

1 AMENDMENT TWO

2
3 AUTOMOBILE PARKING CONCESSION AGREEMENT
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6 THIS AMENDMENT TWO is made and entered into by and between the City of
7 Billings, Montana (City) and SP Plus Corporation f/k/a Standard Parking Corporation
8 (Concessionaire). Together, City and Concessionaire will be referred to as the "Parties."
9

10 W I T N E S S E T H

11 WHEREAS, the Parties previously entered into a certain Automobile Parking
12 Concession Agreement dated December 19, 2011, for the purpose of providing paid parking at the
13 Billings Logan International Airport for a term commencing on the 1st day of January 2012 and
14 terminating on the 31st day of December 2016, and
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16 WHEREAS, during 2015, the City finished construction on a third paid parking lot,
17 adding over 200 parking stalls to the inventory for the Concessionaire's use, reducing the need for
18 the use of the free overflow parking area, and

19 WHEREAS, Concessionaire agreed to supply approximately \$224,000 worth of
20 additional parking control equipment to the 2015 additional parking facility and to
21 provide/upgrade the entry device equipment to both existing parking lots, commonly known as
22 Short Term and Long Term parking, to reduce the City's construction costs in exchange for
23 extending the term of the Automobile Parking Concession Agreement from December 31, 2016 to
24 December 31, 2021, and
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1 WHEREAS, Amendment One authorizing the additional and upgraded equipment,
2 extending the term, and adjusting the parking rates was approved by the City Council on April 27,
3 2015, and

4 WHEREAS, the City has since added two airlines providing air service from
5 Billings Logan International Airport, resulting in additional flights and once again requiring the
6 use of the free overflow parking are for additional parking needs, and

7 WHEREAS, Concessionaire has agreed to supply approximately \$135,000 worth of
8 additional parking control equipment to the parking facility to outfit the north free overflow lot
9 with parking control equipment and to upgrade existing parking control software to reduce the
10 City's construction costs in exchange for extending the term of the Automobile Parking
11 Concession Agreement from December 31, 2021 to December 31, 2024, and

12 WHEREAS, the Parties also believe the fees and charges the Concessionaire pays
13 to the City each year should be modified beginning January 1, 2022.

14 NOW, THEREFORE, in consideration of the mutual promises contained in this
15 Amendment Two, the Parties hereby agree as follows:

16 A. Extension of Term. ARTICLE II, TERM OF AGREEMENT, shall be
17 amended so that the Agreement shall end at 11:59 p.m. local time, December 31, 2024.

18 B. Exhibit A. ARTICLE III, PREMISES AND FACILITIES, shall be
19 amended to revise and update Exhibit A, attached and made a part hereof.

20 C. Amendment to Fees and Charges. ARTICLE IV, FEES AND CHARGES,
21 Paragraph 1., shall be replaced in its entirety with the following new Paragraph 1.:

1 Notwithstanding the "Revenue Sharing" provided by the allocation of
2 revenues pursuant to the above percentage of Gross Receipts formula, Concessionaire
3 guarantees the City the greater of either:

4 A. The above percentage Gross Receipts formula, or

5 B. A minimum annual guarantee equal to \$1,400,000 for Contract Year One;

6 A minimum annual guarantee equal to \$1,400,000 for Contract Year Two;

7 A minimum annual guarantee equal to \$2,015,000 for Contract Year Three;

8 A minimum annual guarantee equal to \$2,342,500 for Contract
9 Years Four and Five;

10 A minimum annual guarantee equal to \$2,100,000 for Contract
11 Years Six through Ten;

12 A minimum annual guarantee equal to \$2,100,000 for Contract
13 Years Eleven through Thirteen;

14 The minimum annual guarantee (MAG) is only applicable in the Contract
15 Years in which the annual enplaned passenger numbers exceed 360,000. The annual
16 enplaned passenger number will be calculated by the City using the information provided
17 by the air carriers for all enplaned passengers during each Contract Year."
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19 D. Amendment to Equipment. ARTICLE IX, PARKING CONTROL
20 EQUIPMENT, Paragraph 3., shall be replaced in its entirety with the following new Paragraph 3.:

