



Agenda
Transportation & Commerce Committee
Meeting
St. Louis Board of Aldermen
Tuesday, December 16, 2025 - 9:00 AM
Kennedy Room

President Megan Green
Alderman Shane Cohn, Chair
Committee Members:
Alderman Thomas Oldenburg
Alderman Bret Narayan
Alderwoman Anne Schweitzer
Alderwoman Jami Cox Antwi

Order of Business

I. Call to Order

II. Roll Call

III. Approval of Minutes

Approval of the minutes from the Tuesday, November 25, 2025, committee meeting.

IV. Board Bills for Review

(The committee will discuss and take public comment on the following)

Board Bill Number 116

Introduced by Alderman Shane Cohn

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 117

Introduced by Alderman Shane Cohn

This Board Bill authorizes and directs the Director of Airports and Comptroller of the City to execute the “Second Amendment to Electronics Retail Concession Agreement” (AL-214). This Board Bill contains a severability clause.

Board Bill Number 118

Introduced by Alderman Shane Cohn

This Board Bill authorizes the transfer of \$13,727,769 from the Airport Debt Service Stabilization Fund to the Airport Revenue Fund to make funds available to mitigate rates

in Fiscal Year 2025-2026.

V. Resolutions for Review

None.

VI. Committee Discussions

None.

VII. Acknowledgment of Any Written Testimony

VIII. Announcements

IX. Excused Members

X. Adjournment



Minutes
Transportation & Commerce Regular Committee
Tuesday, November 25, 2025
9:00 AM
Kennedy Room

Minutes are preliminary and may change until finally approved

I. Call to Order

The Chair called the meeting to order at 9:03a.m.

II. Roll Call

The Chair directed the Associate Clerk to call the roll and the following members answered their names: Mr. Oldenburg, Mr. Narayan, Ms. Cox-Antwi, and Mr. Cohn. **4 members were present. A quorum was established.**

III. Approval of Minutes

Approval of the minutes from Tuesday, November 18, 2025, committee meeting.

The Chair stated they would entertain a motion to approve the minutes of the Tuesday, November 18, 2025, committee meeting.

Ms. Cox-Antwi moved to approve the minutes of the Tuesday, November 18, 2025, committee meeting.

Seconded by Mr. Oldenburg.

The Chair directed the Associate Clerk to call the roll.

The Associate Clerk called the roll and the following votes were recorded: The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Cox-Antwi, and Chair Cohn. **4 Ayes votes were cast.**

The following voted No:
None

The following abstained:
None

The following were present but did not vote:
None

A total of 4 votes were cast. The motion carried.

IV. Board Bills for Review

(The committee will discuss and take public comment on the following)

Board Bill Number 103

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 Second Amendment to the WiFi and Distributed Antenna System Operating Agreement (AL-263), originally authorized by Ordinance Number 69919, between the City and Concourse Communications Group, LLC; and containing a severability clause.

Chair Cohn recognized Rob Salarano, St. Louis Lambert Airport Properties Division Manager before the committee.

Mr. Salarano gave a brief description explaining the Wi-Fi and Distributed Antenna System Operating Agreement (AL-263) between the City and Concourse Communications Group, LLC.

After nothing further discussion from Mr. Salarano, the Chair opened the discussion up to members of the committee for questions and comments.

Hearing no questions or comments from members of the committee, the Chair entertained a motion to pass Board Bill Number 103 out of committee with a **Do Pass Recommendation**.

Mr. Narayan moved to pass Board Bill Number 103 out of committee with a **Do Pass Recommendation.**

Seconded by Ms. Cox-Anwi.

Mr. Narayan requested the previous roll.

Hearing no objection to the previous roll, the Chair stated that Board Bill Number 103 passed out of committee with a Do Pass Recommendation.

The Associate Clerk recorded the following votes from the previous roll:

The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Cox-Antwi, and Chair Cohn. **4 Aye votes were cast.**

The following voted No:

None

The following voted Present:

None

The following Abstained:

None

The following were present but did not vote:

None

A total of 4 votes were cast. The motion carried

V. Resolutions for Review

None

VI. Committee Discussions

None

VII. Acknowledgment of Any Written Testimony

None

VIII. Announcements

None

IX. Excused Members

The Chair excused Ms. Schweitzer for necessary absence.

X. Adjournment

Having no other business to discuss, the Chair entertained a motion to adjourn the Transportation and Commerce Committee meeting.

Mr. Narayan moved to adjourn the Transportation and Commerce Committee meeting.

Seconded by Ms. Cox-Antwi.

Mr. Oldenburg requested the previous roll.

Hearing no objection to the previous roll, Chair Cohn stated that the Transportation and Commerce Committee meeting was adjourned.

The Associate Clerk recorded the following votes from the previous roll:

The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Cox-Antwi, and Chair Cohn. **4 Aye votes were cast.**

The following voted No:

None

The following voted Present:

None

The following Abstained:

None

The following were present but did not vote:

None

A total of 4 votes were cast. The motion carried

The meeting adjourned at 9:09 a.m.

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.



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)

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 foregoing First Amendment was approved by the Airport Commission at its meeting on the ___ day of _____,

THE CITY OF ST. LOUIS BY:

Director of Airports _____ Date _____

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

City Counselor _____ Date _____

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 _____,

Secretary _____ Date _____
Board of Estimate & Apportionment

HG-ST. LOUIS JV

BY: _____

Title: _____

Date: _____

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.

