

Summary

Board Bill Number 116

Introduced by Alderman Shane Cohn

December 12, 2025

This Board Bill authorizes and directs the Director of Airports and Comptroller of the City to execute the “First Amendment to News/Gift Specialty Concession Agreement” (AL-212). This Board Bill contains a severability clause.

BOARD BILL NUMBER 116 INTRODUCED BY ALDERMAN SHANE COHN

1 An Ordinance recommended and approved by the Airport Commission, and Board of
2 Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller
3 of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter
4 into and execute the “First Amendment to First Amendment to News/Gift Specialty Retail Concession
5 Agreement AL-212,” originally authorized by Ordinance Number 69270, between the City and HG-
6 St. Louis JV; and containing a severability clause.

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

8 **SECTION ONE.** The Director of Airports and Comptroller of the City of St. Louis (the
9 "City"), are hereby authorized and directed to enter into and execute on behalf of the City the “First
10 Amendment to News/Gift Specialty Retail Concession Agreement AL-212”, originally authorized by
11 Ordinance Number 69270, between the City and HG-St. Louis JV, attached hereto as **Exhibit ‘A’**
12 and made a part hereof.

13 **SECTION TWO.** The terms, covenants, and conditions set forth in this Ordinance are
14 applicable exclusively to the agreements, documents, and instruments approved or authorized by this
15 Ordinance and are not applicable to any other existing or future agreements, documents, or
16 instruments unless specifically authorized by an ordinance enacted after the effective date of this
17 Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance will
18 be of no force of effect as to the agreements, documents, or instruments approved or authorized by
19 this Ordinance.

20 **SECTION THREE.** The sections or provisions of this Ordinance or portions thereof are

1 severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid
2 by a court of competent jurisdiction, such holding will not invalidate the remaining sections or
3 provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance
4 are so essentially and inseparably connected with, and so dependent upon, the illegal,
5 unconstitutional, or ineffective section or provision that it cannot be presumed that the Board of
6 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional,
7 or ineffective sections or provisions or unless the court finds that the valid sections or provisions,
8 standing alone, are incomplete and incapable of being executed in accordance with the legislative
9 intent.

Board Bill Number 116
Exhibit A



HG-ST. LOUIS JV

**FIRST AMENDMENT TO
NEWS/GIFT SPECIALTY RETAIL CONCESSION AGREEMENT**

AL#-212

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
FIRST AMENDMENT TO CONCESSION AGREEMENT
NEWS/GIFT SPECIALTY RETAIL**

THIS FIRST AMENDMENT, (“First Amendment”) made and entered into as of the ___ day of _____, 2025, by and between The CITY OF ST. LOUIS (“**City**”), a municipal corporation of the State of Missouri and owner and operator of the St. Louis Lambert International Airport, and HG-ST. LOUIS JV (“**Concessionaire**”), a corporation organized and existing under the laws of the State of Missouri, is an amendment to Concession Agreement AL-212 dated December 5, 2012 (the “**Agreement**”).

WITNESSETH THAT:

WHEREAS, the City and Concessionaire desire to amend the Agreement to their mutual benefit;

WHEREAS, design and construction and Refurbishment of Improvements will require Concessionaire to invest or cause to be invested not less than Three Million Five Hundred Thousand Dollars (\$3,500,000.00) and Concessionaire has agreed to commit to such investment; and

WHEREAS, BY THIS First Amendment, Concessionaire waives all rights to any and all reimbursements and compensation from the City for the depreciated value of existing improvements and non-expendable equipment at the Airport.

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

Section 1.

The Effective Date of this First Amendment shall be February 1, 2026.

Section 2.

The parties hereto agree that the capitalized terms used in this First Amendment will have the same meaning as defined in the Agreement, unless otherwise expressly defined herein.

Section 3.

Section 101 of the Agreement, entitled “Definitions” is hereby amended by adding the following new definitions:

“**Airport Development Project**” or “**ADP**” shall mean the possible development and construction program consisting of a new, consolidated, double-loaded concourse that will replace the Airport’s current terminal complex, and which, if pursued, will necessitate the removal of the

Concessionaire's A, C, and D Concourse Premises from the Agreement prior to the Expiration Date of the Agreement.”

