

ORDINANCE #68946
Board Bill No. 89

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City the License Agreement for the K-Lot Facility (License No. DTFACE-10-J-00001) (the "License Agreement"), between the City and the United States of America, Department of Transportation, Federal Aviation Administration (the "FAA"), granting the City the right to conduct and stage contractors, store equipment and materials, and provide overflow parking on certain property more fully described in Section 1 of the License Agreement, subject to and in accordance with the terms, covenants, and conditions of the License Agreement, which was approved by the Airport Commission and is attached hereto as ATTACHMENT "1" and made a part hereof; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller for the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the License Agreement for the K-Lot Facility (License No. DTFACE-10-J-00001) (the "License Agreement"), between the City and the United States of America, Department of Transportation, Federal Aviation Administration (the "FAA"), granting the City the right to conduct and stage contractors, store equipment and materials, and provide overflow parking on certain property more fully described in Section 1 of the License Agreement, subject to and in accordance with the terms, covenants, and conditions of the License Agreement, which was approved by the Airport Commission and is to read in words and figures substantially as set out in ATTACHMENT "1", which is attached hereto and made a part hereof.

SECTION TWO. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

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

ATTACHMENT "1"

AL-436

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
901 LOCUST STREET
KANSAS CITY, MISSOURI**

License No.: DTFACE-10-J-00001
Facility: K-Lot
Location: Lambert-St. Louis
International Airport, St. Louis, Missouri

LICENSE AGREEMENT
Between
CITY OF ST. LOUIS
and
THE UNITED STATES OF AMERICA

THIS LICENSE, made and entered into by and between the UNITED STATES OF AMERICA, hereinafter called the "Government" or "FAA" and the City of St. Louis, the owner and operator of Lambert-St. Louis International Airport, hereinafter called the "Licensee":

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. TERM

For the term beginning June 1, 2011 and for a period not to exceed May 31, 2031 inclusive, the Government hereby grants to the Licensee the right to conduct and stage contractors, store equipment and materials and provide overflow parking on the following property as shown on the drawing attached hereto and made a part hereof, hereinafter called the premises, viz:

See Exhibit "A" for Site Drawing

License No.: DTFACE-10-J-00001

2. CONSIDERATION

The Licensee shall pay the Government no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Licensee are in consideration for the constructive maintenance of the government-owned property as a result of the Licensee's activities, and for considerations granted at the site of the former Airport Traffic Control Tower.

3. COMPLIANCE, CLOSURE, REVOCATION

The Licensee is charged at all times with full knowledge of all the limitations and requirements of this license, and the necessity for correction of deficiencies, and compliance with reasonable requests by the Government. This license may be revoked in the event that the Licensee violates any of the provisions of this license. The Licensee will be notified of any non-compliance, which notice shall be in writing or confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the license, after notice in writing of such intent. Said notice shall be sent by certified or registered mail.

4. TERMINATION

The Government or Licensee may terminate this license at any time, in whole or in part by giving at least 90 days notice in writing to the non-terminating party.

5. RESTORATION

That on or before the expiration date of this license, or its termination by the Government, the Licensee shall, at the Licensee's cost, vacate the property, remove the property of the Licensee therefrom, and restore the premises to as good condition as that existing upon the date of commencement of the term of this license, to the extent reasonably practical, damages beyond the control of the Licensee and due to fair wear and tear excepted. If the Licensee shall fail or neglect to remove the property of the Licensee and so restore the property, then, at the option of the Government, the property of the Licensee shall either become the property of the Government without compensation, or the Government may cause it to be removed and the property to be restored at the expense of the Licensee, and no claim for damages against the Government, its officers or agents shall be created by or made on account of such removal and restoration work.

6. USE AND LIMITATIONS OF PREMISES

The Licensee shall have the right to use and shall limit the use of the licensed premises to activities subject to the following limitations:

- a. Staging of airport contractors.
- b. Overflow parking of airport or contractor vehicles and equipment.
- c. Storing of construction materials.

In addition, the Licensee shall make the following improvements to the area designated as the FAA portion of the site:

- a. Construct a security fence between the STLAA and FAA portions of the lot no later than August 1, 2011 and maintain an existing electronic gate, which the FAA shall control.
- b. Gravel an area in the FAA portion of the lot, as designated by FAA, for storage of FAA cable and other materials.

- c. Maintain the access road for both STLAA and FAA portions of the lot.

All proposed changes to the site shall be coordinated with the FAA in a timely manner, and drawings and specifications submitted to the FAA for review and comment.

7. RIGHT TO ENTER

The Government reserves the right for its officers, agents, or employees to enter upon subject premises at any time and for any purpose necessary to inspect said premises to insure proper use and protection of the government-owned property.

8. PROTECTION OF PROPERTY

The Licensee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes. Any property of the Government damaged or destroyed by the Licensee incident to the Licensee's use and occupation of the said property shall be promptly repaired or replaced by the Licensee to the satisfaction of the Government or, in lieu of such repair or replacement, the Licensee shall, if so required by the Government, pay to the United States of America money in the amount sufficient to compensate for the loss sustained by the Government by reason of damages to or destruction of Government property.

9. APPLICABLE LAWS AND REGULATIONS

The Licensee shall comply with all applicable laws, ordinances, and regulations of the State, County, and municipality wherein the said demised premises are located, with regard to construction, sanitation, noxious weeds, licenses or permits to do business, and all other matters. The Licensee shall not discharge waste or effluent from the licensed property in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

10. TRANSFERS AND ASSIGNMENTS

The Licensee shall neither transfer or assign this license to any other persons or parties.