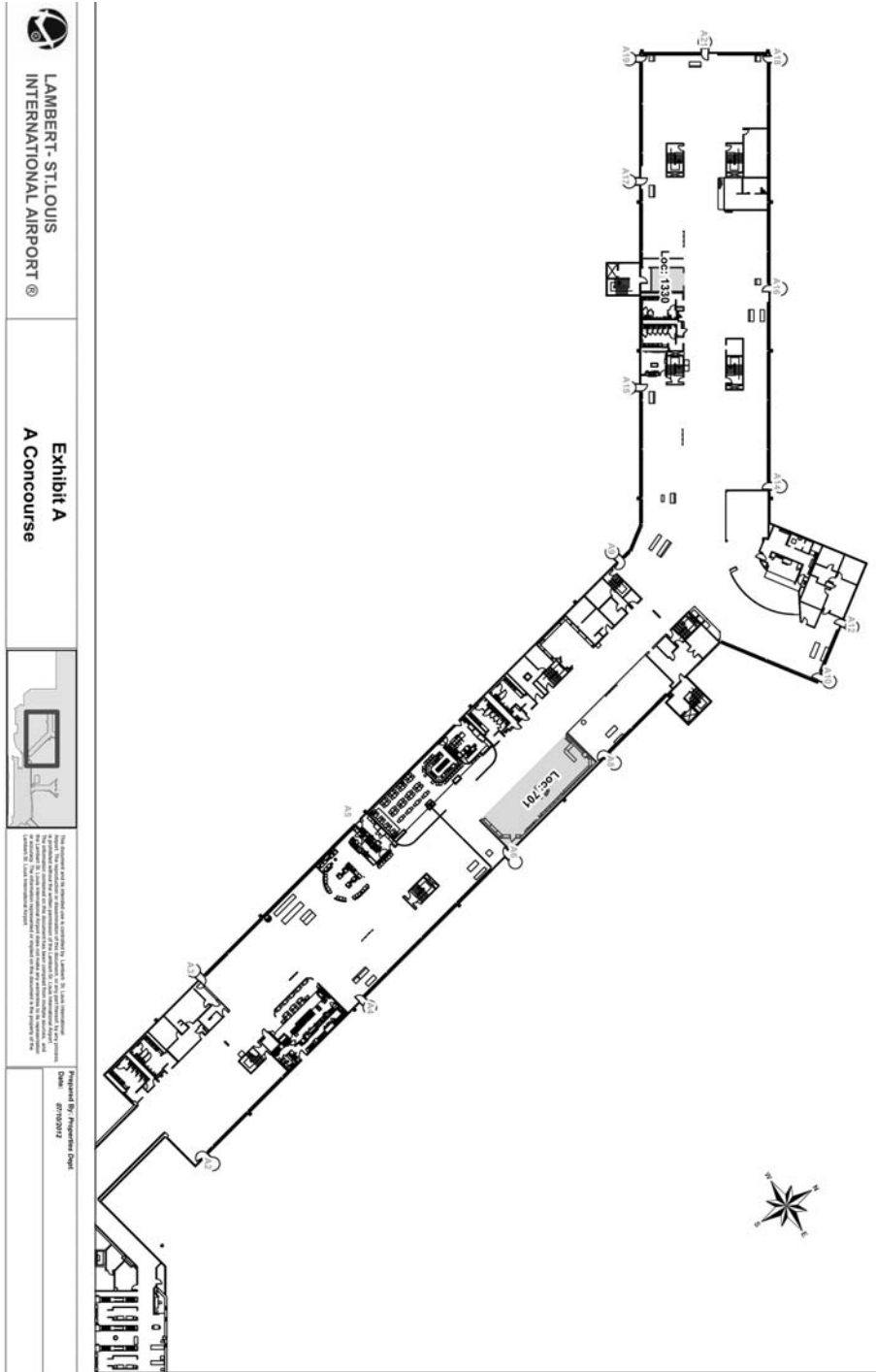
BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

