MINUTES OF THE SPECIAL MEETING
OF THE
BOARD OF TRUSTEES
THE JUNIOR COLLEGE DISTRICT OF
ST. LOUIS, ST. LOUIS COUNTY, MISSOURI
FRIDAY, SEPTEMBER 2, 1966 - 4:00 P.M.

A Special Meeting of the Board of Trustees of The Junior College
District of St. Louis, St. Louis County, Missouri was held on Friday,
September 2, 1966 at the Central Office of the District at 7508 Forsyth Blvd.,
St. Louis, Missouri at 4:00 p.m.

1. GENERAL FUNCTIONS

1.2 Roll Call

The Board President, Mr. Joseph G. Stewart, called the meeting to order
at 4:05 p.m. The following members were present:

Mrs. Joseph C. Bastian
Messrs. Guy S. Ruffin
Joseph G. Stewart
Gerald V. Williamson

Mr. Stewart noted that Board members Lester C. Geil and Donald M. Witte
were not present.

Also present were Dr. Joseph P. Cosand, President of the District; Mr.
Lawrence F. O'Neill, Coordinator of Physical Facilities; Dr. Douglas F. Libby,
Vice President-Campus Director; Dr. Glynn E. Clark, Vice President-Campus Director;
Mr. Edward P. Lilby, Dean of Student Personnel Services at the Forest Park Campus,
represented Mrs. Graham who was on vacation; Mrs. Mary Jane Calais, Associate
Coordinator. Business -- all of The Junior College District staff. Also present
was Mr. Bruce E. Woodruff of the firm of Armstrong, Teasdale, Kramer and Vaughan,
counsel for the District.
4. PHYSICAL FACILITIES

4.1 Acceptance Of Bids For Parking Lot Construction
   And Lighting - Forest Park Community College

Dr. Cosand reported that on August 30, 1966 bids were received, in accordance with District policy, for the construction of parking facilities for 1700 cars at the Forest Park Community College, said construction to include the necessary grading, lighting, water lines, sewers and telephone ducts.

The following bids were received:

**Parking Lot and Access Street Construction:**

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<tr>
<th></th>
<th>Base Bid</th>
<th>Alternate #1</th>
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<tbody>
<tr>
<td>Robert Paulus Construction Company</td>
<td>$558,000.00</td>
<td>$11,000.00</td>
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<tr>
<td>Kloster Company</td>
<td>$534,077.00</td>
<td>$11,700.00</td>
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<tr>
<td>C. Rallo Contracting Co.</td>
<td>$505,920.00</td>
<td>$11,000.00</td>
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**Parking Lot and Access Street Lighting:**

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<thead>
<tr>
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<th>Base Bid</th>
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<tr>
<td>Motor City Electric Company</td>
<td>$109,555.00</td>
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<tr>
<td>Aschinger Electric Company</td>
<td>$104,500.00</td>
</tr>
<tr>
<td>C. J. Hervey Electric Company</td>
<td>$106,300.00</td>
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After a general discussion, upon motion by Mr. Williamson, seconded by Mr. Ruffin, and with the unanimous aye vote of all members of the Board present, it was

RESOLVED, That the low base bid, not to include alternate #1, of C. Rallo Contracting Company in the amount of $505,920.00 be accepted by the Board of Trustees for parking lot and access street construction at the Forest Park Campus, designated as Contract #66-4, in accordance with said plans and specifications on file at the Central Office of the District.
FURTHER RESOLVED, That the President of the Board of Trustees is hereby authorized and directed to execute the appropriate construction contract with said C. Rallo Contracting Company.

FURTHER RESOLVED, That the low base bid of Aschinger Electric Company in the amount of $104,500.00 be accepted by the Board of Trustees for parking lot and access street lighting, designated as Contract #66-4 on the Forest Park Campus, in accordance with said plans and specifications on file at the Central Office of the District.

