

## *St. Louis City Ordinance 62568*

FLOOR SUBSTITUTE

BOARD BILL NO. [91] 394

INTRODUCED BY ALDERMAN JOANNE WAYNE

An Ordinance recommended by the Airport Commission and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis to execute on behalf of the City of St. Louis a Contract for Lease of Land with Shelton Industrial Pattern, Inc., a Missouri Corporation, which consists of 68,348 square feet or 1.569 acres, more or less, located at Lambert St. Louis International Airport as described in Exhibit "A" of said contract which is set forth in Section One of this Ordinance for an initial period of Ten (10) years which may be renewed for two (2) additional ten (10) year terms at an initial rental of Ten Thousand Nine Hundred Thirty-Five Dollars and Sixty-Eight Cents (\$10,935.68) to be reviewed and adjusted every five (5) years in accordance with the "Consumer's Price Index-Cities" (CPI-U) and under such terms and conditions as set forth in said Contract,.

Section One The Director of Airports and the Comptroller of the City of St. Louis are hereby authorized and directed to execute on behalf of the City of St. Louis, a certain Contract for Lease of Land between the City of St. Louis and Shelton Industrial Pattern, Inc., which contract reads in terms and figures as follows:

### CONTRACT FOR LEASE OF LAND

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between THE CITY OF ST. LOUIS, MISSOURI, operator of Lambert St. Louis International Airport, (hereinafter referred to as the "LESSOR") and Shelton Industrial Pattern, Inc., a Missouri corporation, (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSOR is the owner of a certain tract of land more particularly described hereinafter, which tract is located at Lambert St. Louis International Airport (hereinafter referred to as "AIRPORT") in the City of Berkeley, St. Louis County, Missouri; and

WHEREAS, LESSOR desires to lease said tract to LESSEE and LESSEE desires to lease said tract under the terms and conditions hereinafter set forth; and

WHEREAS, the Director of Airports of the City of St. Louis is authorized by Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, \_\_\_\_\_ 199\_\_ to enter into this lease upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and obligations hereinafter stated, the parties mutually agree as follows, to-wit:

#### ARTICLE I - TERM OF LEASE

1.1 ORIGINAL LEASE TERM. The Original Term of this Lease shall be for a period of ten (10) years commencing on \_\_\_\_\_, 199\_\_ and terminating on \_\_\_\_\_, \_\_\_\_\_.

1.2 RENEWAL LEASE TERMS. LESSEE may renew this Lease for two (2) additional ten (10) year terms unless LESSOR terminates said Lease as provided in Article XII herein, for a Total Lease Term not to exceed thirty (30) years from the original commencement date. Each Renewal Lease Term shall be upon the terms and conditions as established during the Original Lease Term. The Renewal Lease Term shall be automatic, however, LESSEE shall give LESSOR written notice of its intent to renew or not at least One Hundred Eighty (180) days prior to the last day of the original or renewal term.

#### ARTICLE II - COMPENSATION

2.1 INITIAL RENTAL PAYMENTS. LESSEE shall compensate LESSOR Sixteen Cents (16¢) per square foot per year for the lease of the demised premises for a total annual rental payment of Ten Thousand Nine Hundred Thirty-Five Dollars and Sixty-Eight Cents (\$10,935.68) payable in advance monthly installments in the amount of Nine Hundred Eleven Dollars and Thirty-One Cents (\$911.31).

2.2 RENT MODIFICATION. Commencing on \_\_\_\_\_, 199\_\_, the annual rental as set forth in Paragraph 2.1 shall be reviewed and every five (5) years thereafter, and shall be adjusted upward in accordance with the "Consumer's Price Index-Cities" (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor with 1967 being the base 100. The index number indicated in the column for the City of St. Louis, Missouri, titled "ALL

ITEMS" for the month that this Lease becomes effective shall be the base index number. Thirty (30) days prior to the end of each five (5) year period the corresponding index number for the latest available month of the last year of the particular five (5) year period shall be the current index number. The current index number shall be divided by the base index number. From the quotient thereof, there shall be subtracted the integer one (1), and any resulting positive number shall be multiplied by 100, the product of which shall be deemed the percentage of increase in the cost of living. Said increase shall be multiplied by the annual rental and the product thereof added to the annual rental. All such adjustments shall be made to the nearest full percentage point. In the event that any time during the term hereof the United States Bureau of Labor Statistics shall discontinue the issuance of "Consumer's Price Index-Cities" (CPI-U) then in such event the parties hereto agree to use any other standard nationally recognized cost of living index then issued and available, which is published by the United States Government, which is most similar to the discontinued "Consumer's Price Index--Cities" (CPI-U). Provided, however, the amount of the adjustments determined by this method shall not exceed fifty percent (50%) of the preceding five (5) years' annual rent. Provided further, however, that LESSOR shall compute the here in-above described increase in the rental amount and give LESSEE at least ten (10) days prior written notice before any Adjusted Annual Rental becomes effective.

2.3 MONTHLY INSTALLMENTS. LESSEE shall compensate LESSOR in twelve (12) equal monthly installments to be determined as set forth in Paragraphs 2.1 and 2.2 herein minus any applicable credits. LESSEE shall make payments in advance, on the first day of each month by delivering the same to LESSOR at Lambert St. Louis International Airport, P.O. Box 10212 Lambert Station, St. Louis, Missouri 63145, or at such other place as LESSOR may hereafter from time to time, by notice, designate.

