

ORDINANCE #68473
Board Bill No. 178

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 Memorandum of Agreement (#DTFACE-10-L-00001) (the "MOA" or "Master Site Lease Agreement"), between the City and the Federal Aviation Administration (the "FAA"), granting to the FAA certain rights and privileges in consideration for the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities at Lambert-St. Louis International Airport® as more described in the Master Site Lease Agreement, subject to and in accordance with the terms, covenants, and conditions of the Master Site Lease Agreement, which was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the Master Site Lease Agreement; 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 Memorandum of Agreement (#DTFACE-10-L-00001) (the "MOA" or "Master Site Lease Agreement"), between the City and the Federal Aviation Administration (the "FAA"), granting to the FAA certain rights and privileges in consideration for the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities at Lambert-St. Louis International Airport® as more described in the Master Site Lease Agreement, subject to and in accordance with the terms, covenants, and conditions of the Master Site Lease 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 terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Master Site Lease Agreement approved and authorized by this Ordinance and shall not be applicable to any other existing or future agreements unless specifically authorized by ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance shall be of no force or effect as to this Ordinance or the agreements, documents, and instruments approved and/or authorized by this Ordinance.

SECTION THREE. 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 FOUR. 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"

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**MEMORANDUM OF AGREEMENT****Agreement Number DTFACE-10-L-00001**

This agreement is made and entered into by the City of St. Louis, Missouri P.O. Box 10212, St. Louis, MO 63145, hereinafter referred to as the Sponsor, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of Lambert-St. Louis International Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS:

(Jun-04)

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication, and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Sponsor will allow the FAA to construct, operate, and maintain FAA owned navigation, communication, and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2009, and continuing through September 30, 2029. The FAA can terminate this agreement, in whole or part at any time by giving at least sixty (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

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(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Lambert-St. Louis International Airport, to be routes reasonably determined to be the most convenient to the FAA and as routes that will not to interfere with Airport operations. The Sponsor shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport. Provided, however, that the Airport is not obligated to construct or have constructed any parking facilities; and, the Airport is not obligated to provide any parking, without cost, in the Airport's public parking facilities (unless specifically granted under another agreement.)

2. CONSIDERATION:

(Aug-02)

The FAA shall pay the Sponsor no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE:

(Apr-05)

It is understood and agreed that the use of the herein described premises, known as, Lambert-St. Louis International Airport shall be related to the FAA's activities in support of Air Traffic operations.

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4. FAA FACILITIES:

(Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport General Drawing, an overlay to the latest approved ALP and/or other pertinent drawings that is/are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS:

(Apr-05)

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION:

(May-00)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Sponsor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Sponsor also agrees to save and hold the Government harmless to the extent permitted by law, for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS:

(Oct-96)

The Sponsor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Sponsor or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES:

(Oct-96)

The Sponsor agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Sponsor, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Sponsor or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

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9. NON-RESTORATION:

(Oct-96)

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Sponsor. Provided, however, that the obligations of the Government and Sponsor under Section 6 herein shall remain in full force and effect.

10. OFFICIALS NOT TO BENEFIT:

(Oct-96)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

11. COVENANT AGAINST CONTINGENT FEES:

(Aug-02)

The Sponsor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease consideration, or otherwise recover the full amount of the contingent fee.

12. ANTI-KICKBACK:

(Oct-96)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

13. NOTICES:

(Oct-96)

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Sponsor: Director of Airports, Airport Authority
 Lambert-St. Louis International Airport
 PO Box 10212
 St. Louis, MO 63145

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Airport
St. Louis, Missouri

Government: Department of Transportation
Federal Aviation Administration
Real Estate, Property & Materiel Branch, ACE-53
Kansas City, MO 64106

14. PREVIOUS LEASE(S):

Upon commencement, this agreement succeeds Lease No. DTFA09-88-L-10366.

15. SIGNATURES:

(Apr-04)

The Sponsor and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative(s). This agreement is effective upon the date of signature by the last party thereof.

(SPONSOR)

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

By: _____

By: _____

Title: _____

Sally J. Chafa
Title: CONTRACTING OFFICER

Date: _____

Date: _____

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

Authorized by City Ordinance _____, approved _____, 2009.

The foregoing Memorandum of Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2009.

THE CITY OF ST. LOUIS BY:

Commission Chairman Date
and Director of Airports

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor Date
City of St. Louis

Comptroller, Date
City of St. Louis

ATTESTED TO BY:

Register, Date
City of St. Louis

The Board of Estimate and Apportionment approved the foregoing Memorandum of Agreement in substance at its meeting on the _____ day of _____ 2009.

