

BOARD BILL NO. 15 INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG

1 An Ordinance recommended by the Board of Estimate and Apportionment authorizing and
2 directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter
3 into and execute on behalf of the City the "First Amendment To Lambert-St. Louis International
4 Airport® Parking Facilities Operating Agreement (Public Parking Facilities) (the "First
5 Amendment") to the Parking Facilities Operating Agreement AL-126 between the City and Central
6 Parking Systems of St. Louis, Inc., dated July 2, 2003, and authorized by City Ordinance No. 65882,
7 approved June 12, 2003 (the "Agreement"); the First Amendment to the Agreement, which is
8 attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's
9 Airport Commission, and its terms are more fully described in Section One of this Ordinance;
10 containing a severability clause; and containing an emergency clause.

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

12 **SECTION ONE.** The Director of Airports and the Comptroller of the City of St. Louis (the
13 "City") are hereby authorized and directed to enter into and execute on behalf of the City the "First
14 Amendment To Lambert-St. Louis International Airport® Parking Facilities Operating Agreement
15 (Public Parking Facilities)" (the "First Amendment") to the Parking Facilities Operating Agreement
16 AL-126 between the City and Central Parking Systems of St. Louis, Inc., dated July 2, 2003, and
17 authorized by City Ordinance No. 65882, approved June 12, 2003 (the "Agreement"); the First
18 Amendment to the Agreement was approved by the City's Airport Commission and is to read in
19 words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and
20 made a part hereof.

1 **SECTION TWO.** The sections, conditions, and provisions of this Ordinance or portions
2 thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof
3 is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining
4 sections, conditions, or provisions of this Ordinance.

5 **SECTION THREE.** This being an Ordinance for the preservation of public peace, health,
6 or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of
7 the City’s Charter and shall become effective immediately upon its approval by the Mayor of the
8 City.

ATTACHMENT “1”

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



CENTRAL PARKING SYSTEMS OF ST. LOUIS

PARKING FACILITIES OPERATING AGREEMENT FIRST AMENDMENT

AL-126

**FIRST AMENDMENT
TO
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
PARKING FACILITIES OPERATING AGREEMENT
(PUBLIC PARKING FACILITIES)**

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2008, by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("**City**"), and Central Parking Systems of St. Louis, Inc. ("**Operator**").

WITNESSETH THAT:

WHEREAS, City and Operator are parties to a Operating Agreement (AL-126) for Management and operation of public parking facilities dated July 2, 2003 ("**Agreement**") authorized by Ordinance 65882, approved June 12, 2003; and,

WHEREAS, the parties desire to revise certain terms of the Agreement.

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

SECTION ONE: The original term of the Agreement consists of three (3) years commencing on June 1, 2003 with two (2) one (1) year option years that City and Operator agreed to, exercised, and presently expires on May 31, 2008, unless sooner terminated in accordance with other provisions of the Agreement. It is hereby agreed that Section 301, Term and Section 302, Option Term of the Agreement are hereby deleted in their entirety and the following is substituted:

Section 301. Term. The term of this Agreement shall consist of five (5) years, and three (3) months unless sooner terminated in accordance with other provisions of this Agreement. The commencement and expiration dates for the Term of this Agreement are written below.

"Commencement Date" June 1, 2003

"Expiration Date" August 31, 2008

At the end of Contract Year five (5), May 31, 2008, City shall have the right to terminate this Agreement without cause or justification upon giving thirty-day written notice to the Operator.

SECTION TWO: All of the terms, covenants, warranties, and conditions of the Agreement not inconsistent with this First Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance _____, approved on _____.

OPERATOR

ATTEST

Title: _____

Title: _____

Date: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

The foregoing First Amendment to Agreement was approved by the Airport Commission at its meeting on _____, 2008.

Commission Chairman and Director of Airports

Date _____

The foregoing First Amendment was approved by the Board of Estimate and Apportionment at its meeting on _____, 2008.

Secretary, Board of Estimate and Apportionment

Date: _____

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor, City of St. Louis

Comptroller, City of St. Louis

Date _____

Date: _____

ATTESTED TO BY:

Register, City of St. Louis

Date: _____