### ARTICLE III - DESCRIPTION OF PREMISES

3.1 REAL ESTATE. Subject to the terms and conditions herein expressed, LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR to have and to hold, a tract of land, situated in the City of Berkeley, St. Louis County, State of Missouri and more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference (referred to throughout in this Lease as the "Demised Premises"), which tract consists of 68,348 square feet or 1.569 acres, more or less. Provided, however, that LESSOR reserves to itself, its successors and assigns, from the Demised Premises, the right to grant utility and drainage easements to itself and others over, under, through, across or on that part of the Demised Premises located within fifteen (15) feet of the

outside boundary lines. The LESSOR, its assignees or successors, upon five (5) days prior notice, may enter upon the outermost fifteen (15) feet of the Demised Premises for the purposes of installing, replacing, maintaining, removing and operating any and all utilities and drainage facilities. Provided further, LESSOR reserves unto itself, its successors and assigns, all gas, oil and mineral rights in the Demised Premises.

#### ARTICLE IV - USE AND OWNERSHIP

4.1 USE. LESSEE shall have the right to use and occupy the Demised Premises for lawful purpose; provided, however that LESSEE, its successors, assigns and subleases shall comply with all City of Berkeley ordinances, rules and regulations pertaining to zoning, subdivisions, development and all other matters, including rules and regulations issued by the Federal Aviation Administration. If LESSEE subleases any or all of the Demised Premises, LESSEE shall be responsible for its subleases' compliance with the requirements in this paragraph 4.1.

4.2 PEACEFUL POSSESSION. The LESSOR warrants that it has good right to make this lease, the Demised Premises being owned in fee by LESSOR. The LESSOR shall defend LESSEE'S peaceable hold and enjoyment of the Demised Premises during the term of this Lease and any term of renewal without any interruption by LESSOR or any other person rightfully claiming the Demised Premises except as provided in Articles XI and XII herein.

4.3 ASSIGNMENT/SUBLEASE LESSEE shall not assign nor sublease any part of the Demised Premises to any one entity for a period of time in excess of one (1) year, except upon receipt of the prior written consent of the Director of Airports, or his/her designee, (hereinafter referred to as "DIRECTOR OF AIRPORTS"). No assignment or subletting of the Demised Premises shall act to relieve LESSEE of any liability created by this Lease.

4.4 ENCUMBRANCES. LESSEE may encumber its leasehold estate by mortgage, deed of trust or other instrument in the nature of a mortgage or deed of trust. In such event the Trustee in said instrument, or payee or beneficiary in the note or other obligation secured by such instrument, by delivery to LESSOR written notice showing the name and post office address of such beneficiary, Trustee or payee, may receive by certified mail at the address given, or to any subsequent address thereafter given, a copy of every notice of default thereafter served by LESSOR upon LESSEE under the terms of this Lease, during the existence of such mortgage or deed of trust. Such copy shall be mailed not later than one day after service of the original upon LESSEE.

4.5 MORTGAGEE'S RIGHTS. In the event LESSEE shall subject its leasehold estate to the lien of a mortgage or deed of trust (the owner of the debt being hereinafter called the "Mortgagee") as security for the payment of a loan as aforesaid, and in the event that LESSEE shall fail while said deed of trust is a lien on the leasehold estate created hereby to perform any of the covenants and agreements in this Lease by it to be performed, or shall cause or permit the happening of any event set forth in Article XII hereof, then and in such event this Lease shall not be deemed to have terminated for a default of the LESSEE unless:

a. LESSEE shall have failed to remedy the default in the time allotted therefor to LESSEE in and by the terms of this Lease; and

b. The LESSOR shall have given written notice of such failure on the part of LESSEE to rectify the default by certified mail, return receipt requested, postage prepaid, addressed to the person and at the address specified from time to time by the Mortgagee; and

c. Mortgagee shall have failed within 30 days after the receipt of such notice to:

(1) cure the default of defaults, if such default or defaults can be cured, by the payment of a sum certain in money (e.g., the payment of rent, taxes or insurance premiums) or

(2) commence foreclosure proceedings in the case such defaults or default cannot be cured by the payment of money as provided in subdivision (1) of subsection c of this section; provided that such commencement of foreclosure proceedings shall not be deemed to preclude any such termination of this Lease unless (A) Mortgagee shall prosecute such foreclosure proceedings with diligence; (B) Mortgagee shall cure every such default or defaults arising or continuing during the pendency of such foreclosure proceedings, as can be cured by the payment of a sum certain in money (e.g., the payment of rent, taxes or insurance premiums), within the 30 day period specified in Article XII; and (C) Mortgagee or its assigns shall commence to remedy each such default under this Lease as cannot be cured by the payment of a sum certain in money within 30 days after acquiring in said foreclosure proceedings title to said leasehold estate and possession of the premises demised hereby. Mortgagee shall notify LESSOR immediately when foreclosure is commenced. Upon the curing of all defaults in this Lease, Mortgagee may, at its option, terminate or abandon any pending foreclosure proceedings. Mortgagee may, during the times above provided require, suffer or permit LESSEE to cure defaults in this Lease. The provisions hereof shall inure to the benefit of the Mortgagee, its

successor and assigns. The provisions hereof shall not become operative until Mortgagee shall give LESSOR notice in writing of the consummation of a loan to LESSEE secured by a mortgage or deed of trust upon LESSEE'S leasehold estate, and the same shall cease to be operative, except as to rights and obligations then accrued thereunder, when and as soon as said loan shall be paid.