““**ADP Notice**” shall mean the written notice provided by the City to Concessionaire of the initiation of the Airport Development Project and providing the Concessionaire with an effective date for the closure of its Premises located on the Airport's A Concourse, and the permanent deletion of those Premises from the Agreement (see Section 201).”

Section 4.

Section 201 of the Agreement is hereby deleted and replaced with the following:

“SECTION 201. PREMISES. City hereby permits the Concessionaire to install, maintain and operate at the locations on Airport property including the Airport Terminals and Concourses in accordance with rights granted under Section 301 entitled “Rights”, as described in **Exhibit A**, attached hereto and made a part hereof. The rights granted in Section 301 hereof may only be exercised within the Premises.

The Director has the right to add, substitute, relocate or remove portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business, actual, incidental, consequential or special damages resulting from these changes to the Premises.

Concessionaire acknowledges that the City is considering the Airport Development Project that if initiated will delete the Concessionaire's current A and C Concourse Premises, as well as any future improvements made by Concessionaire as contemplated under this First Amendment and the Redevelopment Plan on the C and D Concourses, prior to the Expiration Date of the Agreement.

Concessionaire accepts the Premises “**AS IS**” with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its officers, employees, agents or representatives. City without limitation expressly disclaims and negates as to the Premises any implied or expressed warranty for a particular purpose and any expressed or implied warranty with the respect to the Premises or any portion thereof and the use or condition of the Premises.”

Section 5.

Section 401 of the Agreement, entitled “Initial Term” is hereby deleted in its entirety and replaced with the following new Section 401:

“SECTION 401. TERM. The Term of the Agreement shall begin on the Commencement Date and end on the Expiration Date as written below, unless sooner terminated in accordance with other Provisions of this Agreement:

Commencement Date:

February 1, 2013

Expiration Date:

January 31, 2031”

Section 6.

Section 502 of the Agreement, entitled “Concession Fees” is hereby amended by adding the following new paragraph:

Notwithstanding the foregoing, beginning upon the first day of the month following the closing of Concessionaire’s C and D Concourse Premises pursuant to the City’s Airport Development Project, the Minimum Annual Guarantee shall be Three Million Dollars (\$3,000,000) annually.”

Section 7.

Exhibit “A” entitled “Premises” is hereby deleted in its entirety and replaced by the attached new Exhibit “A,” which is attached hereto and incorporated herein.

Section 8.

The new Exhibit “C-1” entitled “Redevelopment Plan” is hereby attached hereto and incorporated herein.

Section 9.

Section 623 of the Agreement, entitled “Merchandise Limitations” is hereby amended to remove “Perishable Snack Items, Electronics and/or Music, and Duty Free Items” from the list of prohibited items.

Section 10.

Article VII of the Agreement, entitled “Construction by Concessionaire” is hereby amended by adding the following new Sections 713 entitled “Redevelopment Plan,” and Section 714 entitled “Redevelopment Plan Reinvestment:”

“SECTION 713. REDEVELOPMENT PLAN. Concessionaire has submitted and the City has approved, the Redevelopment Plan, which includes a tenant concept and merchandising plan for certain units contained within the Premises and the addition of temporary mobile retail fixtures, which is attached hereto as **Exhibit “C-1”** and incorporated herein. The Concessionaire shall implement the Redevelopment Plan in cooperation with the City’s Airport Development Project and in accordance with and subject to the Provisions of this Agreement (see Section 714 entitled “Redevelopment Plan Reinvestment”). Concessionaire, in accordance with the Redevelopment Plan, shall provide, to the maximum extent feasible, continuous service to the traveling public in all parts of the Airport. Concessionaire acknowledges and agrees that temporary retail facilities may be required at certain times and locations during ADP-related construction, and that the location and nature of such temporary facilities is subject to final approval by the City. In addition, Concessionaire agrees that any temporarily closed news, gift and specialty retail locations shall have professional signage covering the storefronts with “coming soon” or similar information, as it is available, and/or information and directions on locations providing similar products within reasonable walking distance.

Any deviations in the implementation of or modification to the Redevelopment Plan shall require the Director's prior written approval. Concessionaire and City acknowledge and agree that the parties may agree to amend or modify Exhibit "C-1" entitled "Redevelopment Plan" without a formal amendment to this Agreement. The Director, on behalf of the City and in the best interest of the City and the traveling public, is hereby authorized to make such changes or modifications."

