

St. Louis City Ordinance 62350

FLOOR SUBSTITUTE

BOARD BILL NO. [91] 110

INTRODUCED BY ALDERMAN Robert Ruggeri

AN ORDINANCE recommended by the Board of Public Service authorizing and directing the Mayor and the Comptroller to execute and deliver to the United States of America, acting by and through the Federal Aviation Administration, a lease for the construction and maintenance of a Nondirectional Radio Beacon Facility (NDB) and Runway 26L Outer Marker, under certain terms and conditions, over property located in St. Louis County, as hereinafter described, which is owned fee simple by the City of St. Louis for the purpose of constructing and maintaining water transmission conduits, and containing an emergency clause.

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

SECTION ONE. The Mayor and the Comptroller, acting on behalf of the City of St. Louis, are hereby authorized and directed to do all things necessary to execute and deliver to the United States of America, an instrument which will read in words and figures as follows:

U.S. DEPARTMENT	Lease No.DTFA09 91 L 10533
OF TRANSPORTATION	Outer Marker/
Federal Aviation Administration	Non Directional Beacon
Central Region	Howard Bend Water
601 East 12th Street	Treatment Plant
Kansas City, Missouri 64106	Chesterfield, Missouri

THIS LEASE, made and entered into this _____ day of _____, in the year one thousand nine hundred and ninety one, by and between the City of St. Louis, Missouri, whose address is:

City of St. Louis Comptroller's Office
Real Estate Supervisor
City Hall, Suite 212
Tucker and Market Streets
St. Louis, Missouri 63103

for itself or its administrators, successors, and assigns, hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government:

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

1. TERM.

For the term beginning April 1, 1991 and ending September 30, 1991 the Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

Commencing at a point in the west line of said Lot 1, FREDERICK BATES ESTATE PARTITION, in U.S. Survey 157, Township 45 North Range 4 East St. Louis County, Missouri, at its intersection with the North Line of the ST. LOUIS SOUTHWESTERN RAILROAD (formerly CHICAGO ROCK ISLAND AND PACIFIC RAILROAD) 100 feet wide; thence North 32 degrees, 08 minutes West along the West line of said Lot 1 and also being the West line of property conveyed to the CITY OF ST. LOUIS, MISSOURI, by instrument recorded in Book 594, Page 440 of said records, 1345.53 feet to a point; thence North 57 degrees 52 minutes East leaving the West line aforesaid 142.64 feet to a set iron pipe and the Point of Beginning of the Tract of Land hereon described; thence North 32 degrees 08 minutes West 100.00 feet to a set iron pipe; thence North 57 degrees, 52 minutes East 100.00 feet to a set iron pipe; thence South 32 degrees, 08 minutes East 100.00 feet to a set iron pipe; thence South 57 degrees, 52 minutes West 100.00 feet to the Point of Beginning and containing 0.23 Acre.

(a) Together with a right of way for ingress to and egress from the premises; a right of way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right of way for subsurface power, communication and/or water lines to the premises; all rights of way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of 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 Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. RENEWAL.

This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September, 2011; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

3. CONSIDERATION.

The Government shall pay the Lessor rental for the premises in the amount of \$400.00 for the term set forth in Article 1 above; and \$800.00 per annum for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each year without the submission of invoices or vouchers.

4. TERMINATION.

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. RESTORATION.

It is hereby agreed between the parties that upon termination of its occupancy the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the

Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

6. PROMPT PAYMENT.

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered paid on the day a check is dated or an electronic funds transfer is made.

(a) Rent shall be paid annually in arrears and will be due on the first workday of the month following the payment period.

(b) An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made within 15 days of the due date.

(1) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1, and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30 day increments inclusive from the first day after the due date through the payment date.

(2) Interest penalties will not accrue after the filing of a claim for such penalties under the Disputes clause or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(3) Interest penalties are not required on payment delays due to disagreement between the Government and Lessor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the Disputes clause. (552.232 71) (Jan. 1989)

7. INTERFERENCE WITH GOVERNMENT COMMUNICATIONS.

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or to install or allow to be installed any electronic equipment on the site or adjacent land owned by the Lessor that may interfere with the proper operation of the facilities installed by the

Government under the terms of this lease without obtaining prior written consent from the Contracting Officer.

(a) Lessor specifically reserves the right to erect and install a radio communication facility to include a receiver transmitter antenna located in or near the Howard Bend Service Building (garage) utilizing existing water division radio frequency or utilizing the proposed city 800 mega hertz frequency.

52.252 2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

52.203 1 OFFICIALS NOT TO BENEFIT. (APR 1984)

52.203 3 GRATUITIES. (APR 1984)

52.203 5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.203 7 ANTI KICKBACK PROCEDURES. (OCT 1988)

52.233 1 DISPUTES. (APR 1984)

8. 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 LESSOR: City of St. Louis Comptroller's Office
Real Estate Supervisor
City Hall, Suite 212
Tucker and Market Streets
St. Louis, Missouri 63103

TO GOVERNMENT: Federal Aviation Administration
Real Estate and Utilities Branch, ACE 56
Federal Building, 601 East 12th Street
Kansas City, Missouri 64106

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

9. The Lessor shall provide vegetation control within the leased area, but only outside the fenced off area, with growth not to exceed 12 inches.

10. The Lessor shall provide snow removal on access roads serving the facility at his earliest convenience.

11. For the term of the lease the FAA shall be permitted to either remove or top off and proportionally trim back a large sycamore tree located adjacent to the proposed site. The FAA shall remove 14" tree located at northeast property line including the trunk.

12. The Lessor shall remove all trash and debris located in proposed subject site area, excepting all debris generated by lessee.

13. LIABILITY

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity."

14. ACCESS

The FAA shall be permitted 24 hour vehicular access to the OM/NDB site through authorized clearance of approved service personnel.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF ST. LOUIS (Lessor)

BY: _____

Vincent C. Schoemehl, Jr., Mayor

Virvus Jones, Comptroller

William R. Bosse, Water Commissioner

APPROVED AS TO FORM ONLY:

City Counselor

ATTEST:

Register

The United States of America

By _____

Ross Roberts Title: Real Estate Contracting Officer

Date _____

SECTION TWO: Payments made under the terms of this lease shall be deposited to the Waterworks revenue Fund.

SECTION THREE: This being an Ordinance to provide for a public work and improvement, it is hereby declared to be an emergency measure as defined by Article IV, Section 20 of the City Charter, and shall become effective immediately upon its passage and approval by the Mayor.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
06/07/91	06/07/91	PU		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
06/21/91			06/27/91	06/30/91
ORDINANCE	VETOED		VETO OVR	

62350		
--------------	--	--