In the event of a mortgage foreclosure sale as above provided, it is agreed by and between LESSOR and LESSEE that:

With respect to defaults which occurred prior to such sale, the purchaser at the sale shall have the right to continue to cure such pre-existing defaults; provided that it shall proceed under and in strict compliance with the provisions of this Section; and

The purchaser at any such foreclosure sale (even though it may be the Mortgagee) shall, from and after its purchase, be entitled to possession of the premises subject always to the terms and conditions of this Lease; saving to such purchaser the right to continue to cure pre-existing defaults as hereinbefore specified.

In any and all events, LESSEE and Mortgagee and those claiming or to claim under either of them shall have no right in or to the freehold, or to any improvements erected thereon, by reason of anything stated herein or inferable from any provisions hereof, and no authority, express or implied, to create, place or claim any lien or encumbrance of any kind or nature whatsoever upon, or in any manner or by any act, bind or affect, the interest, estate or title of LESSOR in the Demised Premises or the improvements thereon.

**4.6 RIGHTS AND OBLIGATIONS ON FORECLOSURE.** In the event of the foreclosure of the lien secured by any mortgage or deed of trust on the leasehold estate, this Lease shall remain in full force and effect and the purchaser in foreclosure shall succeed to all the rights of LESSEE hereunder. The purchaser at any foreclosure sale, whether the Mortgagee or a third party, may continue the operation of the Demised Premises for the uses and improvements as approved in Article V set forth herein and all subleases shall remain in full force and effect, enforceable by such purchaser according to the terms of said subleases.

## **ARTICLE V - IMPROVEMENTS**

**5.1 LESSEE'S IMPROVEMENTS.** Subject to the provisions herein, LESSEE may make improvements to the Demised Premises. Prior to construction of any improvements, LESSEE must comply with all CITY/COUNTY ordinances, statutes of the United States and State of Missouri, and the Federal Aviation Administration (hereinafter referred to as FAA) rules and regulations. LESSEE shall submit all plans for all proposed development, improvements and uses to the DIRECTOR OF AIRPORTS, or his designee, and to all other appropriate CITY/COUNTY officials. LESSEE shall deliver all preliminary plans such as site plans to the DIRECTOR OF AIRPORTS who shall forward such plans to the FAA for its approval. The preliminary plans shall show plat plans, buildings and other structures, objects and facility locations and their elevations, and shall indicate proposed exterior materials and finishes on all structures and objects. It shall be the responsibility of LESSEE to file all necessary alterations and construction forms with the DIRECTOR OF AIRPORTS for submission to the FAA for approval, as may be required.

The LESSOR shall have the right of first refusal in any sale of the said improvements constructed by LESSEE, said right exercisable within forty-five (45) days after written notice delivered by LESSEE to LESSOR of LESSEE'S intent to sell said improvements.

All fixtures constructed and all improvements made by the LESSEE on the Demised Premises, including, but not limited to parking lots and buildings (herein sometimes referred to as "LESSEE'S improvements") shall become the property of LESSOR at the end of the Total Lease Term. Provided, however, in the event that this Lease is terminated for any cause whatsoever, LESSEE'S improvements shall become the property of LESSOR upon the effective date of said termination.

**5.2 PERFORMANCE AND PAYMENT BONDS.** In the event LESSEE shall be required to furnish Performance and Payment Bonds or Letters of Credit to any lending facility in connection with the construction and completion of any improvements on the Demised Premises, such Bond or Letters of Credit shall include LESSOR as an additional insured. Any sums derived from said Performance and Payment Bonds or Letters of Credit shall be used for the completion of construction and the payment of laborers and material suppliers.

**5.3 CERTIFICATES OF COMPLETION.** Upon the completion of LESSEE's improvements, LESSEE shall either submit to LESSOR sufficient documentation showing completion of the improvements or a copy of its acceptance letter certifying completion, and a certified copy of any certificate

or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by LESSEE.

**5.4 IMPROVEMENT MAINTENANCE.** LESSEE shall, throughout the Original and any Renewal Terms of this Lease, at its own cost, and without any expense to LESSOR, keep and maintain the Demised Premises, including all buildings and improvements of every kind which may be now or hereafter constructed, in good, sanitary and neat order. LESSEE shall restore and rehabilitate all LESSEE'S improvements which may be destroyed or damaged by fire, casualty or any other cause whatever. LESSOR shall not be obligated to make any repairs or replacements of any kind, nature or description, to LESSEE'S improvements.

**5.5 DAMAGE TO AND DESTRUCTION OF IMPROVEMENTS.** The damage, destruction, or partial destruction of any of LESSEE'S improvements shall not release LESSEE from any obligation hereunder, except as expressly provided in Paragraph 5.6 of this Article, and in case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligation of LESSEE, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to LESSEE for such repair or replacement.