FURTHER RESOLVED, That the President of the Board of Trustees is hereby authorized and directed to execute the appropriate contract with said Aschinger Electric Company.

5. BUSINESS AND FINANCE

5.1 Approval Of Lease With Ambassador Hotel

Mr. Bruce Woodruff, legal counsel for the District, reported to the Board on the facilities available at the Ambassador Hotel to provide space for day-time classes for the District Hotel, Motel, Restaurant Program. Mr. Woodruff reminded the Board that formerly a letter of intent had received Board approval for rental of a portion of the Congress Hotel to provide necessary facilities for this District program. Since the scope of the facilities had not been identified in the letter of intent, it was found upon closer evaluation of the Congress Hotel building that no rest room facilities were available to the students and the building was in less repair than originally anticipated. The District staff has, therefore, upon advice from legal counsel, cancelled the letter of intent with the Congress Hotel.

Space at the Ambassador Hotel has been carefully examined for use by the Hotel, Motel, Restaurant Program and Mr. Jack Miller, head of this program, has agreed the facilities would be satisfactory. The Board was therefore asked to approve a two-year lease agreement with the Ambassador Hotel to provide space for the District Hotel, Motel, Restaurant Program beginning September 1, 1966 through August 31, 1968.
Whereupon, on motion by Mr. Williamson, seconded by Mrs. Bastian, and with the unanimous approval of all members of the Board present, it was

RESOLVED, That The Junior College District enter into a two-year lease agreement with the Ambassador Hotel beginning September 1, 1966 through August 31, 1968 to provide facilities for the District Hotel, Motel, Restaurant Program.

FURTHER RESOLVED, That the President of the Board be and hereby is authorized to execute said contract on behalf of the District.

9. ADJOURNMENT

Board President Stewart asked if there were any further business to come before the Board. There was not, and upon motion by Mrs. Bastian, seconded by Mr. Williamson, and with the aye vote of all members of the Board present, the meeting was adjourned at 4:55 p.m.

Respectfully submitted,

[Signature]
Paul H. Connole
Secretary, Board of Trustees
The Junior College District of
St. Louis, St. Louis County, Missouri
ADDENDUM TO LEASE

By and Between ROYAL INVESTMENT CORP., d/b/a AMBASSADOR HOTEL, Lessor, and THE JUNIOR COLLEGE DISTRICT, ST. LOUIS-ST. LOUIS COUNTY, MISSOURI, Lessee

1. Lessor shall pay for all utilities consumed on the premises, including heating, electricity, gas, water and air-conditioning, except that no air-conditioning shall be provided for the kitchen area.

2. Lessee agrees to accept the premises in their present condition. All repairs, installation, costs and other expenses incurred in the establishment of facilities for use of the Lessee shall be paid by Lessee.

3. Lessee agrees to install doors in the kitchen area so that the kitchen area leased may be locked by Lessee when the leased premises are not in use.

4. Lessee shall have the option to make such alterations to the leased premises as are necessary to establish and carry on its program, including installation of additional lighting, and other fixtures; provided, however, that Lessee shall first obtain the permission of Lessor prior to making any such alterations, which said permission shall not be unreasonably withheld by Lessor.

5. Lessee shall have the option to install such restaurant stoves, sinks, tables and other restaurant fixtures as are necessary for the conduct of its Hotel-Motel Restaurant Program. All of said fixtures and equipment will remain the property of the Lessee and may be removed upon termination of the lease or any renewal thereof.

6. Rest room facilities will be made available to students, faculty and guests of Lessee.

7. In addition to the premises herein agreed to be leased, Lessor agrees to provide on one day each week a dining room or meeting area not presently a part of the premises herein agreed to be leased, where the students of the program to be conducted by Lessee may serve a meal or carry on other phases of the Hotel-Motel Restaurant Program of Lessee.

8. Lessee shall have the option to renew this lease on the same terms and conditions for a period of one (1) year following the completion of the current lease term. To exercise said option, Lessee shall give Lessor Notice in Writing of its intention to renew at least thirty (30) days prior to the expiration of the current term.