"Section 714. Redevelopment Plan Reinvestment. Concessionaire covenants, warrants, represents, and agrees that the Concessionaire shall expend or cause to be expended for Build-Out Costs not less than **Three Million Five Hundred Thousand Dollars (\$3,500,000.00)** (the "**Redevelopment Plan Reinvestment Requirement**") in pursuit of the Redevelopment Plan attached as Exhibit C-1. Concessionaire shall complete or cause to be completed all New Improvements and Refurbishments subject to and in accordance with the Provisions of this Agreement. Concessionaire's Build-Out in accordance with the Redevelopment Plan shall be completed no later than **TBD** unless delayed or postponed at the Director's written direction.

Concessionaire shall furnish the Director with satisfactory proof of Build-Out Costs for each unit within one hundred eighty (180) days following completion of work to the Premises. This proof of Build-Out Costs must include, at a minimum, an itemized account of all included costs, supported by paid invoices (copies to be provided only if specifically requested by the Director) and certified as accurate by an officer of Concessionaire. Concessionaire shall also promptly provide to the Director any other proof or documentation reasonably requested by Director to insure compliance with the Provisions of this Article VII.

Concessionaire is encouraged by City to productively expend the entire Redevelopment Plan Reinvestment Requirement; however, in the event Concessionaire's actual expenditures for Build-Out Costs are less than the Redevelopment Plan Reinvestment Requirement, the difference shall become due and payable to City within thirty (30) days after the receipt of an invoice for such difference from City."

Section 12.

Article XV of the Agreement, entitled "Miscellaneous Provisions" is hereby amended by adding the following new Section 1530 entitled FAA Non-Discrimination:

"SECTION 1530. FAA NON-DISCRIMINATION.

- A. Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.
- D. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- E. With respect to Permits, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the Permit and to enter or re-enter and repossess said land and the facilities.”

Section 13.

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

(The remainder of page left intentionally blank)

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

SECTION B

- Does the bill require the construction of any new physical facilities? ___ Yes ___ No

- If yes, describe the facilities and provide the estimated cost:

- Is the bill estimated to have a direct fiscal impact on any city department or office? ___ Yes ___ No

- If yes, explain the impact and the estimated cost:

- Does the bill create a program or administrative subdivision? ___ Yes ___ No

- If yes, then is there a similar existing program or administrative subdivision?

- ___ Yes ___ No

- If yes, explain the how the proposed programs or administrative subdivisions may overlap:

- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	N/A	N/A	N/A
Additional Revenue	N/A	N/A	N/A
Net	N/A	N/A	N/A
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	N/A	N/A	N/A
Additional Revenue	N/A	N/A	N/A
Net	N/A	N/A	N/A

- Describe any assumptions used in preparing this fiscal note:

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

- Have the financial estimates of this bill been verified by the City Budget Division? Yes No

○ If yes, by whom? _____ .

ORDINANCE #69270
Board Bill No. 180

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 Lambert-St. Louis International Airport® ("Airport") News/Gift & Specialty Retail Concession Agreement AL-212 (the "Agreement"), between the City and HG-St. Louis JV, a joint venture organized and existing under the laws of the State of Missouri (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, and privilege to design, construct, operate, manage, and maintain a News/Gift & Specialty Retail Concession at the Airport within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; and containing a severability clause.