**5.6 DAMAGE OR DESTRUCTION OCCURRING TOWARD END OF TERM** Anything to the contrary in the immediately preceding paragraphs of this Article notwithstanding, in case of destruction of LESSEE'S improvements or damage thereto from any cause so as to make it untenable during the last five (5) years of the Renewal Term hereof, LESSEE then, and only then, if not then in default hereunder, may elect to terminate this lease by written notice served on LESSOR within thirty (30) days after the occurrence of such damage or destruction. In the event of such termination, there shall be no obligation on the part of LESSEE to repair or restore the building or improvements nor any right on the part of LESSEE to receive any proceeds collected under any insurance policies covering such building or any part thereof. On such termination, the rent payable by LESSEE to LESSOR hereunder shall be prorated as of the termination date, and in the event any rent shall have been paid in advance, LESSOR shall rebate the same for the unexpired period for which payment shall have been made.

**5.7 ELECTION NOT TO TERMINATE.** If, in the event of such destruction or damage during the last five (5) years of the Renewal Term hereof, LESSEE

does not elect to terminate this Lease in accordance with Paragraph 5.6, the proceeds of all insurance covering such damage or destruction shall be made available to LESSEE for such repair or replacement, and LESSEE shall be obligated to repair or rebuild LESSEE'S improvements as above provided.

## ARTICLE VI - FAA PROVISIONS

6.1 The LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of AIRPORT and all publicly-owned facilities of AIRPORT, together with the right to direct and control all activities of the LESSEE in this regard.

6.2 The LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of AIRPORT as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

6.3 The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of AIRPORT against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on AIRPORT which in the opinion of the DIRECTOR OF AIRPORTS would limit the usefulness of AIRPORT or constitute a hazard to aircraft.

6.4 During time of war or national emergency, LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of AIRPORT. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

6.5 It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of AIRPORT.

6.6 RIGHT OF FLIGHT There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Demised Premises together with a right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used, or navigation of or flight in the air using said air space for landing, taking off or operating on or about AIRPORT.

6.7 This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of AIRPORT, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of AIRPORT.

6.8 The LESSEE, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on AIRPORT for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

6.9 The LESSEE for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

a. no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, and

b. that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and

c. that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

6.10 The LESSEE assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its

covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**6.11 AERONAUTICAL ACTIVITIES - EXCLUSIVE RIGHT FORBIDDEN**  
LESSEE agrees that if it is presently or should subsequently become involved in aeronautical activities as defined by Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5190-2a, or as it may be from time to time amended, it is hereby understood and agreed that nothing contained in this Lease shall be construed to grant or authorize any exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

**6.12** LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; **PROVIDED**, that LESSEE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**6.13 FAA REGULATIONS.** LESSEE agrees to comply with the provisions of the Federal Aviation Act of 1958 (49 U.S.C. 1349 (a)), and any future amendments or revisions there, any rules or regulations promulgated thereunder and any provisions of any agreements providing federal assistance for development of AIRPORT entered into by LESSOR and the United States or its agencies.

## **ARTICLE VII - UTILITIES, TAXES AND INSURANCE**

**7.1 TAXES AND ASSESSMENTS.** LESSEE shall pay all property taxes and assessments of any nature levied on the Demised Premises by an authorized governmental agency and show evidence each year to LESSOR of such payment..

**7.2 UTILITIES.** LESSEE shall pay all charges incurred for utility services supplied to the Demised Premises, including but not limited to charges for water, gas, electricity, sewer and telephone.

**7.3 INSURANCE COVERAGE OF DEMISED PREMISES.** LESSEE shall, at all times during the Original and any Renewal Terms of this Lease, and at LESSEE'S sole expense, keep all LESSEE'S improvements which may be hereafter erected on the Demised Premises insured against loss or damage by

fire, lightning, extended coverage, and vandalism hazards for one hundred percent (100%) of the full replacement value of such improvements, with loss payable to LESSEE and to LESSOR as an additional insured. Any loss adjustment shall require the written consent of both LESSEE and LESSOR.

7.4 PERSONAL INJURY LIABILITY INSURANCE. LESSEE shall maintain in effect throughout the Original and Renewal Term of this Lease personal injury liability insurance covering the Demised Premises, any appurtenances, sidewalks, roads and parking lots, to be hereafter constructed or erected thereon, in the minimum amount of One Million Dollars (\$1,000,000.00). Such insurance shall insure both LESSEE and LESSOR and shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for LESSEE and LESSOR.

7.5 The LESSOR'S RIGHT TO PAY PREMIUMS. All of the policies of insurance referred to in Paragraphs 7.3 and 7.4 of this Article shall be issued by insurance companies and shall be written in form approved by the DIRECTOR OF AIRPORTS. LESSEE shall pay all of the premiums therefor and deliver such policies, certificates thereof and amendments or endorsements thereto, to LESSOR, and in the event of the failure of LESSEE, either to effect such insurance in the names or amounts herein called for or to pay the premiums therefor or to deliver such policies, certificates, amendments and endorsements to LESSOR, LESSOR shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to LESSOR with the next installment of rental payment, and failure to repay the same shall carry with it the same consequence as failure to pay any installment or rental payment. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LESSOR, that it will give to LESSOR thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. If such coverage terminates or is cancelled or reduced, LESSEE shall within fifteen (15) days before such termination or within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with LESSOR a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

