

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

LIGHT RAIL SYSTEM

OPERATION AND MAINTENANCE PLAN

SCANNED
SEP 17 2003

257942

Operation and Maintenance Plan entered into this 7 day of July, 1994, by and between the City of St. Louis, Missouri ("City"), a Municipal Corporation of the State of Missouri, and the Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Bi-State"), a body politic and corporate organized and existing pursuant to Chapter 70 of the Revised Statutes of Missouri.

WHEREAS, the City and Bi-State entered into an Easement Agreement authorized by Ordinance No. 63169 for the construction and operation of a light rail urban mass transit public transportation system at Lambert-St. Louis International Airport, and

WHEREAS, Section Three of said Ordinance authorized the Airport Director to negotiate and enter into an Operation and Maintenance Plan to implement the provisions of the Easement Agreement.

NOW, THEREFORE, the parties hereto agree that they will be responsible to do the following in order to provide for the operation and maintenance of the Light Rail System in the best interest of the people using said system:

I. BI-STATE AGREES TO MAINTAIN:

- A. Structural components of rail system in the right-of-way and platforms.
- B. Rail and systems connected to Bi-State central control to include but not limited to:

1. CCTV systems
 2. Ticket vending machines
 3. Ticket validators
 4. Signal systems
 5. Rider assist telephones
 6. Catenary track and power systems
 7. Communication systems
 8. Alarm systems
- C. Traction power substations and fencing.
- D. Signal relay houses and enclosures.
- E. Grass cutting and weed control inside of fenced areas.
- F. Snow removal in right-of-way and track area at platform.
- G. Handrails and drains for track systems along right-of-way.
- H. Access drives leading to Bi-State equipment housings.
- I. Trash removal in track area.
- II. BI-STATE AGREES TO:
- A. Follow rules and regulations at the Airport.
 - B. Collect revenue from ticket vending machines.
 - C. Pay for all utilities associated with the operation of catenary systems and signal systems connected to central control.
 - D. Pay for all additions or expansion to systems connected to central control and track systems.
 - E. Remove any hazardous waste or equipment parts generated by Bi-State's operation.
- III. CITY AGREES TO MAINTAIN:
- A. Platform windscreen protection and canopy.
 - B. Platform concrete walk surface to include expansion joints.

C. Systems connected to Airport control systems to include but not limited to:

1. CCTV systems
2. Communication systems
3. Alarm systems
4. Electrical systems
5. Elevators/Escalators
6. Platform walkway lighting

D. The structure and interior of the terminal building.

E. Custodial services and trash removal on the platform walkway.

F. Snow removal for the platform walkway and exit stair.

G. Grass cutting and weed control up to fence lines and building structures.

IV. CITY AGREES TO PROVIDE:

A. The Airport's contractor is required to respond to the service location within one hour of being notified for elevator/escalator maintenance.

B. Ingress and egress through Airport Property for Bi-State's riders.

C. Parking for up to 3 Bi-State employees for maintenance purposes.

D. Pay for utilities that operate Airport systems.

IN WITNESS WHEREOF, City and Bi-State have executed this Plan, and agree that it may be amended by written consent of the parties.

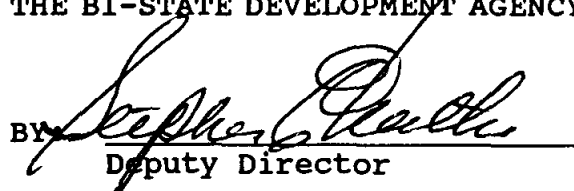
THE CITY OF ST. LOUIS, MISSOURI

THE BI-STATE DEVELOPMENT AGENCY

BY:


Airport Director

BY:


Deputy Director

l-rail