Secretary, Date
Board of Estimate & Apportionment

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List of Facilities

Effective: October 1, 2009

MEMORANDUM OF AGREEMENT
 DTFACE-10-L- 00001

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

Number	Facility	Rwy	GSA Control Number	Comments
1	Localizer (LOC)	11	29637	
2	Distance Measuring Equipment (DME)	11	29634	
3	Inner Marker (IM)	11	29641	
4	Glide Slope (GS)/RVR	11	29638	
5	Localizer (LOC)	29	29644	
6	Distance Measuring Equipment (DME)	29	29635	
7	Inner Marker (IM)	29	29645	
8	Glide Slope (GS)/RVR	29	29643	
9	Localizer (LOC)	12L	29652	
10	Distance Measuring Equipment (DME)	12L	29652	
11	Middle Marker (MM)	12L	29537	
12	Outer Marker (OM)	12R/12L	29086	
13	Glide Slope (GS)	12L	29536	
14	Localizer Directional Aid (LDA)	12L	29681	
15	Localizer (LOC)	30L	29275	

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16	Distance Measuring Equipment (DME)	30R	29682	
17	Inner Marker (IM)	30R	29277	
18	Middle Marker (MM)	30R	29683	Decommissioned
19	Outer Marker (OM)	30L/30R	29683	
20	Glide Slope (GS)	30R	29276	
21	Localizer (LOC)	12R	29663	
22	Glide Slope/RVR/ASOS	12R	29664	
23	Localizer (LOC)	30L	29634	
24	Middle Marker (MM)	30L		Decommissioned
25	Glide Slope/RVR	30L	29609	
26	Offset Localizer Directional Aid (LDA) Localizer	30L	29610	
27	Offset Localizer Directional Aid (LDA) DME	30L	29611	
28	Localizer (LOC)	06	29516	
29	Glide Slope/RVR	06	29510	
30	Localizer (LOC)	24	29604	
31	Distance Measuring Equipment (DME)	24	29616	
32	Outer Marker (OM)	24	29125	
33	Glide Slope/RVR	24	29116	
34	ASDE-X		29467	Atop ATCT
35	Airport Surveillance Radar (ASR-9)		29109	No Runway assignment

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36	PRM		29515	No runway assignment
37	D Vortac (DVOR)		29514	No runway assignment
38	Remote Transmitter Receiver (RTR) A		29628	No runway assignment
39	Remote Transmitter Receiver (RTR) C		29122	No runway assignment
40	Remote Transmitter Receiver (RTR) D		29608	No runway assignment
41	Approach Light System Sequenced Flashing (ALSF-2)	30R	29287	
42	Approach Light System Sequenced Flashing (ALSF-2)	12L	29376	
43	Approach Light System Sequenced Flashing (ALSF-2)	29	29632	
44	Approach Light System Sequenced Flashing (ALSF-2)	11	29633	
45	Medium Intensity Approach Light System w/R/W Indicator Lights (MALSR)	30L	29291	
46	MALSR	12R	29111	
47	MALSR	6	29619	
48	Medium Intensity Light System	24	29289	