7.6 DEFINITION OF FULL REPLACEMENT VALUE. The term "full replacement value" of improvements as used herein, shall mean the actual replacement cost thereof calculated from time to time, less exclusions provided in the standard insurance policies. In the event either party believes that the full replacement value (that is to say, the then replacement cost less exclusions) has

increased or decreased, it shall have the right, but, except as provided below, only at interval of not less than five (5) years, to have such full replacement value redetermined by the insurance company which is then carrying the largest amount of insurance carried on the Demised Premises (hereinafter referred to as "impartial appraiser"). The party desiring to have the full replacement value so redetermined by such impartial appraiser shall forthwith on submission of such determination to such impartial appraiser give written notice thereof to the other party hereto. The determination of such impartial appraiser shall be final and binding on the parties hereto, and LESSEE shall forthwith increase (or may decrease) the amount of the insurance carried pursuant to this Article as the case may be, to the amount so determined by the impartial appraiser. Such determination shall be binding for a period of five (5) years, or until superseded by agreement between the parties hereto or by a subsequent redetermination by an impartial appraiser. Each party shall pay one-half of the fee, if any, of the impartial appraiser. If during any such five (5) year period LESSEE shall have made improvements to the Demised Premises, the DIRECTOR OF AIRPORTS may have such full replacement value redetermined at any time after such improvements are made, regardless of when the full replacement value was last determined.

**7.7 ADJUSTMENT OF COVERAGE.** In the event that either party shall at any time deem the limits of the personal injury or property damage public liability insurance then carried to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for such insurance then to be carried and such insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this paragraph but, if the parties shall be unable to agree thereon, the proper and reasonable limits for such insurance then to be carried shall be determined by an impartial third person selected by the parties, on application by either party made after thirty (30) days written notice to the other party of the time and place of such application, and the decision of such impartial third person as to the proper and reasonable limits for such insurance then to be carried shall be binding on the parties and such insurance shall be carried with the limits as thus determined until such limits shall again be changed pursuant to the provision of this section. The expenses of such determination shall be borne equally by the parties.

## **ARTICLE VIII - PROHIBITION OF INVOLUNTARY ASSIGNMENT EFFECT OF BANKRUPTCY OR INSOLVENCY**

**8.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT.** Neither this lease nor the leasehold estate of LESSEE nor any interest of LESSEE hereunder in

the Demised Premises or in the building or improvements thereon shall be subject to involuntary assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise or intestate succession) and any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect

8.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Paragraph 8.1 of this Article, LESSEE agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against LESSEE, and, if against LESSEE, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event LESSEE is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which LESSEE is a party, with authority to take possession or control of the Demised Premises or the business conducted thereon by LESSEE, and such receiver is not discharged within a period of ninety (90) days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Paragraph 8.1 of this Article shall be deemed to constitute a breach of this Lease by LESSEE and shall, at the election of LESSOR, but not otherwise, without notice of entry or other action of LESSOR terminate this Lease and also all rights of LESSEE under this Lease and in and to the Demised Premises and also all rights of any and all persons claiming under LESSEE.

## ARTICLE IX - LIENS

9.1 LESSEE'S DUTY TO KEEP DEMISED PREMISES FREE OF LIENS  
LESSEE shall keep all of the Demised Premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of LESSEE, any alteration, improvement, or repairs or additions which LESSEE may make or permit or cause to be made, or any work or construction, by, for, or permitted by LESSEE on or about the Demised Premises, or any obligations of any kind incurred by LESSEE. LESSEE shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and defend, indemnify and hold harmless LESSOR and all of the Demised Premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto; failure to do so shall constitute default. Provided further, that nothing herein

contained shall be construed to make LESSEE the agent of LESSOR for the purpose of binding the Demised Premises

9.2 CONTESTING LIENS. If LESSEE desires to contest any such lien, it shall notify LESSOR of its intention to do so within five (5) days after the filing of such lien, In the event LESSEE elects to so contest such lien, LESSEE shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time LESSEE shall satisfy and discharge such lien to the extent held valid. Provided, that in the event of any such contest, LESSEE shall protect and indemnify LESSOR against all loss, expense, and damage resulting therefrom.

9.3 SUBORDINATION OF LEASE. LESSEE'S interest in the Demised Premises shall be subordinate and junior to any mortgage suffered by LESSOR upon the Demised Premises, provided that the holder of any such mortgage agrees that so long as LESSEE shall not be in default under the terms and conditions of this Lease, its occupancy of the Demised Premises shall not be disturbed. LESSEE hereby covenants with respect to foreclosure of any such mortgage, to attorn to the purchaser at foreclosure sale, and to be bound to perform the covenants herein agreed to be kept and performed by LESSEE for the then unexpired term, or renewal term as the case may be, of this Lease. If any mortgagee of LESSOR'S interest so requires, LESSEE covenants to execute a recordable non-disturbance and attornment agreement satisfactory to such mortgagee and giving full force and effect to the provisions of this paragraph 9.3, provided that LESSEE is not required to become obligated to pay the debt secured by such mortgage.

## ARTICLE X - CONDEMNATION

10.1 TOTAL TAKE. If the whole of the Demised Premises or the LESSEE'S improvements should be taken by the exercise of the power of eminent domain by any public entity including LESSOR, then in such case this Lease shall terminate as of the date of vesting of title in the condemning authority.