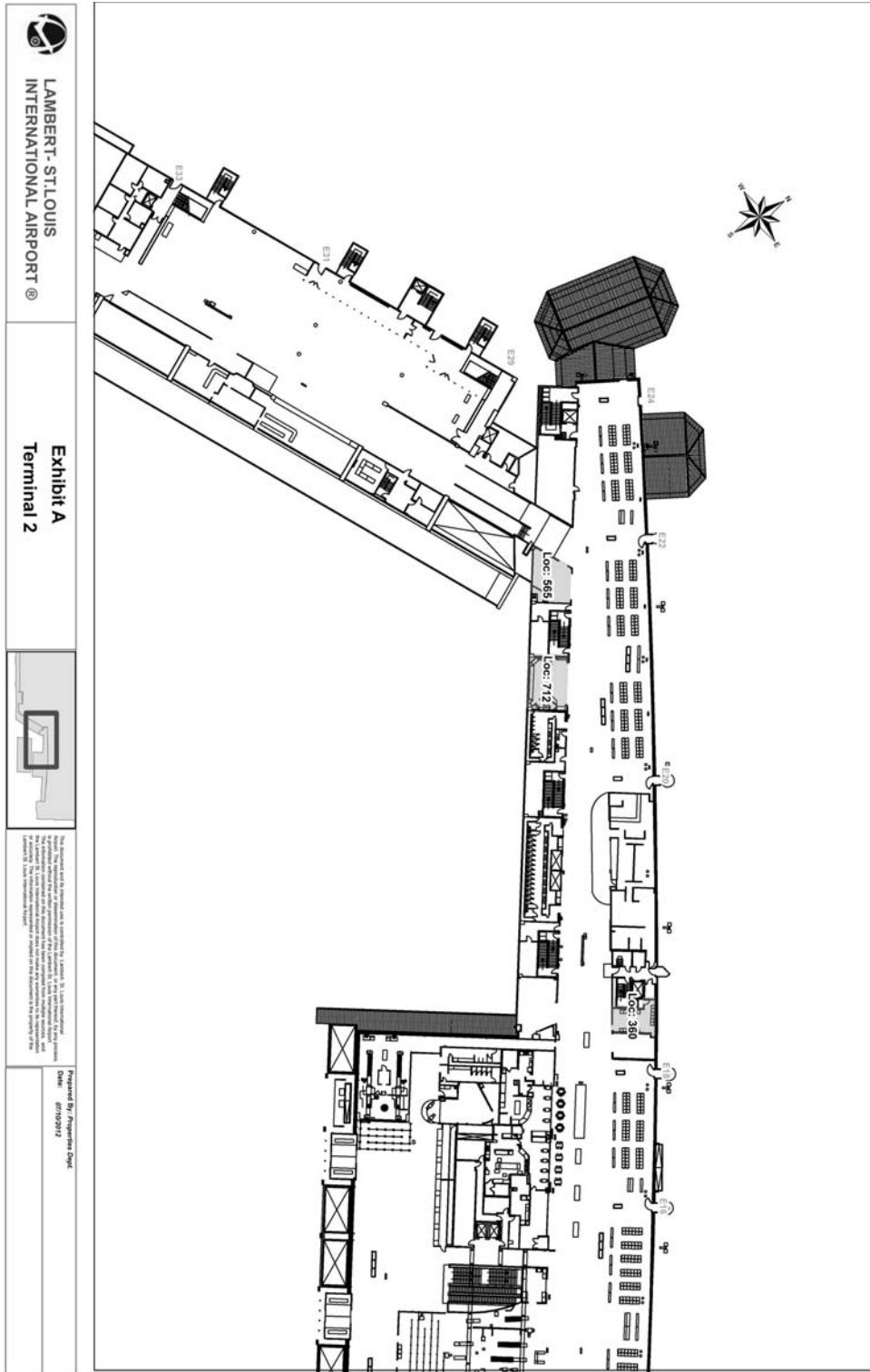
SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® ("Airport") News/Gift & Specialty Retail Concession Agreement AL-212 (the "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.

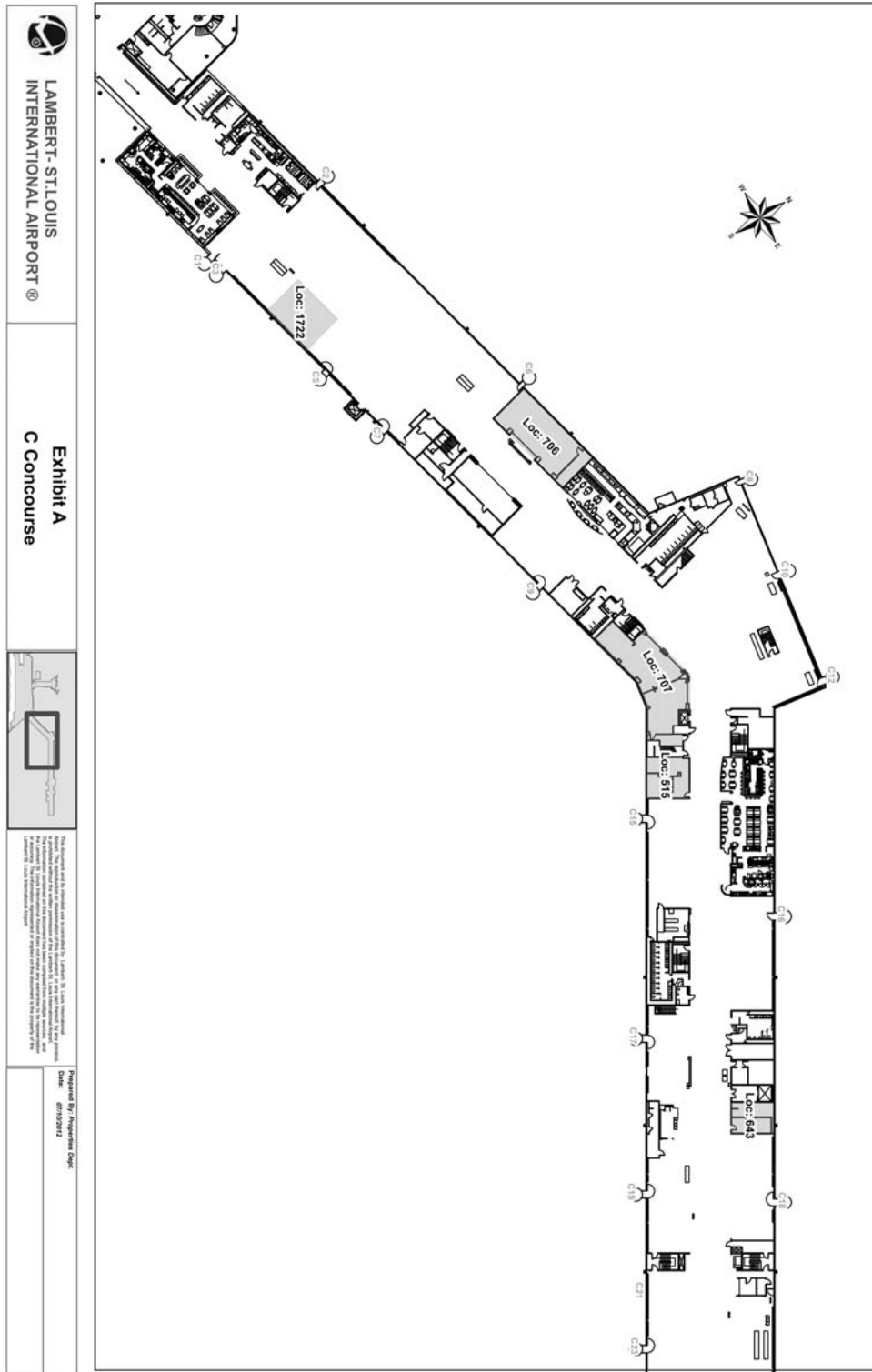
SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions 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.