21 "3. Concessionaire agrees to replace/update the existing parking control
22 equipment with new equipment during the first Contract Year. During the Spring of 2015,
23 Concessionaire agrees to provide the additional equipment to operate the added parking
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1 lot, designated as "Express Parking Lot," providing an estimated 200 additional parking
2 stalls to Concessionaire's parking inventory. Additionally, Concessionaire agrees to
3 provide/upgrade the entry device equipment to both existing parking lots, commonly
4 known as Short Term and Long Term parking. During 2019, Concessionaire agrees to
5 provide the additional equipment to operate the added parking lot, designated as "North
6 Overflow Lot," providing an estimated 223 additional parking stalls to Concessionaire's
7 parking inventory and to update the existing parking control software. The inventory of
8 equipment specifications and software updates added during the Term of the Agreement
9 are described in Exhibit C, C-1, and C-2 attached and made a part hereof. All parking
10 control equipment in place at the end of the term of this Agreement or any extension
11 thereof shall remain in place and become the property of the City. The cost of the original
12 replacement parking control equipment at the beginning of the Agreement term as set forth
13 in said Exhibit C is estimated to be \$130,748. The cost of the new parking control
14 equipment for the third parking lot installed during 2015 is estimated to be \$224,000. The
15 cost of the new parking control equipment for the North Overflow Lot and software update
16 installed during 2019 is estimated to be \$135,000. Said costs of the 2015 and 2019
17 equipment shall be amortized on a straight line basis over the remaining term of the
18 Agreement. If this Agreement should be terminated for any reason prior to expiration of
19 the term, then the unamortized cost of such equipment as of the date of such early
20 termination shall be paid by the City to the Concessionaire. Alternatively, in the event the
21 Air Cargo Providers need to expand operations in this area, the City may pay the cost to
22 relocate the 2019 equipment in the North Overflow Lot to the South Overflow Lot.
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1 Payment shall be due within thirty (30) business days of the City's receipt of
2 Concessionaire's statement of such cost, which statement shall be supported by
3 commercially reasonable documentation. Upon receipt of such payment, title to the
4 equipment shall be transferred to the City."

5
6 E. Amendment to Parking Rates. ARTICLE X, SCHEDULE OF PARKING
7 RATES, Paragraph 1., shall be replaced in its entirety with the following new Paragraph 1.:

8 "1. The Concessionaire shall place in effect the following schedule of parking
9 rates upon commencement of this Agreement.

<u>Short Term Parking Lot</u>	<u>Years 1-3</u>	<u>Years 4-13</u>
0-1/2 Hour	\$ 1.75	\$ 2.00
Each Additional 1/2 Hour	\$ 1.25	\$ 1.50
Maximum Each 24 Hours	\$14.00	\$15.00

<u>Express Parking Lot</u>	<u>Years 1-3</u>	<u>Years 4-13</u>
0-1/2 Hour		\$ 2.00
Each Additional 1/2 Hour		\$ 1.50
Maximum Each 24 Hours		\$11.00

<u>Long Term Parking Lot</u>	<u>Years 1-3</u>	<u>Years 4-13</u>
0-1 Hour	\$ 2.25	\$ 2.50
Each Additional 1/2 Hour	\$ 1.25	\$ 1.50
Maximum Each 24 Hours	\$ 8.50	\$ 9.00

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<u>North Overflow Lot</u>	<u>Years 1-7</u>	<u>Years 8-13</u>
0-1 Hour		\$ 2.50
Each Additional 1/2 Hour		\$ 1.50
Maximum Each 24 Hours		\$ 9.00

Parking patrons who exit any lot within the first ten (10) minutes after entering the lot shall be allowed to exit without a charge."

FURTHER, other than as expressly amended above, all other terms and conditions of the Concession Agreement by and between the Parties are hereby ratified, confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day of _____ 20__.