10.2 PARTIAL TAKE. If less than the whole of the Demised Premises should be taken in a condemnation proceeding, then this Lease shall terminate only as to that portion of the Demised Premises so taken as of the date of the vesting in the condemning authority of title to such portion, but this Lease shall remain in full force and effect with respect to that portion of the Demised Premises not so taken, provided that the DIRECTOR OF AIRPORTS determines that the remainder of the Demised Premises may be feasibly used for the purposes contemplated by this Lease. If the parties shall be unable to agree thereon that

the remainder of the Demised Premises may be feasibly used, the issue shall be determined by impartial third person selected by the parties, on application by either party made after thirty (30) days written notice to the other party of the time and place of such application, and the decision of such impartial third person as to the feasible use of the Demised Premises shall be binding on the parties. The expenses of such determination shall be borne equally by the parties. The rent and other charges payable by LESSEE to LESSOR hereunder shall be abated and reduced in a ratio which the diminution, if any, in the total ground area of the Demised Premises, following such condemnation proceeding, shall bear to the total ground area of the Demised Premises at the time of such condemnation proceeding.

10.3 POSSESSION BY LESSEE. Notwithstanding any termination of this Lease in whole or in part under Paragraphs 10.1 and 10.2 of this Article, LESSEE may remain in possession of such portion of the Demised Premises as shall be so taken at the rent herein provided, until the condemning authority shall require LESSEE to surrender such possession. Any rent or charge in the nature of rent which LESSEE is required to pay to the condemning authority in consideration of such remaining in possession shall be paid by LESSEE and shall reduce pro tanto the obligation of LESSEE to payment hereunder.

10.4 CONDEMNATION AWARD. In the event of the termination of this Lease by a total taking or the continuation of this Lease following a partial taking, the LESSEE shall have the right to make claim against the condemning authority for only the unamortized cost of leasees improvements taken in whole or in part, which shall be computed in accordance with Article XII Section 12.1 contained herein.

## ARTICLE XI - GENERAL PROVISIONS

11.1 RIGHT OF INSPECTION. The LESSOR shall have the right at all reasonable times during the Original Term of this Lease and any Renewal thereof to enter upon the Demised Premises for the following purposes:

- a. To inspect the Demised Premises and all buildings and improvements thereon;
- b. To effect compliance with any law, order or regulation of any lawful authority;

c. To make or supervise major repairs, alterations or additions; (This subparagraph shall not be interpreted to impose any duty upon LESSOR to make or supervise any such major repairs, alterations or additions);

d. To exhibit the Demised Premises to prospective tenants, purchasers or other persons after receipt from LESSEE of LESSEE'S intent not to renew this Lease; or at any time during the one (1) year period prior to the date of expiration of the last renewal term of this Lease; and

e. After receipt of LESSEE'S notice not to renew this Lease, LESSOR may place upon the Demised Premises signs indicating that it is available for rent in such form as shall be deemed suitable by LESSOR, which signs LESSEE shall permit to remain thereon without molestation.

No authorized entry by LESSOR shall constitute an eviction of LESSEE or a deprivation of LESSEE'S rights, alter the obligation of LESSEE, or create any right in LESSEE adverse to LESSOR'S interests hereunder.

**11.2 REDELIVERY OF PREMISES.** LESSEE shall pay the rent and all other sums required to be paid by tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all the terms and conditions hereof on its part to be kept and performed, and, at the expiration or sooner termination of this lease, peaceably and quietly quit and surrender to city the premises in good order and condition subject to the other provisions of this Lease. In the event of the nonperformance by LESSEE of any of the covenants of LESSEE undertaken herein, this Lease may be terminated as herein provided.

**11.3 REMEDIES CUMULATIVE.** All remedies hereinbefore and hereafter conferred on LESSOR shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

**11.4 PARTIES BOUND.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

**11.5 "LESSEE" AND "LESSOR".** As used in this Lease the term "LESSEE" means the officers, employees, legal representatives or successors of the LESSEE; and the term "LESSOR" means officers, employees, legal representatives and successors of LESSOR.

11.6 WAIVING. Failure of LESSOR to insist on performance of any of the terms of this Lease shall not be construed as a waiver of such terms and the same shall remain in full force and effect for the Lease Term and any renewal thereof.

11.7 ACTS OF GOD. Except as otherwise provided herein, neither LESSOR nor the LESSEE shall be liable for delays or defaults in the performance of this Lease due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond the control and without the fault or negligence of either party.

11.8 WHOLE CONTRACT. This document contains the entire agreement between the parties and cannot be amended orally, but only by an instrument in writing signed by both parties.

11.9 NOTICES AND OTHER ACTIONS. Any notice, invoice or communication provided herein, shall be in writing and considered completed and received twenty-four (24) hours after said notice, invoice or communication is deposited in the United States mail by certified mail, return receipt requested, addressed to the LESSEE, at Shelton Industrial Pattern, 1924 Woodson, St. Louis, Missouri 63114 and to LESSOR, c/o Director Of Airports, Lambert St. Louis International Airport, P.O. Box 10212, Lambert Station, 10701 Natural Bridge Road, St. Louis, Missouri 63145. In the alternative, notice may be personally delivered to the Chief Executive Officer of LESSEE or the Director Of Airports, Lambert St. Louis International Airport respectively. From time to time it may be necessary to change the address for proper notice. In such event notification of such change of address shall be transmitted in accordance with the procedures of this paragraph.