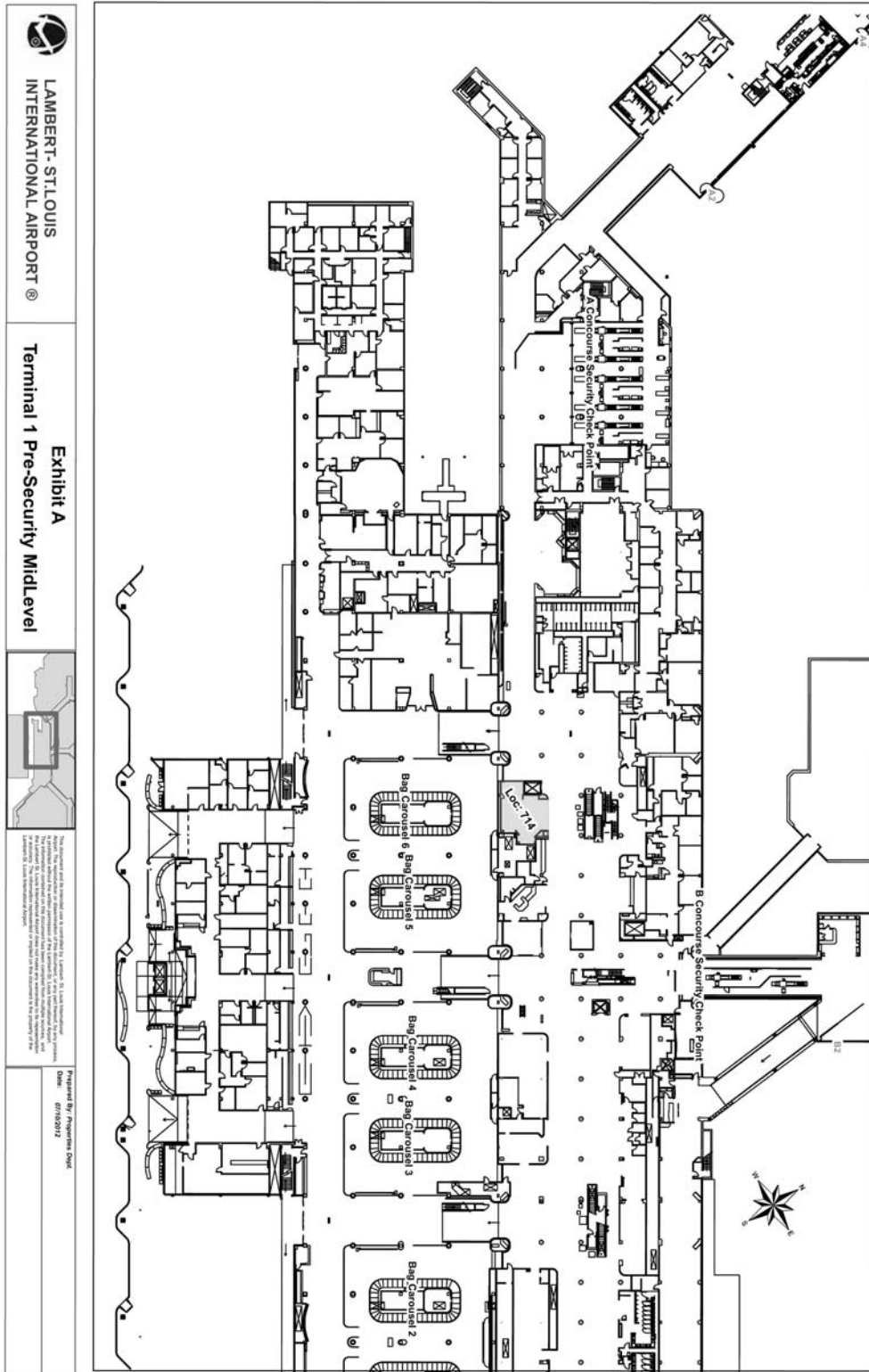
HG- St. Louis JV
NEWS/GIFT & SPECIALITY RETAIL
CONCESSION AGREEMENT
AL#-212
(Is on file in the Register's Office.)