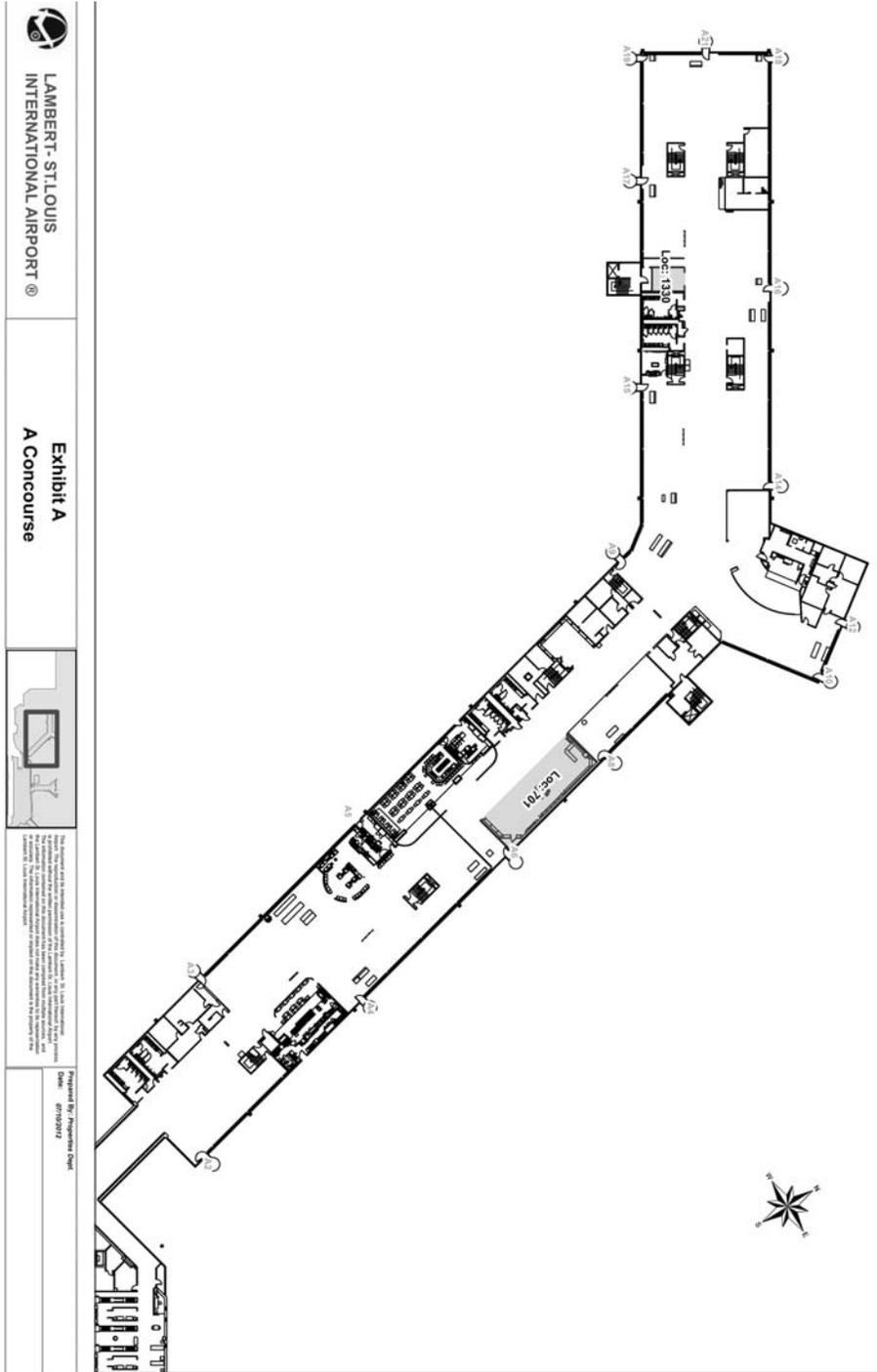
BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

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 Lambert-St. Louis International Airport® ("Airport") News/Gift & Specialty Retail Concession Agreement AL-212 (the "Agreement"), between the City and HG-St. Louis JV, a joint venture organized and existing under the laws of the State of Missouri (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, and privilege to design, construct, operate, manage, and maintain a News/Gift & Specialty Retail Concession at the Airport within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and 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.