11.10 HOLD HARMLESS. The LESSEE shall protect, defend, and hold St. Louis County, the City of St. Louis and its Board of Aldermen, the Airport Commission, their officers, employees and agents complete harmless from and against any and all liabilities, losses, suits, claims, judgements, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this permit and/or the use or occupancy of the leased premises or the acts or omissions of LESSEE'S officers, agents, employees, contractoes, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence of LESSOR. LESSOR shall give to LESSEE reasonable notice of any such claims or actions. LESSEE shall

also use counsel reasonably acceptable to LESSOR in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this lease. LESSEE'S indemnification herein shall not be limited or restricted by the provisions of Article VII of this Lease.

11.11 TIME OF ESSENCE. Time is expressly declared to be of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

11.12 VENUE. In the event that any actions or proceedings are initiated with respect to this Lease, the LESSEE and LESSOR agree that the venue thereof shall be in the Federal Courts, the City of St. Louis, Missouri or St. Louis County, Missouri and that this Lease shall be governed by the laws of the State of Missouri.

11.13 SEVERABILITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

11.14 HOLDING OVER BY LESSEE. LESSEE shall not acquire any right or interest in the Demised Premises by remaining in possession after termination of this Lease. During any such period of holding over, LESSEE shall be a tenant at will subject to all the obligations imposed upon it by this Lease.

11.15 WITHHOLDING REQUIRED APPROVALS. Whenever the approval of LESSOR or the LESSEE is required herein, no such approval shall be unreasonably requested or withheld.

11.16 RADIO COMMUNICATION. LESSEE shall not, by its activities, interfere with radio communications, instrument landing systems, navigational aids, or flight operations of AIRPORT. LESSEE shall not transmit or send any radio signal from the Demised Premises with the exception that aircraft on said Demised Premises may send or transmit to AIRPORT'S control tower. The prohibition against transmission of radio signals from the Demised Premises shall not be held to apply to routine maintenance checks by authorized radio maintenance shops, so long as such transmission checks do not interfere with radio communications, instrument landing systems, navigational aids or flight operations of AIRPORT.

11.17 INTERFERENCE, STRUCTURES, AND OBSTRUCTIONS FORBIDDEN. LESSEE covenants and agrees that it will neither erect structures nor permit natural growths on the Demised Premises in such a manner as to create an obstruction to air navigation according to the criteria or standards as prescribed in part 77 of the Federal Aviation Regulations; or as to create electrical interference with radio communications between AIRPORT and aircraft, or to make it difficult for fliers to distinguish between AIRPORT lights and others, or to cause a glare in the eyes of fliers using AIRPORT, or to impair visibility in the vicinity of AIRPORT by lights, smoke, etc., or otherwise endanger the landing, taking off, or maneuvering of aircraft.

11.18 LESSOR. The LESSOR reserves the right to control all flight and ground operations at AIRPORT; to promulgate reasonable rules and regulations and minimum standards for the use of AIRPORT; to set reasonable charges for the use of AIRPORT services and facilities; and to enforce the laws of the State of Missouri, the ordinances of the City of St. Louis, Missouri, the provisions of the Federal Aviation Act of 1958, as amended and such other laws of the United States as pertain to lawful operation of AIRPORT.

## ARTICLE XII - TERMINATION

12.1 TERMINATION FOR NEED. If during the term of this Lease LESSOR determines that the demised property is needed for improvement to the operation of AIRPORT, LESSOR may elect to terminate this lease by giving LESSEE not less than three hundred sixty five (365) days written notice (as provided in Paragraph 11.9 herein) of such election. LESSEE shall have the right to make claim against LESSOR for unamortized cost of the LESSEE'S improvements taken in whole or in part and relocation expenses as permitted by federal regulation. The unamortized cost shall be based upon the documented actual cost of all improvements. This will be the same value as that used by the Internal Revenue Service to determine the basis for depreciation of real property. If the lease is terminated any time between the completion of construction and the end of year five, the unamortized cost shall be Ninety Percent (90%) of the actual improvement cost. If the lease is terminated between the start of year six and the end of year eight, the unamortized cost shall be Fifty Percent (50%) of the actual improvement cost. If the lease is terminated between the start of year nine and the end of year eleven, the unamortized cost shall be Twenty Percent (20%) of the actual improvement cost. If the lease is terminated after the start of year twelve there will be no unamortized cost. If the construction is accomplished in phases, each phase shall be considered separately for the purposes of the above calculation.

**12.2 DEFAULT - LESSEE.** If the LESSEE shall fail to perform, keep and observe any of the terms, covenants, conditions, or agreements herein contained on the part of the LESSEE to be performed, kept and observed, including payment of rent or charges, LESSEE shall be in default. The LESSOR may give the LESSEE written notice (as provided in Paragraph 11.9 herein) to correct or cure such default which notice shall set forth in detail the facts alleged to constitute said default. If any such default shall continue for thirty (30) days after receipt of such notice by the LESSEE, LESSOR may either: 1) physically barricade any driveway which provides access to LESSEE'S Demised Premises, or, 2) give the tenant written notice of termination which notice shall specify the date of termination which shall not be earlier than thirty (30) days after the receipt by the LESSEE of such written notice of termination. After receipt of such written notice of termination by the LESSEE, the LESSEE shall have the further right to correct or cure any default specified by LESSOR within such thirty (30) day period. If such default is not corrected or cured prior to the termination date specified in such notice, this Lease shall then terminate on such date as if it were the day herein definitely fixed for the end and expiration of this Lease and the term thereof. The LESSEE shall not be deemed to be in default, if prior to the date specified in any notice it takes action to correct the specified default and in good faith diligently proceeds therewith to completion even though said default may not be fully corrected within the time specified in the notice. Notwithstanding anything herein to the contrary, if LESSEE fails to pay rent or charges on the date said rent or charges are due, said failure shall constitute default, whether LESSOR gives notice of said failure or not. If said charges and rents, plus interest hereinafter specified in 12.4 below, are not received within thirty (30) days of the date due, LESSOR may terminate this Lease for said default.