Exhibit "A"
Premises
(to follow)











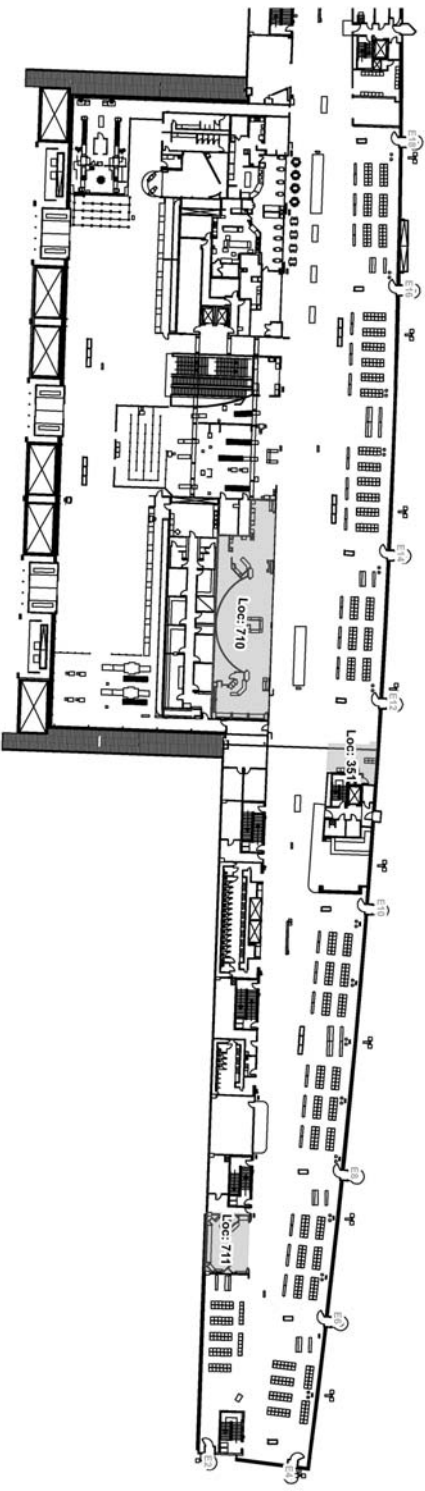

 LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT	Exhibit A Terminal 2		<small>This document is not to be construed as a contract. It is intended for informational purposes only. The design and construction of the project are subject to the approval of the Board of Directors of the Airport Authority. The design and construction of the project are subject to the approval of the Board of Directors of the Airport Authority. The design and construction of the project are subject to the approval of the Board of Directors of the Airport Authority.</small>
			
			
Prepared By: Frederick Lee, Esq. Date: 07/30/2012			

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

Summary
Board Bill Number 117
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 “Second Amendment to Electronics Retail Concession Agreement” (AL-214). This Board Bill contains a severability clause.

BOARD BILL NUMBER 117 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 Second Amendment to Electronics Retail Concession Agreement (AL-214),
5 authorized by Ordinance Numbers 70144 and 71579, between the City and HG-St. Louis JV, II; and
6 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 "Second
10 Amendment to Electronics Retail Concession Agreement (AL-214)," originally authorized by
11 Ordinance Number 71579, between the City and HG-St. Louis JV, II, 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 117
Exhibit A: Cover Page

EXHIBIT A

**“SECOND AMENDMENT TO ELECTORNICS RETAIL CONCESSION AGREEMENT
AL#-214”**

Board Bill Number 117
Exhibit A



HG-ST. LOUIS JV, II

SECOND AMENDMENT TO
ELECTRONICS RETAIL CONCESSION AGREEMENT

AL#-214

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
SECOND AMENDMENT TO CONCESSION AGREEMENT
ELECTRONICS RETAIL**

THIS SECOND 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, II (“**Concessionaire**”), a corporation organized and existing under the laws of the State of Missouri, is an amendment to Concession Agreement AL-214 dated December 21, 2015, as amended by the First Amendment dated March 24, 2023 (collectively, the “**Agreement**”).

WITNESSETH THAT:

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

WHEREAS, BY THIS Second 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 Second Amendment shall be February 1, 2026.

Section 2.

The parties hereto agree that the capitalized terms used in this Second 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 and C 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 A and C Concourse Premises 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 “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:	December 1, 2015
Expiration Date:	January 31, 2031”

Section 6.

Section 502.A of the Agreement, entitled “Concession Fees” is hereby amended by adding the following Minimum Annual Guarantee amounts for Contract Years Eight (11) through Fifteen (15):

<u>“Contract Year</u>	<u>MAG</u>
8	\$375,000
9	\$375,000
10	\$375,000
11	\$375,000
12	\$375,000
13	\$375,000
14	\$375,000
15	\$375,000 (pro-rated monthly)

Notwithstanding the foregoing, upon the effective date as set out in the ADP Notice for the permanent closure of the Concessionaire’s Premises located on the A Concourse, the Minimum Annual Guarantee shall be abated in its entirety.”

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.

Section 617 of the Agreement, entitled “Merchandise Limitations” is hereby amended to remove “Food or Drink of Any Kind” from the list of prohibited items.

Section 9.

Section 1503. FAA Non-Discrimination of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1503:

“SECTION 1503. 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 10.

