Alternative Incentive	n/a		n/a	

Year 5 Total Cost Republic = \$ 251,782.08 WM = \$ 272,860.83

Difference \$ 21,078.75

Republic 5 Year Total = \$ 1,212,163.95 Low
 Waste Management 5 Year Total = \$ 1,287,123.90 High
 Total Difference \$ 74,959.96

Prepared By: Joletta Golik, Jonathan Matheny

ORDINANCE #69370
Board Bill No. 197

An Ordinance, recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, establishing and authorizing a public works and improvement program (the "Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, roadways and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "PROJECT LIST" that is incorporated herein, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the removal or relocation of structures, obstructions, utilities, equipment, and related work, grading and landscaping costs and related work, security services, relocation costs, transportation costs, remediation costs and related work, the demolition of improvements, the costs for the repair, renovation, or relocation of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bill of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, the equipping and furnishing of Airport property including, without limitation, aircraft rescue firefighter vehicles, runway brooms, supplies, materials and equipment, and other necessary and related work or services for the development, construction, installation, implementation, administration, management or monitoring of the Building & Environs Projects at a total estimated cost of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000); authorizing an initial appropriation in the total amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and services authorized herein; authorizing the Mayor and the Comptroller of The City of St. Louis ("City") to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Building & Environs Projects and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public; authorizing the Director of Airports with the approval of the Airport Commission and the Board of Estimate and Apportionment to let contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Building & Environs Projects; authorizing and directing the Board of Public Service with the advice, consent, and approval of the Director of Airports to let contracts for all other approved work or services, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract let hereunder, shall be subject to the City's Charter and applicable City ordinances and Missouri State laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants from time to time on the Treasury of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City to make such applications or certifications and provide such data to the appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse or pay in part for the costs of the Building & Environs Projects herein authorized; directing that all contracts let under authority of this Ordinance be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing a severability and an emergency clause.

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

SECTION ONE. There is hereby established and authorized a public works and improvement program (the "Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "PROJECT LIST" that is incorporated herein, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the removal or relocation of structures, obstructions, utilities, equipment, and related work, grading and landscaping costs and related work, security services, relocation costs, transportation costs, remediation

costs and related work, the demolition of improvements, the costs for the repair, renovation, or relocation of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bill of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, the equipping and furnishing of Airport property including, without limitation, aircraft rescue firefighter vehicles, runway brooms, supplies, materials and equipment, and other necessary and related work or services for the development, construction, installation, implementation, administration, management or monitoring of the Building & Environs Projects at a total estimated cost of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000).

SECTION TWO. There is hereby authorized an initial appropriation in the total amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into this Ordinance to be expended for the payment of costs for work and services authorized herein.

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

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

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

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

SECTION SEVEN. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time on the Treasury of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City are hereby authorized and directed to make such applications or certifications and provide such data to appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

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

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

SECTION TEN. The sections 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 ELEVEN. This being an ordinance providing for public work and improvement, it is hereby declared to be

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

**EXHIBIT A
PROJECT LIST**

Aircraft Rescue Firefighter (ARFF) Vehicle
Runway Broom #1
Runway Broom #2
Salt Storage Building
Elevator Cab Replacement
Replace Baggage Make UP Unit 2
Bridge Reconstruction Program

**EXECUTIVE SUMMARY
FOR
OCTOBER 10, 2012 AIRPORT COMMISSION MEETING**

ORDINANCE A. Draft Ordinance authorizing a public works and improvement program at the Airport (the "Building & Environs Projects") consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, and associated Airport buildings, structures, facilities, roadways, driveways and environs, as more fully described in Section One of the Draft Ordinance and Exhibit "A" thereto entitled "Project List", at a total estimated cost of \$4,250,000. This Draft Ordinance authorizes an initial appropriation of \$4,250,000 from the Airport Development Fund to be expended on the Building & Environs Projects.