11. INDEMNITY

The Licensee shall indemnify and hold harmless the Government, its employees and agents, to the extent permitted by law against and from any and all loss, claim, damage, or expense that may result out of or in connection with the use and/or occupancy of the licensed premises by the Licensee.

12. NOTICES

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

TO LICENSEE: City of St. Louis Airport Authority
 ATTN: Properties Department
 Lambert-St. Louis International Airport
 P.O. Box 10212
 St. Louis, MO 63145

TO GOVERNMENT: Federal Aviation Administration
 Logistics Office - KC
 Central Region, ACE-50
 901 Locust Street
 Kansas City, MO 64106

General correspondence may be forwarded to the above address via first class mail.

License Agreement

April 6, 2011

Background: This License Agreement (License) with the Federal Aviation Administration (FAA) provides for the City’s use and occupancy of premises, known as the K-Lot, at Lambert-St. Louis International Airport® (Airport) for the staging of contractors and materials for Airport related construction projects. The K-Lot is located just south of Lambert International Boulevard between the Allied Aviation fuel farm and the Naval Reserve.

Agreement: Under the License, the City will be responsible for the maintenance of the premises and the construction of a fence. No monetary consideration is paid to the FAA. There is a 90 day no-fault cancellation clause by either party.

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

EXECUTIVE SUMMARY

April 6, 2011

Agenda Item: License Agreement with the Federal Aviation Administration (“FAA”) AL-

Staff Contact: Susan Kopinski
Deputy Director of Finance & Administration

314-890-1328
sdkopinski@flystl.com

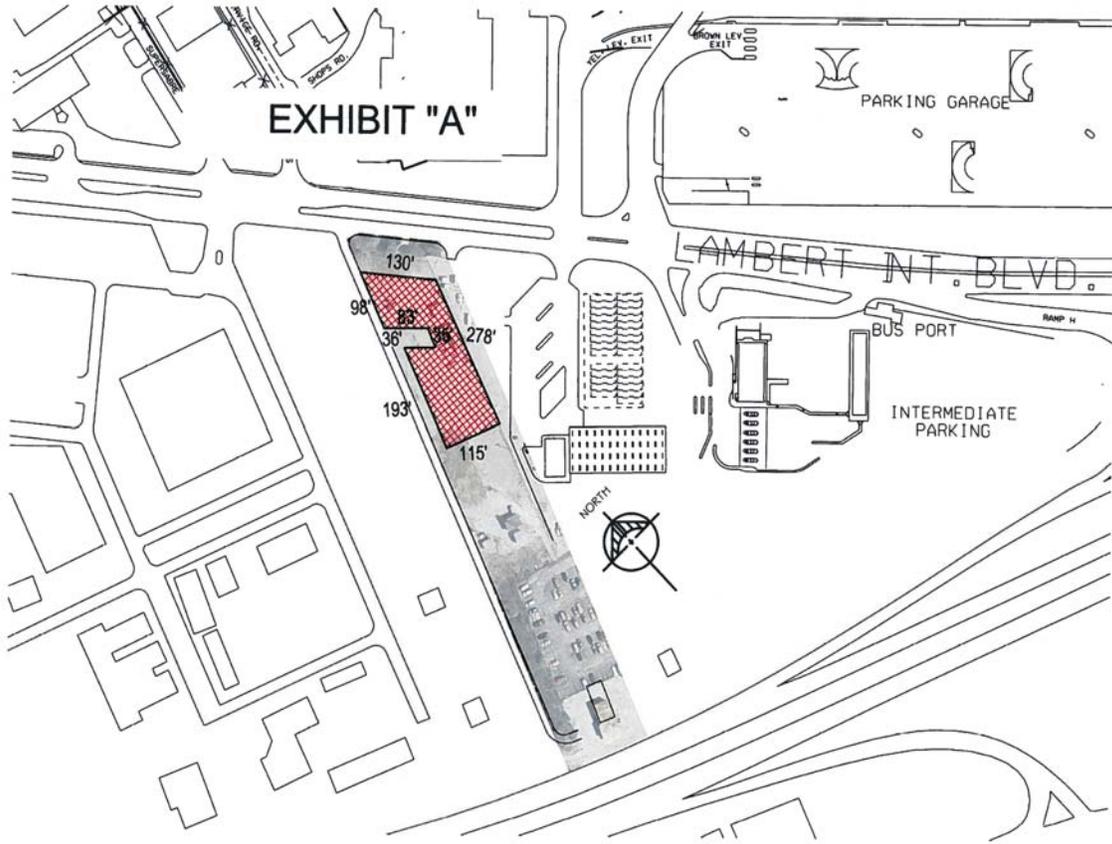
Activity: This License Agreement grants the City the use of the premises (a.k.a. the K-Lot) for staging of contractors and materials doing work at Lambert-St. Louis International Airport®.

Term: The term of the License is for twenty years, commencing June 1, 2011 and ending May 31, 2031.

Revenue: The FAA grants the License for no monetary consideration.

Approval Required: Director of Airports, Airport Commission, City Board of Estimate and Apportionment and City Board of Aldermen.

Recommendation: We recommend that the Airport Commission approve this License Agreement.



Approved: July 12, 2011