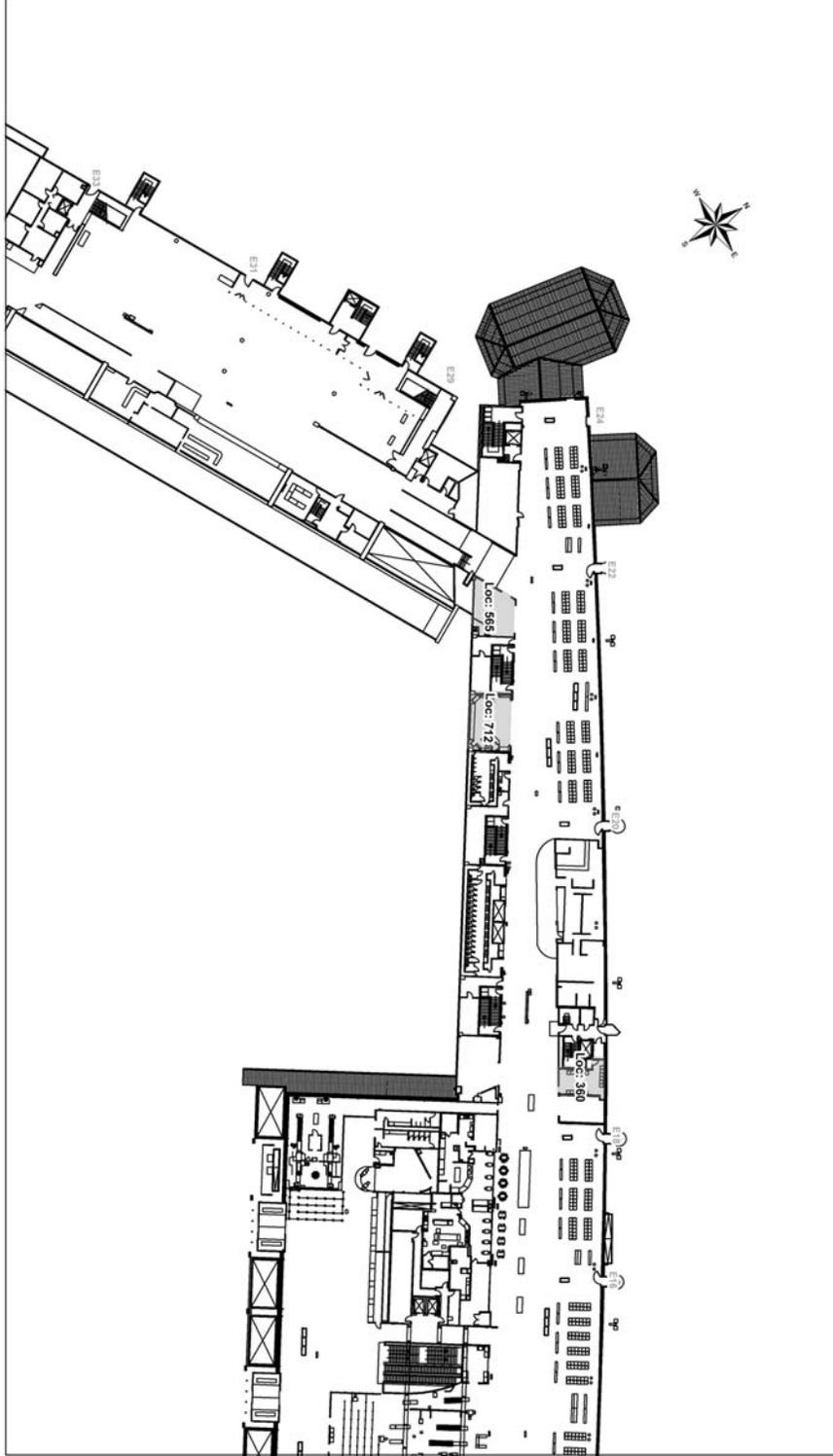
SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