All other terms, covenants and conditions of the Agreement, not inconsistent with this Second 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 NUMBER 70144

BOARD BILL NO. 198 INTRODUCED BY ALDERWOMAN LYDA KREWSON

1 An Ordinance recommended and approved by the Airport Commission and the Board of
2 Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller
3 for The City of St. Louis (the "City") to enter into and execute, on behalf of the City, the Lambert-St.
4 Louis International Airport® ("Airport") Electronics Retail Concession Agreement AL-214 (the
5 "Agreement"), between the City and HG-St. Louis JV II (the "Concessionaire"), granting to the
6 Concessionaire the non-exclusive right and privilege to operate and manage an Electronics Retail
7 Concession at the Airport, subject to and in accordance with the terms, covenants, warranties, and
8 conditions of the Agreement, which was awarded and approved by the Airport Commission and is
9 attached hereto as **ATTACHMENT "1"** and made a part hereof; and containing a severability
10 clause and 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 for The City of St.
13 Louis (the "City") are hereby authorized and directed to enter into and execute, on behalf of the City,
14 the Lambert-St. Louis International Airport ("Airport") Electronics Retail Concession Agreement
15 AL-214 (the "Agreement"), between the City and HG-St. Louis JV II (the "Concessionaire"),
16 granting to the Concessionaire the non-exclusive right and privilege to operate and manage an
17 Electronics Retail Concession at the Airport, subject to and in accordance with the terms, covenants,
18 warranties, and conditions of the Agreement, which was awarded and approved by the Airport
19 Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**,

10/16/2015
Page 1 of 2
BB# 198

Sponsor: Alderwoman Lyda Krewson

ORDINANCE NUMBER 70144

1 which is attached hereto and made a part hereof.

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

12 **SECTION THREE.** This being an ordinance for the preservation of public peace,
13 health, or safety, it is hereby declared to be an emergency measure as defined in Article IV,
14 Section 20 of the City Charter, and shall become effective immediately upon approval of the
15 Mayor of the City.

ORDINANCE 71579

BOARD BILL NUMBER 99 INTRODUCED BY ALDERMAN SHANE COHN

1 An Ordinance recommended and approved by the Board of Estimate and Apportionment
2 authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the
3 "City"), owner and operator of the St. Louis Lambert International Airport (the "Airport"), to enter
4 into and execute on behalf of the City the "First Amendment" to Concession Agreement AL-214
5 between the City and HG-ST. LOUIS JV, II dba "Tech On The Go" dated December 21, 2015,
6 ("Agreement"); containing a severability clause; and an emergency clause.

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

8 **SECTION ONE.** The Director of Airports and the Comptroller of the City of St. Louis (the
9 "City"), owner and operator of the St. Louis Lambert International Airport® (the "Airport"), are hereby
10 authorized and directed to enter into and execute on behalf of the City the "First Amendment" to
11 Concession Agreement AL-214 between the City and the HG-ST. LOUIS JV, II dated December 21,
12 2015, (" Agreement") as authorized by City Ordinance Number 70144 approved on November 17,
13 2015. The First Amendment was approved by the City's Airport Commission and is read in words
14 and figures substantially as set out in **ATTACHMENT "A"** which is attached hereto and made a
15 part hereof.

16 **SECTION TWO.** The sections or provisions of this Ordinance or portions thereof are
17 severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid
18 by a court of competent jurisdiction, such holding will not invalidate the remaining sections or
19 provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance

Page 1 of 2
Board Bill Number 99
Cohn
September 30, 2022

20 are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional
21 or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have
22 enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or
23 provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete
24 and incapable of being executed in accordance with the legislative intent.

25 **SECTION THREE.** This being an Ordinance for the preservation of public peace, health,
26 or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the
27 City's Charter and will become effective immediately upon its approval by the City's Mayor.



HG-ST. LOUIS JV, II

**FIRST AMENDMENT TO
ELECTRONICS RETAIL CONCESSION AGREEMENT**

AL#-214

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
FIRST AMENDMENT TO CONCESSION AGREEMENT
ELECTRONICS RETAIL**

THIS FIRST AMENDMENT, (“First Amendment”) made and entered into as of the ____ day of _____, 2022, 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, II d/b/a “Tech On The Go” (“Concessionaire”), a corporation organized and existing under the laws of the State of Missouri, is an amendment to Concession Agreement AL-214 (the “Agreement”) dated December 21, 2015.

WITNESSETH THAT:

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

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 November 30, 2022.

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 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: December 1, 2015

Expiration Date: January 31, 2026”

Section 4.

Section 502.A of the Agreement, entitled “Concession Fees” is hereby amended by adding the following Minimum Annual Guarantee amounts for Contract Years Eight (8) through Eleven_(11):

<u>“Contract Year</u>	<u>MAG</u>
8	\$375,000
9	\$375,000
10	\$375,000
11	\$375,000 (pro rated monthly)”

Section 5.

Section 503 of the Agreement entitled “Payment” is hereby deleted in its entirety and replaced with the following new Section 503:

“SECTION 503. PAYMENT. Concessionaire agrees to pay to the City the Concession Fees set out in Section 502 above in the form of both MAG Payments and Percentage Fee Payments as described below:

Concession Fee Payments. The Concession Fee payment shall be the greater of the “**MAG Payment**” (consisting of an amount equal to 1/12 of the MAG for the applicable Contract Year) or the “**Percentage Fee Payment**” (consisting of an amount equal to 12% as applied to the Gross Receipts for the previous month) and shall be due on or before the 20th day of the second month of the Term and each succeeding month during each Contract Year.”

Section 6.