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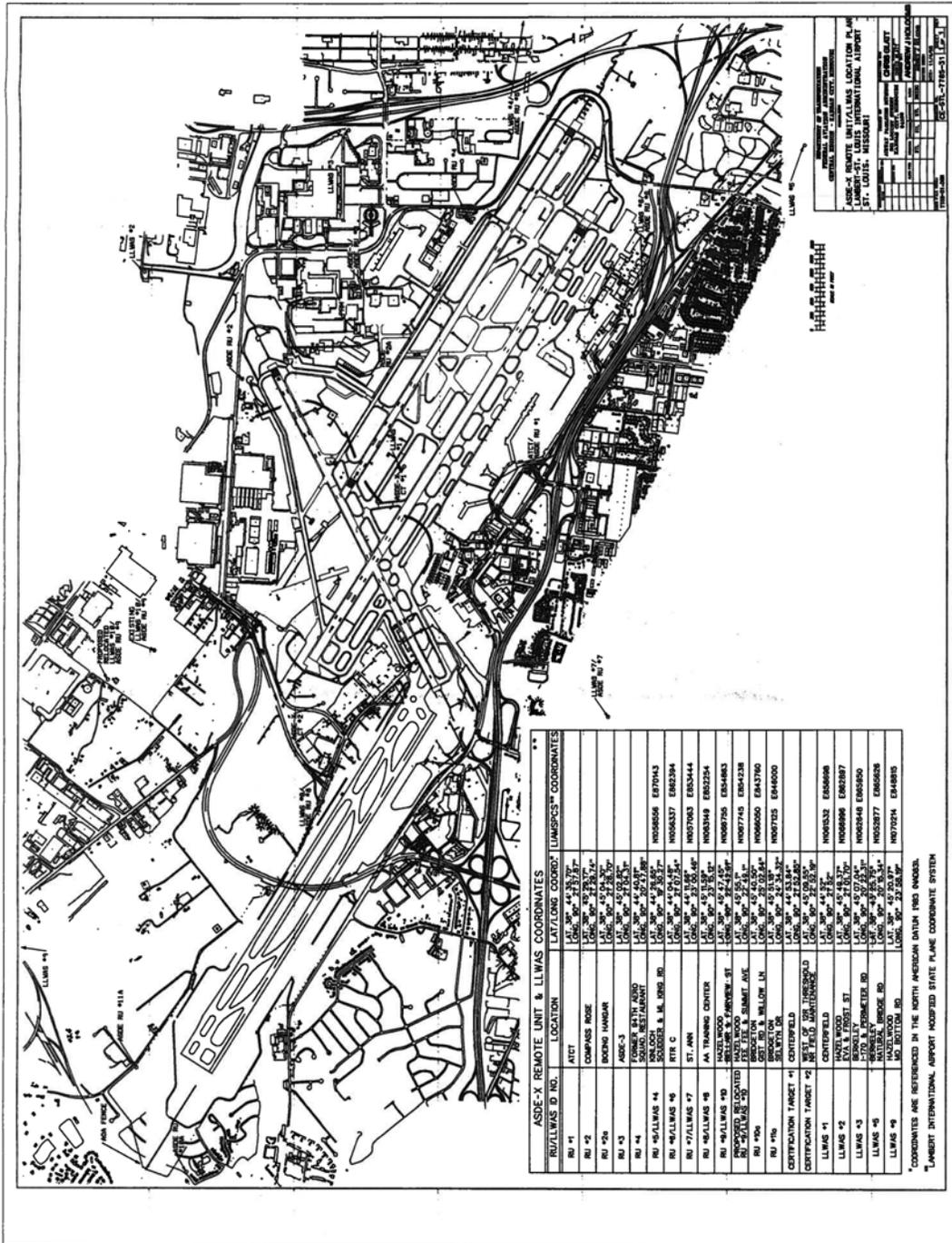
49	Precision Approach Path Indicator (PAPI)	30R	29621	
50	Precision Approach Path Indicator (PAPI)	12L	29650	
51	Precision Approach Path Indicator (PAPI)	30L	29550	
52	Precision Approach Path Indicator (PAPI)	12R	29615	
53	Precision Approach Path Indicator (PAPI)	24	29549	
54	Precision Approach Path Indicator (PAPI)	6	29629	
55	Precision Approach Path Indicator (PAPI)	29	29636	
56	Precision Approach Path Indicator (PAPI)	11	29631	
57	Runway End Identifier Lights (REIL)	12L	29490	
58	Runway End Identifier Lights (REIL)	30L	29547	
59	Mid-Point RVR	11/29	29642	
60	Mid-Point RVR	12L/30R	29521	
61	Touchdown RVR	12L	29684	

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62	Touchdown RVR	30R	29520	
63	Inner Marker (IM)	12L	29475	
64	Remote Unit #1, ASDE-X	ATCT	29612	
65	Remote Unit #2, ASDE-X	Compass Rose	29612	
66	Remote Unit #3, ASDE-X	ASDE-3	29467	
67	Remote Unit #4, ASDE-X	Former 94 th Aero Squad Rest	29612	
68	Remote Unit #5, ASDE-X, & LLWAS #4	Kinloch Scudder & ML King Road	29612	
69	Remote Unit #6, ASDE-X, & LLWAS #6	RTR C	29612	
70	Remote Unit #8, ASDE-X & LLWAS #8	AA Training Ctr	29612	
71	Remote Unit #9, ASDE-X, & LLWAS #10	Hazelwood FeeFee & Summit Ave	29612	
72	Remote Unit #10a, ASDE- X	Bridgeton Gist Rd & Willow Ln	29670	
73	Remote Unit #11a, ASDE- X	Bridgeton Selwyn Dr	29612	
74	Certification Target #1	Centerfield		
75	Certification Target #2	West of 12R Threshold NR Field Maintenan ce		
76	LLWAS #1	Centerfield		
77	LLWAS #2	Hazelwood Eva & Frost St		
78	LLWAS #3	Berkeley I- 170 & Perimeter Rd	29397	
79	LLWAS #5	Berkeley Natural Bridge Rd	29395	

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80	LLWAS #9	Hazelwood Mo Bottom Rd	29396	
81				
82				
83				
84				
85				



Approved: November 6, 2009