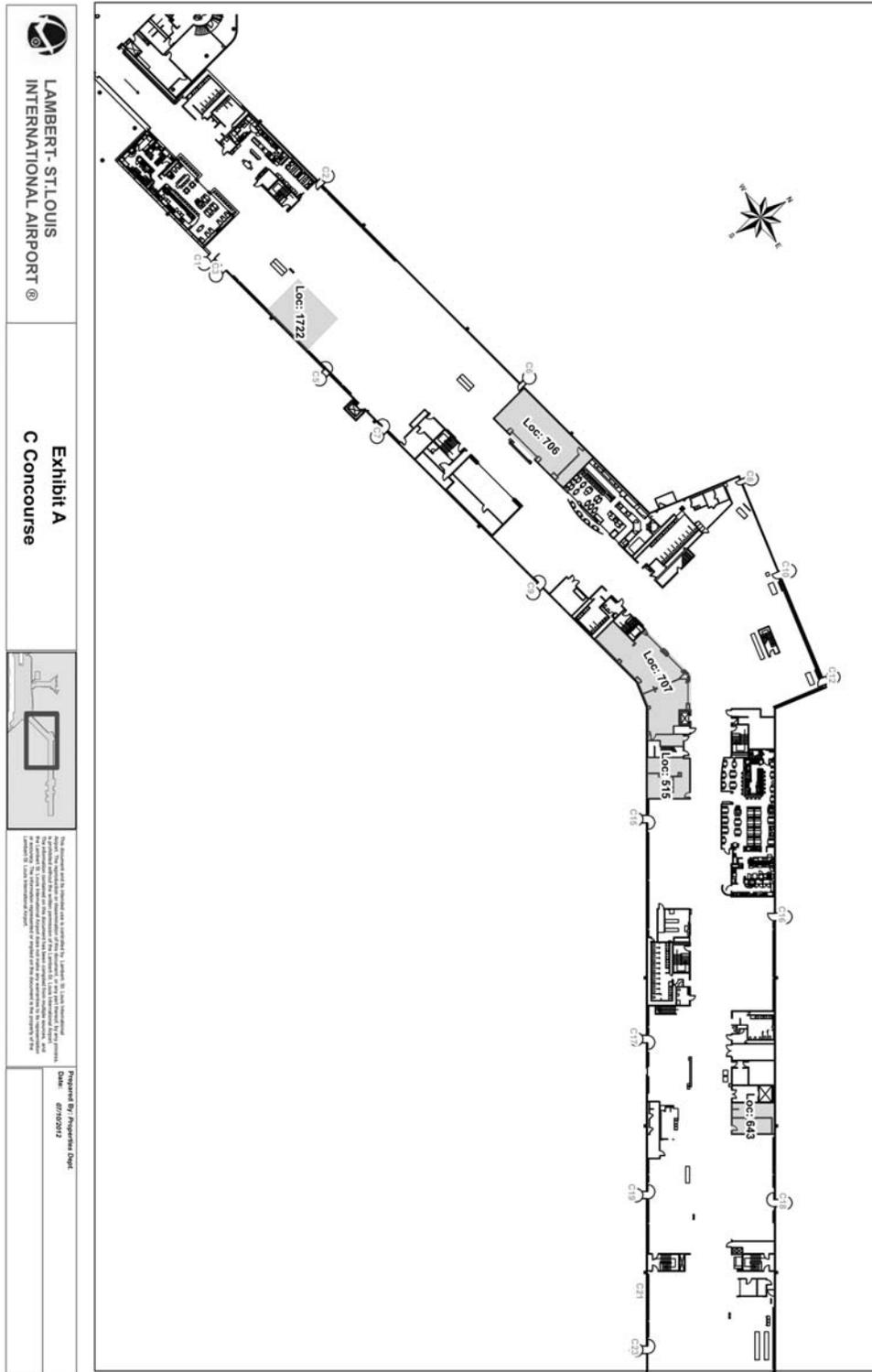
HG- St. Louis JV
NEWS/GIFT & SPECIALITY RETAIL
CONCESSION AGREEMENT
AL#-212
(Is on file in the Register's Office.)

Exhibit "A"
Premises
(to follow)