9. Notwithstanding any of the foregoing provisions of this lease, in the event that the Ambassador Hotel is closed for any reason, Lessor shall have the option to terminate this lease; provided, however, that
said termination may be made only upon 120 days written notice to Lessee of the Closing of the Hotel and intention to terminate.

(Addition to printed lease terms)

* Provided, however, that in the event of any such default, Lessor shall, prior to causing any such forfeiture, give five (5) days written notice thereof to Lessee and allow Lessee to cure any such default within such five-day period.
before me personally appeared


... to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

My terms expires

Notary Public.

State of Missouri, ss. On this day of 19.

before me appeared

a Corporation of the State of , and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State aforesaid, the day and year first above written.

My terms expires

Notary Public.

LEASE

per month
by and between THE SENIOR COLLEGE DISTRICT, ST. LOUIS COUNTY, MISSOURI, a body corporate and subdivision of the State of Missouri, hereinafter called Lessor, and ST. LOUIS COUNTY, MISSOURI, a body corporate and subdivision of the State of Missouri, hereinafter called Lessee.

WITNESSETH. That the said Lessor for and in consideration of the rents, covenants and agreements hereinafter set forth and hereby agreed to be paid, kept and performed by said Lessee, or Lessee's successors and assigns, has leased and by these presents does lease to said Lessee the following described premises, situated in the City of ST. LOUIS, State of Missouri, to wit:

The following described area and spaces, located in the Ambassador Hotel situated at 100 North Kingshighway:

1. The kitchen located in the northwest corner of the east wing on the main floor and adjacent to the main kitchen, one thousand four hundred square feet, together with an alcove for dressing purposes located on the second floor.

2. Room 130 for use as a classroom and meeting room.

An office near or convenient to Room 130 or approximately 150 square feet.

To have and to hold the same, subject to the conditions herein contained, and for no other purpose or business than that of conducting the Hotel-Motel Research Program of the District, to conduct Faculty meetings and other occasional meetings of the Junior College District Personnel and students, and to conduct student activities.

for and during the term of Two (2) years commencing on the 1st day of September, 1966, and ending on the 1st day of August, 1968 at the yearly rental of Six Thousand and No/100 ($6,000.00) Dollars, payable in advance in equal monthly installments of Five Hundred ($500.00) Dollars, together with a utility charge of six hundred ($600.00) dollars a year, said utility charge being payable in advance in equal monthly installments of fifty ($50.00) dollars, both said rent and utility charges being due on the first day of each and every month during the said term.

This lease shall be assignable, nor shall said premises or any part thereof be sublet, used or permitted to be used for any purpose other than above set forth without the written consent of the Lessor endorsed hereon; and if this lease is assigned or the premises or any part thereof sublet without the written consent of the Lessor, or if the Lessor shall become the subject of a court proceeding in bankruptcy or liquidating receivership or shall make an assignment for the benefit of creditors, this lease may by such fact or unauthorized act be cancelled at the option of the Lessor. Any assignment of this lease, or subletting of said premises, or any part thereof without the written consent of the Lessor, and all repairs and alterations deemed necessary by Lessee, shall be made by said Lessee at Lessee's cost and expense with the consent of Lessor; and all repairs and alterations so made shall remain as a part of the reality, all plate and other glass now in said demised premises is at the risk of said Lessee, and if broken, is to be replaced by and at the expense of said Lessee.
The Lessee shall pay according to the rules and regulations of the water department for all water used in the demised premises. The Lessor will erect fire escapes on said premises at said Lessor's own cost, according to law, should the proper authorities demand same.

The Lessee agrees to keep said premises in good order and repair and free from any nuisance or filth upon or adjacent thereto, and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of said premises. The Lessor or legal representatives may, at all reasonable hours, enter upon said premises for the purpose of examining the condition thereof and making such repairs as Lessor may see fit to make.