Article V of the Agreement entitled “Fees and Rentals” is hereby amended by adding the following new Section 512:

“SECTION 512. MINIMUM ANNUAL GUARANTEE ABATEMENT. Notwithstanding the foregoing requirements of Sections 501, 502, 503, and 504 hereof, the obligation of the Concessionaire to pay the MAG Payment due for a calendar month, but not the obligation of Concessionaire to pay the Percentage Fee Payment as required by Section 502, will be abated to the extent provided herein upon a decline in the Airport’s enplaned passengers:

- a. Should the number of passengers enplaning on scheduled airline flights within the Airport during any given calendar month decline by thirty percent (30%) or more from the same calendar month of 2017 (an “**Abatement Triggering Event**”), the obligation of the Concessionaire to pay 1/12 of the MAG for that calendar month **only** shall be abated in the following five percent (5%) increments to reflect the decline in passenger enplanements:
 - 1) A decline in enplanements of at least thirty percent (30%) but less than thirty five percent (35%) will cause an abatement of 30% of that month’s MAG obligation;
 - 2) A decline in enplanements of at least thirty five percent (35%) but less than forty percent (40%) will cause an abatement of 35% of that month’s MAG obligation;

- 3) A decline in enplanements of at least forty percent (40%) but less than forty five percent (45%) will cause an abatement of 40% of that month's MAG obligation;
- 4) A decline in enplanements of at least forty five percent (45%) but less than fifty percent (50%) will cause an abatement of 45% of that month's MAG obligation; and
- 5) A decline in enplanements of at least fifty percent (50%) will cause an abatement of 50% of that month's MAG obligation. It being understood that in no event will the month's MAG obligation be abated by more than 50%.

An example of the Abatement of Minimum Annual Guarantee outlined in this Section 512, wherein the Airport enplaned the following passengers, and the total MAG Payment due from the Concessionaire is \$375,000:

May 2017 100,000 passengers

May 2023 70,000 passengers

For May 2023, the Concessionaire will be obligated to pay the greater of the reduced monthly MAG Payment of \$21,875 (the monthly MAG of \$31,250 reduced by 30% in response to the decline in enplanements) or the Percentage Fee Payment, which is due on July 20, 2023.

- b. Notwithstanding the foregoing, under no circumstances shall the monthly MAG payment due be reduced by any amount greater than fifty percent (50%).

An example of the Abatement of Minimum Annual Guarantee outlined in this Section 512, wherein the Airport enplaned forty-three percent (43%) fewer passengers than in the same calendar month of 2017, and the total MAG Payment due from the Concessionaire is \$375,000:

May 2017 100,000 passengers

May 2023 57,000 passengers

For May 2023, the Concessionaire will be obligated to pay the greater of the reduced monthly MAG Payment of \$18,750 (the monthly MAG Payment of \$31,250 reduced by 40% in response to the decline in enplanements and the Percentage Fee Payment, which is due on July 20, 2023.

An example of the Abatement of Minimum Annual Guarantee outlined in this Section 512, wherein the Airport enplaned 60% fewer passengers than the same calendar month of 2017, and the total MAG Payment due from the Concessionaire is \$375,000:

May 2017 100,000 passengers

May 2023 40,000 passengers

For May 2023, the Concessionaire will be obligated to pay the greater of the reduced monthly MAG Payment of \$15,625 (the monthly MAG of \$31,250 reduced by the maximum 50%) and the Percentage Fee Payment, which is due on July 20, 2023.

- c. Notwithstanding the foregoing, under no circumstances shall the monthly MAG payment due be reduced by any amount greater than fifty percent (50%).
- d. Concessionaire acknowledges, stipulates and agrees that nothing in an Abatement Triggering Event will be construed to relieve the obligation of the Concessionaire to pay the greater of the MAG Payment or the Percentage Fee Payment, which will be due on the 20th day of the second succeeding month and each month thereafter.”

Section 7.

Section 617 of the Agreement, entitled “Merchandise Limitations” is hereby amended to remove “Duty Free Items” from the list of prohibited items.

Section 8.

Section 703 of the Agreement, entitled “Mid-Term Reinvestment” is hereby deleted in its entirety and replaced with the following new Section 703:

“SECTION 703. MID-TERM REINVESTMENT. There shall be no mid-term reinvestment required hereunder. Rather, throughout the Term, Concessionaire shall keep the Premises in good, safe, clean and orderly condition, through repairs and maintenance as required.”

Section 9.

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? _____ .

Summary
Board Bill Number 118
Introduced by Alderman Shane Cohn
December 12, 2025

This Board Bill authorizes the transfer of \$13,727,769 from the Airport Debt Service Stabilization Fund to the Airport Revenue Fund to make funds available to mitigate rates in Fiscal Year 2025-2026.

BOARD BILL NUMBER 118 INTRODUCED BY ALDERMAN SHANE COHN

1 An Ordinance recommended and approved by the Airport Commission, the Comptroller,
2 and the Board of Estimate and Apportionment, making findings respecting the transfer of a
3 maximum of Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty Nine
4 Dollars (\$13,727,769) of excess moneys that The City of St. Louis (the “City”), the owner and
5 operator of St. Louis Lambert International Airport (the “Airport”), intends to transfer from the Debt
6 Service Stabilization Fund to the Airport Revenue Fund during fiscal year 2026, to mitigate rates on
7 an annual basis during the term of the Airport Use and Lease Agreement commencing July 1, 2016;
8 containing a severability clause.