ATTEST:

BY _____
CITY CLERK

CITY OF BILLINGS

BY _____
MAYOR

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

SP PLUS CORPORATION

BY _____
JASON FINCH
SR. VICE PRESIDENT

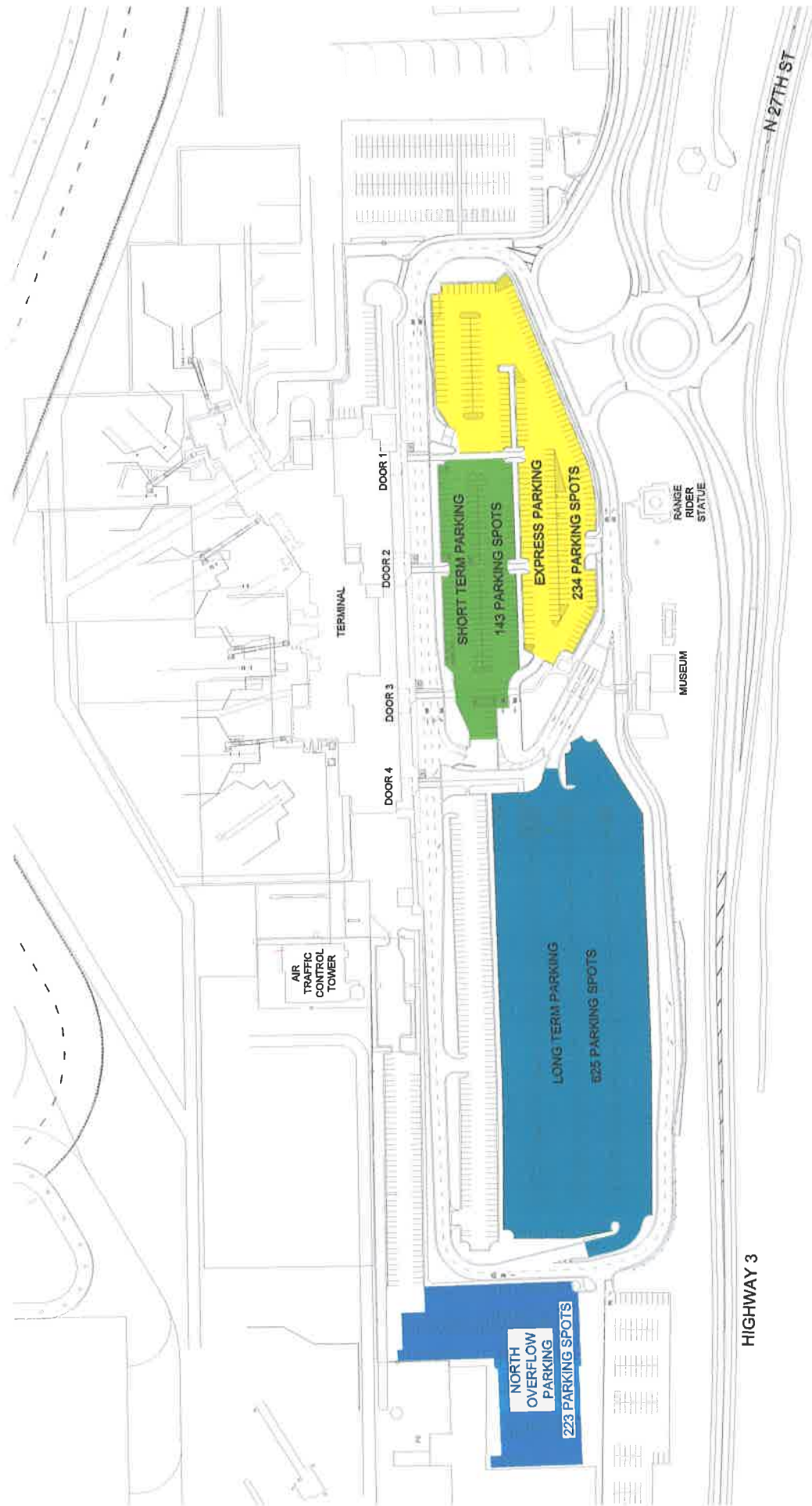


EXHIBIT A

REVISED AUGUST 2019

EXHIBIT C

REPLACEMENT PARKING CONTROL EQUIPMENT REQUIREMENTS

The Replacement Parking Control Equipment shall provide for a CISP Upgrade with Expressparc and must meet the following minimum requirements:

