

1 BY AUTHORITY

2 ORDINANCE NO. _____
3 SERIES OF 2012

COUNCIL BILL NO. CB12-0398
COMMITTEE OF REFERENCE:
4 BUSINESS, WORKFORCE & SUSTAINABILITY

5 A BILL

6 For an ordinance approving a proposed Ninth Amendment to Agreement between the
7 City and County of Denver and Denver Air Ventures, concerning a concession at Denver
8 International Airport.

9
10 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The proposed Ninth Amendment to Agreement between the City and County of
12 Denver and Denver Air Ventures (AC37005) in the words and figures contained and set forth in
13 that form of the Agreement available in the office and on the web page of City Council, and to be
14 filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver,
15 under City Clerk's Filing No. 1993-0181-I is hereby approved.

16 COMMITTEE APPROVAL DATE: May 24, 2012

17 MAYOR-COUNCIL DATE: May 29, 2012

18 PASSED BY THE COUNCIL _____ 2012

19 _____ - PRESIDENT

20 APPROVED: _____ - MAYOR _____ 2012

21 ATTEST: _____ - CLERK AND RECORDER,
22 EX-OFFICIO CLERK OF THE
23 CITY AND COUNTY OF DENVER

24 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2012 _____ 2012

25 PREPARED BY: Debra Overn,  Assistant City Attorney DATE: May 31, 2012

26 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
27 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
28 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
29 of the Charter.

30
31 Douglas J. Friednash, City Attorney for the City and County of Denver

32 BY: _____, Assistant City Attorney Date: May 31, 2012

NINTH AMENDMENT TO AGREEMENT

THIS NINTH AMENDMENT TO AGREEMENT is made and entered into as of the date stated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the "City"), and **DENVER AIR VENTURES**, a general partnership d/b/a **Hudson Booksellers**, formed by the following joint venturers: **Airport Management Services, LLC**, a Delaware limited liability company; **Concourse Ventures, Inc.**, a Louisiana corporation; and **Odd Tale Books, LLC**, a Colorado limited liability company (the joint venturers are collectively called "Concessionaire"). **Denver Air Ventures** was formed for the stated purpose of operating at Denver International Airport and the joint venture agreement provides that the venture is to be governed according to the laws of the State of Colorado.

WITNESSETH:

WHEREAS, the Parties hereto entered into an agreement (AC-37005) dated April 14, 1993, which together with eight prior amendments to the agreement is hereafter referred to as the "Existing Agreement," for the operation of a concession at Denver International Airport ("DIA"); and

WHEREAS, a contract for a different concession to lease the space currently occupied by Concessionaire has been delayed; and

WHEREAS, the City finds it to be in its best interest to have Concessionaire remain in the Concession Space to continue to serve the traveling public during the negotiation of and City Council approval process for the new concession; and

WHEREAS, the Parties have agreed to waive the additional fee associated with holding over under the Existing Agreement;

NOW, THEREFORE, for the foregoing reasons and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree to amend the Existing Agreement as follows:

1. Section 4.03, Holding Over, of the Existing Agreement hereby is amended by deleting it entirely and substituting therefore, the following:

4.03 HOLDING OVER

The parties agree that nothing herein shall be construed to give Concessionaire the right to hold over at any time, and the City (after expiration or termination of this Agreement), as the case may be, may exercise any and all remedies at law or in equity to recover possession of the Concession Space, as well as any damages incurred by City on account of such holding over.

However, for the foregoing reasons, Concessionaire has been given permission to holdover after the expiration of this Agreement. Concessionaire's occupancy shall be deemed by the City to be a month-to-month holdover tenancy, at a monthly rental, payable in advance,

equal to the monthly Compensation provided in Section 5 herein, and Concessionaire shall remain bound by all terms, conditions, covenants, and agreements hereof. Concessionaire and the City agree that the tenancy shall be may be terminated at any time by thirty (30) days prior written notice from either Party to the other, or such shorter time as may be agreed upon by the Parties.

2. Except as modified or revised herein, all terms, conditions, covenants and provisions of the Existing Agreement shall remain in full force and effect as if fully set forth herein and the Existing Agreement hereby is revived, confirmed, and ratified in all respects.

3. This Ninth Amendment to Agreement is expressly subject to and shall not be or become effective or binding on the City until fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-AC37005-09

Contractor Name: Denver Air Ventures

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



IN WITNESS WHEREOF, the parties hereunto set their hands and affixed their seals at Denver, Colorado as of the day on the City's signature page.

Contract Control Number: AC37005-09

Concession Name: DENVER AIR VENTURES, a general partnership
d/b/a Hudson Booksellers, formed by the following
partners:

Airport Management Services, LLC

By: [Signature]

Name: BRIAN D. QUINN
(please print)

Title: Executive Vice President of Operations
(please print)

Concourse Ventures, Inc.

By: _____

Name: _____
(please print)

Title: _____
(please print)

Odd Tale Books, LLC

By: _____

Name: _____
(please print)

Title: _____
(please print)



IN WITNESS WHEREOF, the parties hereunto set their hands and affixed their seals at Denver, Colorado as of the day on the City's signature page.

Contract Control Number: AC37005-09

Concession Name: DENVER AIR VENTURES, a general partnership
d/b/a Hudson Booksellers, formed by the following
partners:

Airport Management Services, LLC

By: _____

Name: _____
(please print)

Title: _____
(please print)

Concourse Ventures, Inc.

By: _____

Name: _____
(please print)

Title: _____
(please print)

Odd Tale Books, LLC

By: Dawn P. Bookhardt

Name: Dawn P. Bookhardt
(please print)

Title: Managing Member
(please print)



IN WITNESS WHEREOF, the parties hereunto set their hands and affixed their seals at Denver, Colorado as of the day on the City's signature page.

Contract Control Number: AC37005-09

Concession Name: DENVER AIR VENTURES, a general partnership
d/b/a Hudson Booksellers, formed by the following
partners:

Airport Management Services, LLC

By: _____

Name: _____
(please print)

Title: _____
(please print)

Concourse Ventures, Inc.

By: Dale Mason Cochran

Name: Dale Mason Cochran
(please print)

Title: President
(please print)

Odd Tale Books, LLC

By: _____

Name: _____
(please print)

Title: _____
(please print)