9 **WHEREAS**, The City of St. Louis, Missouri (the “City”) is the owner of St. Louis Lambert
10 International Airport (the “Airport”), which is operated for the City by the City’s Airport Authority,
11 a department of the City;

12 **WHEREAS**, pursuant to Ordinance Number 70273, approved May 25, 2016, the City
13 entered into a five-year Airport Use and Lease Agreement with various airlines for the use of the
14 Airport commencing July 1, 2016 (the “AUA”);

15 **WHEREAS**, pursuant to Ordinance Number 71295, approved February 11, 2021, the City
16 and the airline signatories to the AUA entered into a First Amendment to the AUA, extending the
17 expiration date of the AUA by one (1) year, from June 30, 2021 to June 30, 2022, and providing a
18 one (1) year renewal option that, if exercised, will extend the expiration date of the AUA by an
19 additional year to June 30, 2023;

20 **WHEREAS**, pursuant to Ordinance Number 71577, approved November 23, 2022, the City

1 and the airline signatories to the AUA entered into a Second Amendment to the AUA, extending the
2 expiration date of the of the AUA by two (2) years, from June 30, 2023 to June 30, 2025;

3 **WHEREAS**, pursuant to Ordinance Number 71866, approved July 2, 2024, the City and the
4 airline signatories to the AUA entered into a Third Amendment to the AUA, extending the
5 expiration date of the AUA by two (2) years, from June 30, 2025 to June 30, 2027;

6 **WHEREAS**, implementation of the AUA, as amended, authorizes the City’s use of a
7 portion of the Debt Service Stabilization Fund (the “DSSF”) under the Lambert-St. Louis
8 International Airport Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as
9 Trustee, dated October 15, 1984, as amended and restated as of July 1, 2009, as amended and
10 supplemented (the “Indenture”), in order to mitigate rates on an annual basis during the term of the
11 AUA, as amended, and that, in each fiscal year in which the City determines to mitigate rates, the
12 City will withdraw an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven
13 Thousand Seven Hundred Sixty Nine Dollars (\$13,727,769) from the DSSF and deposit such
14 amount in the Airport Revenue Fund (the “Revenue Fund”), with the expectation that such amount
15 will, pursuant to the flow of funds specified in the Indenture, be re-deposited in the DSSF prior to
16 the end of such fiscal year;

17 **WHEREAS**, pursuant to Section 516.B of the Indenture, the City may withdraw and use
18 amounts on deposit in the DSSF for emergency debt service needs with respect to indebtedness
19 issued for Airport purposes and for Airport operational emergencies;

20 **WHEREAS**, the Airport Commission, the Comptroller and the Board of Estimate and
21 Apportionment have determined that the need to mitigate rates in connection with the AUA, as

1 amended, in order to maintain and enhance airline operating levels at the Airport constitutes an
2 Airport operating emergency within the meaning of Section 516.B(2) of the Indenture, that the
3 transfer of funds from the DSSF to the Revenue Fund as set forth herein is an appropriate and
4 desirable use of such funds and is essential for the operation of the Airport and that such use is
5 consistent with the requirements of the Indenture;

6 **WHEREAS**, there is a balance in excess of Thirteen Million Seven Hundred Twenty-Seven
7 Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769) available for transfer from the DSSF
8 into the Revenue Fund established in the Indenture;

9 **WHEREAS**, it is in the best interest of the City and the operation of the Airport to authorize
10 the transfer of funds from the DSSF into the Revenue Fund during the fiscal year beginning July 1,
11 2025, in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven
12 Hundred Sixty-Nine Dollars (\$13,727,769); and

13 **WHEREAS**, this Ordinance, authorizing the transfer of funds in an amount not to exceed
14 Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars
15 (\$13,727,769), as set out herein, is recommended and approved by the City’s Airport Commission,
16 the Comptroller, and Board of Estimate and Apportionment.

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

18 **SECTION ONE.** The Board of Aldermen for The City of St. Louis, Missouri (the “City”)
19 hereby adopts and incorporates herein the foregoing recitals as findings.

20 **SECTION TWO.** There is hereby authorized a transfer of funds during the fiscal year
21 beginning July 1, 2025, in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven

1 Thousand Seven Hundred Sixty-Nine Dollars (\$13,727,769) from the Airport Debt Service
2 Stabilization Fund into the Airport Revenue Fund in accordance with Section 516.B of the Lambert-
3 St. Louis International Airport Indenture of Trust between the City, as Grantor, and UMB Bank,
4 N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009, as
5 amended and supplemented, for the purpose of making funds available to mitigate rates on an
6 annual basis during the term of the City’s Airport Use and Lease Agreement commencing July 1,
7 2016.

8 **SECTION THREE.** It is hereby declared to be the intention of the Board of Aldermen that
9 each and every part, section, and subsection of this Ordinance will be separate and severable from
10 each and every other part, section, and subsection hereof and that the Board of Aldermen intends to
11 adopt each said part, section, and subsection separately and independently of any other part, section,
12 and subsection. In the event that any part, section, or subsection of this Ordinance will be
13 determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and
14 subsections shall be and remain in full force and effect, unless the court making such finding will
15 determine that the valid portions standing alone are incomplete and are incapable of being executed
16 in accordance with the legislative intent.

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:

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- If yes, then is there a similar existing program or administrative subdivision? ___ Yes ___ No

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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.

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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? _____ .