QUANTITY	ITEM DESCRIPTION
1	Windows Sequel Server – 2008 Operating System (Dell PowerEdge 310)
1	Keyboard, mouse, monitor
1	Windows Server – 2008 Operating System (Dell PowerEdge 310)
1	KVM switch to allow switching between servers
1	AMI build 18 software package (including revenue, counts, debit access and credit card suite for Expressparc)
3	AGP-5210.A789 Fee Computer with Credit Card
1	AMG 4570.A862 Expressparc device
SPARE PARTS BELOW	
1	AGP-5210.A789 Fee Computer with Credit Card
1	AGP-1710 Complete Gate Operator with Detector
1	AMG.2070.A583 Dispenser

Equipment replacement must also include:

- Power to all entry and exit locations and booths
- All equipment designated above and full installation of such to be fully operational
- One-year warranty on parts
- Three-year warranty on server hardware
- Freight charges

EXHIBIT C-1

DGM Systems

14208 NW 3rd Court, Suite 200

Vancouver, WA 98685

Vancouver, WA 98685-3759

Fax 360-574-9325

www.parkingzone.com

OR CCB#122510

Quotation

Date	Quote #
4/10/2015	DGMEST448

Attention:
Standard Parking Billings Logan Airport 1901 Terminal Circle Billings, MT 59105

Requested By:	REF;
Dave Hellerud	Amano Entry Equipment

Description	QTY	Rate	Total
Existing Entry Lane Equipment Upgrades			
AMG-2570 Ticket/CC entry station	4	13,850.00	55,400.00
AMG.1750.A850	4	2,890.00	11,560.00
AL12 Gate arm	4	127.50	510.00
Misc. lane interface hardware, wire and mounting supplies	4	825.00	3,300.00
Service labor to install, test, training and One Year Warranty	1	3,840.00	3,840.00
Freight for all components above not to exceed	1	1,350.00	1,350.00
Daily Parking Lot Modification			
AMG.1750.A850	4	2,890.00	11,560.00
AL12 Gate arm	4	127.50	510.00
AMG-2570/A856 Entry station with access and CC and Flex.	2	13,855.00	27,710.00
AMG.4570/A922 (Flex Scan) W/ COMMEND INTERCOMS	2	14,950.00	29,900.00
AMT-590 FLEXSCAN AND PROX READER KIT	4	3,315.00	13,260.00
COMMEND SERVER WITH PERIPHERALS	1	9,504.00	9,504.00
PMC4840, Proximity Cards	100	5.00	500.00
COMMEND DOOR STATION FOR PLAZA X/P	1	650.00	650.00
SP+ C&P INTERFACE	1	3,400.00	3,400.00
O-0100/1100-000 Universal Lane Controller	4	2,295.00	9,180.00
I/O Count, count module reconfiguration	1	3,000.00	3,000.00
Preformed Loops	1	2,000.00	2,000.00
Interface supplies, Digi Port converters	1	2,600.00	2,600.00
Service Installation support, warranty and travel	1	18,960.00	18,960.00
YSE installation support	1	3,100.00	3,100.00
DGM/AMI NowCare Agreement for 2015	1	10,005.00	10,005.00
Freight for all lot modification items	1	2,100.00	2,100.00
Please note that all required civil work is the responsibility of Owner as previously noted on 3/30/2015 Quote.			

Please call if you have any questions or concerns: 503-519-6509 mikeh@parkingzone.com.
Amounts 30 days past due are subject to a finance charge of 1.5% per month on the unpaid balance. We shall be entitled to recover costs in enforcing collection, including but not limited to reasonable attorney fees.

