Summary
Board Bill Number 93 As Amended In Committee
Introduced by Alderman Shane Cohn
October 16, 2026

This Board Bill authorizes and directs the Director of Airports and Comptroller of the City to execute the “First Amendment to Luggage Cart Rental Agreement” (AL-022). This Board Bill contains a severability clause.

BOARD BILL NUMBER 93 AS AMENDED IN COMMITTEES INTRODUCED

BY ALDERMAN SHANE COHN

An Ordinance recommended and approved by the Airport Commission, and Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter into and execute the "First Amendment to Luggage Cart Rental Agreement AL#-022", originally authorized by Ordinance Number 71423, between the City and **Smarte Carte, Inc** and containing a severability clause.

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

SECTION ONE. The Director of Airports and Comptroller of the City of St. Louis (the "City"), are hereby authorized and directed to enter into and execute on behalf of the City "First Amendment to Luggage Cart Rental Agreement AL#-022", originally authorized by Ordinance Number 71423, between the City and Smart Carte, Inc. attached hereto as **Exhibit** '**A**' and made a part hereof.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof are 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 will 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.

SMARTE CARTE, INC

FIRST AMENDMENT TO LUGGAGE CART RENTAL CONCESSION AGREEMENT

AL#-022

AL#-022

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
FIRST AMENDMENT TO CONCESSION AGREEMENT
LUGGAGE CART RENTAL

THIS FIRST AMENDMENT, made and entered into as of the ___day of _____, 2026, by and between The CITY OF ST. LOUIS (**"City"**), a municipal corporation of the State of Missouri, and owner and operator of St. Louis Lambert International Airport, and Smarte Carte, Inc. (**"Concessionaire"**), a corporation organized and existing under the laws of the State of Minnesota, and qualified to do business in the State of Missouri, is an amendment to Concession Agreement AL-022 dated December 1, 2021 (the **"Agreement"**).

WITNESSETH THAT:

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

WHEREAS, the City and Concessionaire acknowledge that the City may embark on a multi-year airport complex redevelopment project which may temporarily impact certain Terminal 1 Premises; and

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 December 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 401 of the Agreement, entitled "Term,' is hereby deleted in its entirety and replaced with the following new Section 401:

"SECTION 401. TERM.

The Term of this 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: **December 1, 2026**

Expiration Date: **November 30, 2028**

Section 4.

Section 1503, entitled "FAA Non-Discrimination" is hereby deleted in its entirety and replaced with the following:

In all its activities within the scope of its airport program, Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

1. If the Concessionaire transfers its obligations to another, the transferee is obligated in the same manner as the Concessionaire.

2. The above provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the Airport remains obligated to the Federal Aviation Administration.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

A. During the performance of this Agreement, 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:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 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) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 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);

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (P.L. 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);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210, 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 Department of Transportation regulations at 49 CFR parts 37 and 38;

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

Compliance with Nondiscrimination Requirements:

B. During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire"), 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 Agreement.

2. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, 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 this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

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 Concessionaire's obligations under this Agreement 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 City 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 Concessionaire 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 Agreement, the City 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 this Agreement until the Concessionaire complies; and/or
    b. Cancelling, terminating, or suspending this Agreement, 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 City 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 City to enter into any litigation to protect the interests of the City. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

Section 5.

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.

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

Authorized by City Ordinance _____, approved _____, 20__

THE CITY OF ST. LOUIS, MISSOURI:

The foregoing First Amendment was approved by the Airport Commission at its meeting on the__ day of _____, 2026.

THE CITY OF ST. LOUIS BY:

_____
Director of Airports Date

APPROVED AS TO FORM ONLY BY:

_____
City Counselor Date

COUNTERSIGNED BY:

_____
Comptroller Date

ATTESTED TO BY:

_____
Register Date

The Board of Estimate and Apportionment approved the foregoing First Amendment in substance at its meeting on the ___day of _____, 2026.

_____
Secretary, Date
Board of Estimate & Apportionment

SMARTE CARTE, INC.

BY:_____

Title:_____

Date:_____

Tax ID Number: _____

BOARD BILL 93 AS AMENDED IN COMMITTEE
FISCAL NOTE

Preparer's Name Robert C. Salarano

Phone Number or Email Address (will be available publicly) rcsalarano@flystl.com

Bill Sponsor Alderman Shane Cohn

Bill Synopsis:	First Amendment to Airport Luggage Cart Concession Agreement
Type of Impact:	N/A Revenue Agreement
Agencies Affected:	Airport Authority

SECTION A
Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ____Yes ____X No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ____Yes ____X No
- A commitment of city funding in the future under certain specified conditions? ____Yes ____X No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ____Yes ____X No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ____Yes ____X No
- A capital improvement project that increases operating costs over the current adopted city budget? ____Yes ____X No
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ____Yes ____X No

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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures			
Additional Revenue			
Net			
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures			
Additional Revenue			
Net			

- 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? _____ .