**12.3 REMEDIES FOR DEFAULT.** In the event that LESSOR shall at any time terminate this Lease for any default, all title to LESSEE'S improvements shall pass to LESSOR upon the date of default. Furthermore, in addition to any other remedy it may have, LESSOR may recover from LESSEE all damages incurred by reason of such default, including but not limited to the cost of recovering the Demised Premises, legal expenses including attorney fees and amount of rent and charges owed to LESSOR for the remainder of the Original Lease Term or any Renewal Lease Term if the said breach shall occur during a Renewal Lease Term, all of which amounts shall be immediately due and payable from LESSEE to LESSOR.

**12.4 The LESSOR'S RIGHT TO PERFORM.** in the event that LESSEE by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall

continue for a period of ten (10) days after written notice from LESSOR specifying the nature of the act or thing to be done or performed, then LESSOR may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, if LESSOR shall so elect), and LESSOR shall not be or be held liable in any way responsible for any loss, inconvenience, annoyance, or damage resulting to LESSEE on account thereof, and LESSEE shall repay to LESSOR on demand the entire expense thereof, including compensation to the agents and employees of LESSOR. Any act or thing done by LESSOR pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by LESSEE, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of LESSOR, hereunder or otherwise. All amounts payable by LESSEE to LESSOR under any of the provisions of this Lease, if not paid when the same become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of the prevailing prime interest rate quoted by Boatman's Bank, St. Louis, Missouri plus one percent, compounded annually.

12.5 DEFAULT - LESSOR. Failure on the part of LESSOR to comply with the terms and provisions of this Lease shall constitute a default and shall authorize the LESSEE to terminate this Lease in addition to all other legal and equitable rights and remedies under the law, provided that LESSOR shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within sixty (60) days after written notice by LESSEE to LESSOR properly specifying wherein LESSOR has failed to perform any such obligation; notwithstanding anything to the contrary contained herein, no default shall be declared under this paragraph so long as LESSOR takes reasonable action, (considering time of year, weather, availability of workmen, materials and the like) within the sixty (60) day period to remedy the default or agrees to remedy the same as soon as possible.

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

Director of Airports Date

APPROVED AS TO FORM ONLY COUNTERSIGNED

City Counselor, Date  
City or St. Louis

Comptroller, Date  
City of St. Louis

Register, Date  
City of St. Louis

The foregoing Lease was approved in substance by the Board of Estimate and Apportionment at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

Secretary, Date  
Board Of Estimate & Apportionment

Shelton Industrial Pattern

Title:  
Date

#### EXHIBIT "A"

A tract of land being all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Block 1 of Ramona Park, a subdivision according to the plat thereof recorded in Plat Book 17 Page 33 of the St. Louis County Records in U. S. Survey 3280, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri and being more particularly described as follows:

Beginning at a point on the Northern line of Zev Avenue (50 feet wide), said point being at the Southwest corner of Block 1 of said Ramona Park Subdivision; Thence North 12 degrees 14 minutes 00 seconds West, 125.00 feet to a point at the Northwest corner of said Block 1; thence North 77 degrees 33 minutes 00 seconds East along the North line of said Block 1 and the South line of property conveyed to Paul and Peggy Behrens as described in the deed recorded in Book 7043 Page 504 of the St. Louis County Records, 497.43 feet to a point on the Southwestern right-of-way line of North Hanley Road (formerly known as Carson Road); Thence South 56 degrees 55 minutes 13 seconds East along said right-of-way line 96.31 feet to a point at the beginning of a curve to the right whose radius point bears South 33 degrees 04 minutes 47 seconds West, 20.00 feet; Thence Southwardly along said curve to the right from the last mentioned point, an arc length distance of 31.42 feet to a point at the end of said curve, said point being on the aforementioned North line of Zev Avenue; thence South 33 degrees 04 minutes 47 seconds West, 2.50 feet to a point at the beginning of a curve to the right whose radius point bears North 56

degrees 27 minutes 07 seconds West, 100.00 feet; Thence Westwardly along said curve to the right from the last mentioned point, an arc length distance of 78.00 feet to a point at the end of said curve, said point being on the South line of said Block 1 of Ramona Park Subdivision; thence continuing along said North line of Zev Avenue and said South line of said Block 1, South 77 degrees 45 minutes 44 seconds West, 492.66 feet to the point of beginning and containing 68,348 square feet or 1.569 acres as per survey by Bax Engineering Co., Inc. during the month of December 1991.

<b>Legislative History</b>				
<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>03/13/92</b>	<b>03/13/92</b>	<b>T&amp;C</b>	<b>03/18/92</b>	
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
<b>03/20/92</b>			<b>03/27/92</b>	<b>03/31/92</b>
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	
<b>62568</b>				