Subtotal	\$223,899.00
Sales Tax (0.0%)	\$0.00
Total	\$223,899.00

Signature _____ Date: _____

EXHIBIT C-2

DGM Systems

14208 NW 3rd Court, Suite 200
 Vancouver, WA 98685
 P: 503-224-7275
 F: 360-574-9325
 www.parkingzone.com



Quotation

Date	Quote #
4/8/2019	DGMEST827

OR CCB#122510

Attention:
Standard Parking Billings Logan Airport 1901 Terminal Circle Billings, MT 59105

Requested By:
Myra Williams

REF:
BIL overflow

Description	QTY	Rate	Total
Per Myra, update and adjust quote #608 which was originally quote #519 for automated overflow lot. Updated pricing from YES and current Freight pricing adjusted on 4/8/2019.			
AMG.1750.A850 with AL12 strait arm	2	2,700.00	5,400.00
AMG-2070/A853 ENTRY STATION	1	10,250.00	10,250.00
AMG-4570/A862 Exit Station, L/R, Mag, CC	1	13,840.00	13,840.00
AL12 Gate arm	2	125.00	250.00
HDF FILE CONFIG O-0100/CONFIG, add new lot to existing site for individual counts.	1	1,500.00	1,500.00
O-0100/1100-000 Universal Lane Controller	2	2,160.00	4,320.00
Commend intercom door stations	2	775.00	1,550.00
Commend license and card to add 2 door stations to existing GE-300 server in office.	1	818.00	818.00
C-G3-IP-4B, CONNECTION 4 IP SUBSCRIBERS FEATURE LEVEL B			
Wireless component for all devices for relay to parking office server.	1	3,875.00	3,875.00
P-NL08-18, SAW CUT LOOP _2 x 6 WITH 20 FOOT LEAD	4	88.00	352.00
Loop sealant	4	20.00	80.00
DGM labor, support, warranty, travel and expenses	1	8,350.00	8,350.00
Freight not to exceed	1	1,406.50	1,406.50
Yellowstone Electric to provide and install a new electrical service to islands, data conduit, traffic loops, concrete islands with protective pipe bollards.	1	58,863.00	58,863.00
Excludes Power Company requirements such as new meter and concrete pad, this will need to be coordinated with Airport Admin			

Please call if you have any questions or concerns: 503-519-6509 mikeh@parkingzone.com. Quote is valid for 90 days. Amounts 30 days past due are subject to a finance charge of 1.5% per month on the unpaid balance. We shall be entitled to recover costs in enforcing collection, including but not limited to reasonable attorney fees.

Subtotal \$110,854.50

Sales Tax (0.0%) \$0.00

Total \$110,854.50

Signature _____ Date: _____

EXHIBIT C-2

DGM Systems

14208 NW 3rd Court, Suite 200
 Vancouver, WA 98685
 P: 503-224-7275
 F: 360-574-9325
 www.parkingzone.com



Quotation

Date	Quote #
8/5/2019	DGMEST908

OR CCB#122510

Attention:
Standard Parking Billings Logan Airport 1901 Terminal Circle Billings, MT 59105

Location:
Billings Airport

Requested By:
Jodie

REF:
SERVER UPGRADE

Description	QTY	Rate	Total
Jodi, below is a turn-key upgrade to replace the sever set and Amano software to the latest build available for Amano mag stripe.			
P/N APS9010 Build 18 to Build 19 Software Upgrade	1	7,950.00	7,950.00
HP Server Set with all required peripherals, fully configured and hardened.	1	10,800.00	10,800.00
Misc. supplies for job	1	225.00	225.00
Service labor and travel expenses for Two Employees on-site. The Second Technician will perform P/M's on every lane.	1	5,220.00	5,220.00

Please call if you have any questions or concerns: 503-519-6509 mikeh@parkingzone.com. Quote is valid for 90 days. Amounts 30 days past due are subject to a finance charge of 1.5% per month on the unpaid balance. We shall be entitled to recover costs in enforcing collection, including but not limited to reasonable attorney fees.	Subtotal	\$24,195.00
	Sales Tax (0.0%)	\$0.00
	Total	\$24,195.00

Signature _____ Date: _____