 <p>LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT ®</p>	<p>Exhibit A Terminal 2</p>		<p><small>This document and its contents are the property of Lambert-St. Louis International Airport. It is to be used only for the purposes for which it was prepared and is not to be distributed, copied, or otherwise used for any other purpose without the express written consent of the Airport. The Airport assumes no responsibility for any errors or omissions in this document. The Airport is not responsible for any damages, including consequential damages, arising from the use of this document. The Airport is not responsible for any claims, including consequential claims, arising from the use of this document.</small></p>	<p>Prepared By: Architecture Dept. Date: 07/10/2012</p>
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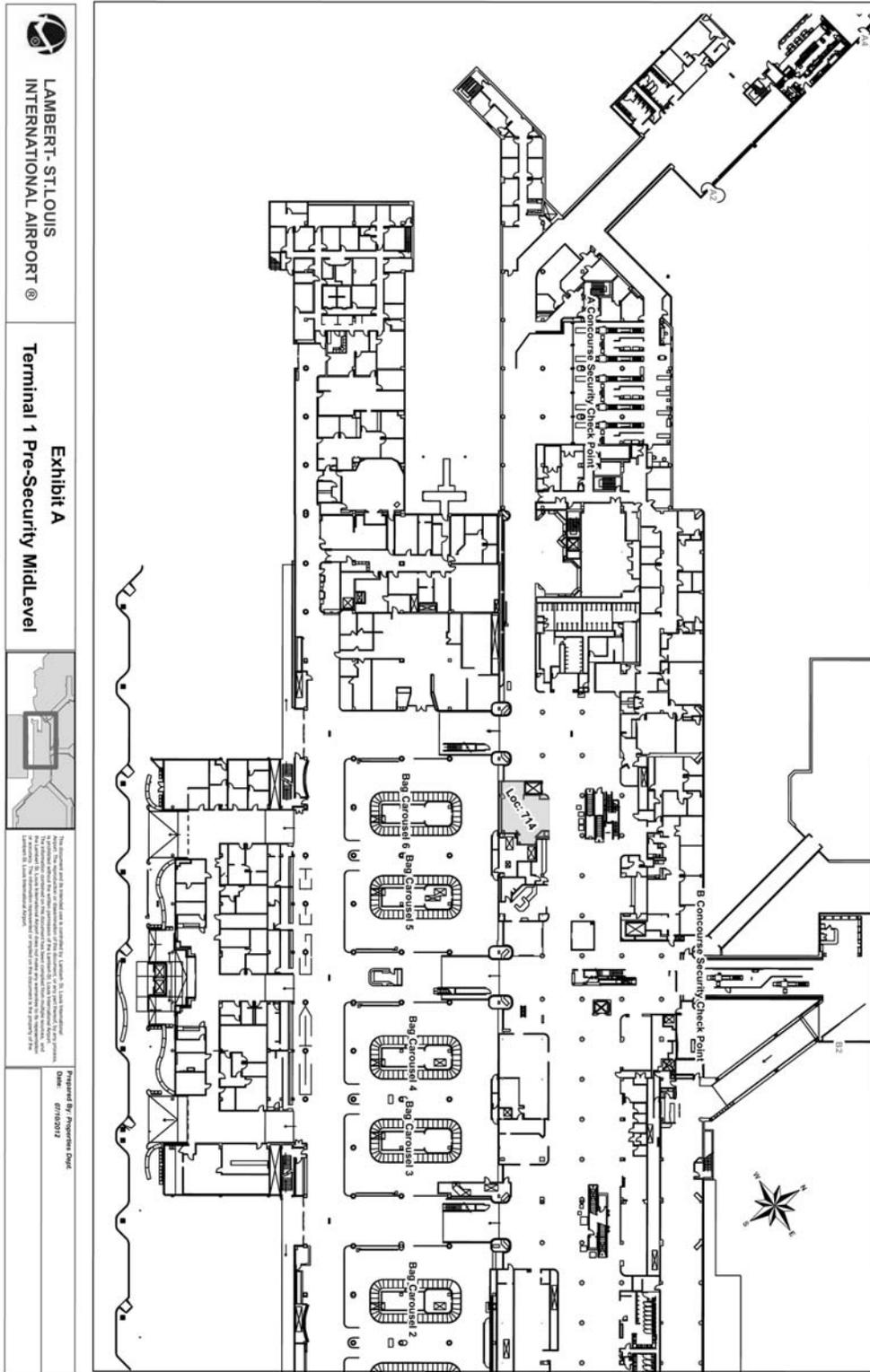

LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT ®

Exhibit A
C Concourse



This drawing and the information contained herein are the property of the City of St. Louis, Missouri. It is to be used only for the purposes for which it was prepared and is not to be used for any other purpose without the written consent of the City of St. Louis, Missouri. The City of St. Louis, Missouri, is not responsible for any errors or omissions in this drawing. The City of St. Louis, Missouri, is not responsible for any damages, including consequential damages, arising from the use of this drawing. The City of St. Louis, Missouri, is not responsible for any claims, including consequential claims, arising from the use of this drawing. The City of St. Louis, Missouri, is not responsible for any claims, including consequential claims, arising from the use of this drawing.

Prepared By: **Augustine Opat**
Date: **07/10/07**



**EXHIBIT "B"
LIVING WAGE BULLETIN**

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2012**

In accordance with Ordinance #65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.93** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.52** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance.
- 3) Wage required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.59** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2012**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

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

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, MO 63145
(314) 426-8111

Dated: February 17, 2012

**EXHIBIT "C"
DEVELOPMENT PLAN
(To Follow)
(Is on file in the Register's Office.)**

Approved: November 2, 2012