FINANCIAL CONTACT: Susan Kopinski
Deputy Director of Finance and Administration
(314) 890-1328
sdkopinski@flystl.com

PROJECT CONTACT: Cornell F. Mays
Deputy Director of Planning and Development
(314) 551-5008
cfmays@flystl.com

REQUIRED APPROVALS: Director of Airports, Airport Commission, Board of Public Service, City Board of Estimate and Apportionment, and the City Board of Aldermen.

Approved: January 16, 2013

**ORDINANCE #69371
Board Bill No. 256**

An ordinance, recommended by the Board of Estimate and Apportionment, authorizing a supplemental appropriation; amending Ordinance 69154, commonly referred to as the City of St. Louis Annual Operating Plan for Fiscal Year 20122013; appropriating Forty Thousand Dollars (\$40,000) from excess payments on water bills and personal and real property tax bills received into the "Heat-up St. Louis Fund", "The Big Brothers Big Sisters of Eastern Missouri Fund," "The Backstoppers, Inc. Fund" and the "Pet Spay, Neuter and Microchip Assistance Fund" and containing an emergency clause.

WITNESSETH THAT,

WHEREAS, pursuant to Ordinances 68816, 68846 and 69043 revenues from excess payments on water bills and personal and real property tax bills have been accruing to the "Heat-up St. Louis Fund", "The Big Brothers Big Sisters of Eastern Missouri Fund," "The Backstoppers, Inc. Fund" and the "Pet Spay, Neuter and Microchip Assistance Fund" and;

WHEREAS, the Charter of The City of St. Louis, Article XVI, Section 6, authorizes supplemental appropriations when

any accruing, unappropriated City revenue is available and whenever an appropriation exceeds the amount required for the purpose for which it has been made and when the Board of Estimate and Apportionment recommends same;

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

SECTION ONE.

Pursuant to the recommendation of the Board of Estimate and Apportionment, there is hereby appropriated a supplemental appropriation, amending Ordinance 69154 in the amount of Forty Thousand Dollars (\$40,000) from excess payments on water bills and personal and real property tax bills received into the "Heat-up St. Louis Fund", "The Big Brothers Big Sisters of Eastern Missouri Fund," "The Backstoppers, Inc. Fund" and the "Pet Spay, Neuter and Microchip Assistance Fund" as detailed in Exhibit A.

SECTION TWO.

In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of the actual proceeds received into any of the funds contained in this ordinance.

SECTION THREE.

Emergency Clause. This being a general appropriation ordinance and providing for current expenses of the City government, 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.

EXHIBIT A

DRAFT

Fund 1116
 Dept 1601001
 Name Big Brother Big Sisters Round Up Fund

<u>Acct</u>	<u>Item Description</u>	<u>Amounts</u>	<u>Subtotals</u>
5660002	CONTRACTUAL and OTHER SERVICES Pass Through	10,000	
	Department Total		\$10,000

FUND 1116
 DEPT. 1601002
 NAME: Backstoppers Round Up Fund

<u>Acct</u>	<u>Item Description</u>	<u>Amounts</u>	<u>Subtotals</u>
5660002	CONTRACTUAL and OTHER SERVICES Pass Through	10,000	
	Department Total		10,000

FUND 1116
 DEPT. 7140004
 NAME: Pet Spay, Neuter and Microchip Assistance Round Up Fund

<u>Acct</u>	<u>Item Description</u>	<u>Amounts</u>	<u>Subtotals</u>
5660002	CONTRACTUAL and OTHER SERVICES Pass Through	10,000	
	Department Total		10,000

FUND 1116
 DEPT. 8000003
 NAME: Heat Up St. Louis Round Up Fund

<u>Acct</u>	<u>Item Description</u>	<u>Amounts</u>	<u>Subtotals</u>
5660002	CONTRACTUAL and OTHER SERVICES Pass Through	10,000	

Department Total	10,000
GRAND TOTAL	<u><u>\$40,000</u></u>

Approved: January 16, 2013