



October 8, 2026

Board of Estimate & Apportionment
City of St. Louis
c/o Mayor's Office
Room 200 - City Hall
St. Louis, MO 63103

Re: Board Bill
First Amendment to Lease Agreement for Springdale Parking Lot

Dear Honorable Board Members:

Attached herewith is one copy of the subject document, which we respectfully request be included on the Agenda of the next Board of Estimate and Apportionment meeting.

DESCRIPTION:

This Board Bill authorizes airport to the airport to execute the First Amendment to the Lease Agreement with Enterprise Leasing Co of STL, LLC for premises in St. Louis County.

This is accordance with the Lease Agreement made effective on July 25, 2017 pursuant to Ordinance 70547, approved in 2017.

The Airport Commission approved this agreement at its meeting October 7, 2026.

Your favorable review and consideration of the agreement is greatly appreciated.

Sincerely,



Gerald A. Beckmann, PE
Interim Director of Airports

Summary**Board Bill Number _____****Introduced by Alderman Shane Cohn****MONTH/DAY, 2026**

This Board Bill authorizes and directs the Director of Airports and Comptroller of the City to execute the "First Amendment to Lease Agreement" (AL-045). This Board Bill contains a severability clause.

BOARD BILL NUMBER_____ 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 Lease Agreement AL-045”, originally authorized by
5 Ordinance Number 70547, between the City and Enterprise Leasing Company of STL, LLC; 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 “First
10 Amendment to Lease Agreement AL-045”, originally authorized by Ordinance Number 70547,
11 between the City and Enterprise Leasing Company of STL, LLC, attached hereto as **Exhibit ‘A’** and
12 made a part hereof.

13 **SECTION TWO.** The sections or provisions of this Ordinance or portions thereof are
14 severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid
15 by a court of competent jurisdiction, such holding will not invalidate the remaining sections or
16 provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance
17 are so essentially and inseparably connected with, and so dependent upon, the illegal,
18 unconstitutional, or ineffective section or provision that it cannot be presumed that the Board of
19 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional,

1 or ineffective sections or provisions or unless the court finds that the valid sections or provisions,
2 standing alone, are incomplete and incapable of being executed in accordance with the legislative
3 intent.

BOARD BILL NUMBER _____ SPONSORED BY ALDERMAN SHANE COHN

ATTACHMENT 1

"FIRST AMENDMENT TO LEASE AGREEMENT AL#-045"



THE CITY OF ST. LOUIS

**FIRST AMENDMENT TO
LEASE AGREEMENT**

ENTERPRISE LEASINC COMPANY OF STL, LLC

NO. AL-045

ST LOUIS-LAMBERT INTERNATIONAL AIRPORT
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT, made and entered into as of the _____ day of _____, 2026, by and between The City of St. Louis, a municipal corporation of the State of Missouri, ("**Lessor**" or "**City**"), and Enterprise leasing Company of STL, LLC, a limited liability company registered in the state of Delaware; ("**Lessee**") is an amendment to the lease Agreement AL-045 (the "**Agreement**") dated June 25, 2017.

WITNESSETH THAT:

WHEREAS, the City and Lessee desire to amend the Lease 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 Lessee agree as follows:

SECTION 1. Article III, entitled "Term," is hereby deleted in its entirety and replaced with the following new Article III:

Section 301. **TERM.** The Term of this Agreement commences on July 01, 2017 (the "**Commencement Date**") and shall end on June 30, 2029 unless sooner terminated in accordance with other provisions of this Agreement.

The Lessee may terminate this Agreement without cause at any time by giving ninety (90) days Notice to the City with no liability to the Lessee and such termination will be deemed no fault cancellation.

Section 302. **HOLDING OVER.** If Lessee holds over after the expiration or early termination of this Agreement, the resulting tenancy will be for an indefinite period of time on a month-to-month basis, during which tenancy the parties to this Agreement must continue to adhere to all covenants, conditions and provisions of this Agreement. Notwithstanding the foregoing, Lessee shall pay the Rents then in effect during any holdover period. Acceptance by the City of payment of Rents or other fees or charges after expiration or early termination of this Agreement will be deemed to be payment on account, and will not operate to waive or modify any provision of this Section.

SECTION 2. Section 1203, entitled "FAA Non Discrimination," is hereby deleted in its entirety and replaced with the following new Section 1203:

SECTION 1203. FAA NON-DISCRIMINATION.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in 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.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") 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 U.S.C. § 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) including amendments thereto;
- 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);
- 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);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 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;
• 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:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (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 Contractor, with regard to the work performed by it during the contract, 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 Contractor 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 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor’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 Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A. The lessee 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 that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds 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.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

The lessee 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 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 lessee 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.

With respect to leases in the event of breach of any of the above Non-discrimination covenants, the City will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

Section 3.

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 assigned, have executed this First Amendment the day and year first above written.

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

THE CITY OF ST. LOUIS BY:

Commission Chairman
and Director of Airports

Date

ENTERPRISE LEASING COMPANY OF STL, LLC.

BY: _____

Title: _____

Date: _____

BOARD BILL 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:	Airport Parking Lot Lease
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 ___ ☒ No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ___ Yes ___ ☒ No
- A commitment of city funding in the future under certain specified conditions? ___ Yes ___ ☒ 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 ___ ☒ No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ___ Yes ___ ☒ No
- A capital improvement project that increases operating costs over the current adopted city budget? ___ Yes ___ ☒ 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 ___ ☒ 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	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures			
Additional Revenue			
Net			

Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
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

o If yes, by whom? _____