If the cost of insurance to said Lessor on said premises shall be increased by reason of the occupancy and use of said demised premises by said Lessee or any other person, under and at said premises, all such increased over the existing rate shall be paid by said Lessee on demand. The Lessee agrees to pay double rent for each day the premises, or any part thereof, is not inhabited under the lease, until the demised premises after the termination of this lease, whether by limitation or forfeiture.

Lessor shall not be liable to said Lessee or any other person or corporation, including employees, for any damage to their person or property caused by water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing, upon, about or adjacent to said premises.

The destruction of said building or premises by fire, or the elements, or such material injury, thereto as to render said premises unquestionably untenable for days, shall be the option of said Lessor or Lessee to produce and restore or, as the case may be, to the state or condition as the same are now, or may hereafter be made by repair in compliance with the covenants of this lease, or otherwise, shall be served upon the Lessee in person, or left with someone in charge of the premises, or posted upon some conspicuous part of said premises.

In the event of the Lessee to pay any installment of rent or any other amount due hereunder, or failure of the Lessee promptly and faithfully to keep and perform each and every covenant, agreement and stipulation herein on the part of the Lessee to be kept and performed, shall at the option of the Lessor cause the forfeiture of this lease.

Possession of the within demised premises and all additions and permanent improvements thereof shall be delivered to Lessee upon ten days' written notice that Lessor has exercised said option, and thereupon Lessor shall be entitled to and may take immediate possession of the demised premises, any other notice or demand being hereby waived. Any and all notices to be served by the Lessor upon the Lessee for any breach of covenant of this lease, or otherwise, shall be served upon the Lessee in person, or left with someone in charge of the premises, or posted upon some conspicuous part of said premises.

Said Lessee will quit and deliver up the possession of said premises to the Lessor or Lessor's heirs, successors, agents or assigns, when this lease terminates by limitation or forfeiture, with all window glass replaced, if broken, and with all keys, locks, bolts, plumbing fixtures, heating apparatus, elevator machinery and all other property, whether movable or not, in the same condition as the same are now, or may hereafter be made by repair in compliance with all the covenants of this lease, save only the wear thereof from reasonable and careful use. But it is hereby understood, and Lessee hereby covenants with the Lessor, that such forfeiture, annulment or voidance shall not relieve the Lessee from the obligation of the Lessor to make the monthly payments of rent hereinbefore reserved, at the times and in the manner aforesaid; and in case of any such default of the Lessee, the Lessor may re-let the said premises as the agent for and in the name of the Lessee, at any rental rentably obtainable, applying the proceeds and avail thereof, first, to the payment of such expense as the Lessor may be put to in re-entering, and then to the payment of said rent as the same may from time to time become due, and toward the fulfillment of the other covenants and agreements of the Lessee herein contained, and the balance, if any, shall be paid to the Lessee, and the Lessee hereby covenants and agrees that if the Lessor shall recover or take possession of said premises as aforesaid, and be unable to re-let and rent the same as so to as to realize a sum equal to the rent hereby reserved, the Lessee shall and will pay to the Lessor any and all loss of difference of rent for the residue of the term. The Lessee hereby gives to the Lessor the right to place and maintain its usual "for rent" signs upon the demised premises, in the place that the same are usually displayed on property similar to that herein demised, for the last thirty days of this lease.
No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this lease; nor shall any consent by the Lessor to any assignment or subletting of said premises, or any part thereof, be held to waive or release any assignee or sub-lessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sub-lessee shall be expressly subject thereto.

Whenever the word "Lessor" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessee and the words Lessor and Lessee shall include single and plural, individual or corporation, subject always to the restrictions herein contained, as to subletting or assignment of this lease.

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

ROYAL INVESTMENT CORP., d/b/a AMBASSADOR HOTEL

This lease not valid until approved by the Board of Trustees of the Junior College District.

The Junior College District, St. Louis-St. Louis County, Missouri

APPROVED:

President, Board of Trustees

Lessee