

Summary
Board Bill Number 131
Introduced by Alderwoman Jami Cox Antwi
January 30, 2026

An ordinance providing for the execution and delivery of an Amendment to Cooperation Agreement by and among the City of St. Louis, Gateway Foundation, and Terrace View Inc., amending a Cooperation Agreement with regard to the Urban Garden within the Gateway Mall, and containing an Emergency Clause.

BOARD BILL NUMBER 131 INTRODUCED BY ALDERWOMAN JAMI COX ANTWI

1 An ordinance providing for the execution and delivery of a First Amendment (the “Amendment”),
2 substantially in the form attached hereto as **Exhibit A**, by and among the City of St. Louis (the
3 “City”), Gateway Foundation, a non-for-profit trust organized under the laws of the State of
4 Missouri (the “Foundation”), and Terrace View, Inc., a Missouri corporation (“Terrace View”),
5 amending the Cooperation Agreement dated August 28, 2007, by and between the City and the
6 Foundation (the “Cooperation Agreement”), and containing an Emergency Clause.

7 **WHEREAS**, Ordinance 67591 authorized the City to enter into the Cooperation
8 Agreement with the Foundation, pursuant to which the City and the Foundation undertook certain
9 obligations with respect to the improvement of a two-block portion of the Gateway Mall known
10 as the Urban Garden; and

11 **WHEREAS**, pursuant to the Cooperation Agreement, the City, the Foundation, and
12 Terrace View entered into that certain Agreement to Provide Food and Beverage Services dated
13 as of August, 2009 pursuant to which the City granted Terrace View a license to the building
14 within the Urban Garden (the “Building”) for the purposes set forth therein; and

15 **WHEREAS**, the City, the Foundation, and Terrace View desire to enter into the
16 Amendment relating to the future operation and maintenance of the Urban Garden, including but
17 not limited to the Building; and

18 **WHEREAS**, the Board of Aldermen wishes to express, as provided herein, the consent
19 of the City to the execution and delivery of the Amendment;

20 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, MISSOURI, AS FOLLOWS:**

21 **SECTION ONE.** The City of St. Louis hereby consents to the execution and delivery of
22 the Amendment by and among the City, the Foundation, and Terrace View, in substantially the

1 form attached hereto as **Exhibit A**.

2 **SECTION TWO.** Subject to any necessary approvals or consents, or revisions as
3 approved by the Comptroller and the City Counselor of the Amendment, the Director of Parks,
4 Recreation, and Forestry, the President of the Board of Public Service, and the Comptroller are
5 hereby authorized and directed to execute and deliver, on behalf of the City, the Amendment by
6 and among the City, the Foundation, and Terrace View, in substantially the form attached hereto
7 as **Exhibit A** and such other documents as may be approved by the City Counselor and which are
8 not inconsistent herewith and which are incidental to and related to the transactions contemplated
9 by the Amendment.

10 **SECTION THREE.** This ordinance shall be in full force and effect from and after the date
11 of its passage and approval and shall remain in effect until amended or repealed by the Board of
12 Aldermen.

13 **SECTION FOUR.** This ordinance, being deemed necessary for the immediate preservation
14 of the public peace and safety, is declared to be an emergency ordinance under and pursuant to
15 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis.

**BOARD BILL NUMBER 131
EXHIBIT A**

**FIRST AMENDMENT TO
COOPERATION AGREEMENT**

[See attached.]

BOARD BILL NUMBER 131

EXHIBIT A

**FIRST AMENDMENT TO
COOPERATION AGREEMENT**

THIS FIRST AMENDMENT TO COOPERATION AGREEMENT (this “**Amendment**”) is entered into effective as of the _____ day of _____, 2026 (the “**Effective Date**”) by and among Gateway Foundation, a non-for-profit trust organized under the laws of the State of Missouri (the “**Foundation**”), Terrace View, Inc., a Missouri corporation (“**Terrace View**”), and The City of St. Louis, Missouri, a constitutional charter city of the State of Missouri (the “**City**”).

WHEREAS, the City owns certain real property located in the downtown area of the City of St. Louis, Missouri, which consists of eighteen (18) blocks and is commonly known as the Gateway Mall (the “**Mall**”);

WHEREAS, an existing master plan for the Mall, which was commissioned by the City in 1999, recommended that a two-block portion of the Mall be developed as a sculpture garden;

WHEREAS, the City and the Foundation entered into that certain Cooperation Agreement dated as of August 28, 2007 (the “**Cooperation Agreement**”), to improve a two-block portion of the Mall, as set forth in further detail in the Cooperation Agreement and defined therein as the “Urban Garden”;

WHEREAS, the Cooperation Agreement authorized the Foundation to design and construct a building within the Urban Garden that would be suitable for operation of a restaurant and labeled that building as the “Café”;

WHEREAS, Section 5(b) of the Cooperation Agreement requires the City to operate the Café and Section 5(c) of the Cooperation Agreement authorizes the City to enter into a contract with a food and beverage vendor for the provision of food and beverage services at the Café;

WHEREAS, pursuant to the authority granted in Section 5(c) of the Cooperation Agreement, the City, the Foundation, and Terrace View entered into that certain Agreement to Provide Food and Beverage Services dated as of August, 2009 (the “**Prime Foodservice Agreement**”) subject to which the City granted Terrace View a license to the Café for the purposes set forth therein;

WHEREAS, the City and the Foundation wish to reimagine and repurpose the Café building and the Foundation and/or Terrace View are willing to perform the work and bear the cost necessary to convert the Café into those new uses;

WHEREAS, the City, Terrace View and the Foundation desire to enter into this Amendment to set forth their agreement relating to the future operation and maintenance of the Urban Garden, including but not limited to the Café building;

WHEREAS, any capitalized term used in this Amendment that is not defined in this Amendment shall have the meaning ascribed to such term in the Cooperation Agreement;

WHEREAS, pursuant to Sections 70.210-70.325 RSMo, municipalities and private entities are authorized to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, the execution and delivery by the City of this Amendment is authorized by Sections 70.210-70.325 RSMo, and has been authorized by City Ordinance No. _____ (BB []).

NOW, THEREFORE, for and in consideration of the above-stated premises and other good and valuable consideration, the parties hereto agree as follows.

1. **Termination of Prime Foodservice Agreement.** As of the Effective Date, (a) the Prime Foodservice Agreement, including the Escrow Agreement referenced therein, is hereby terminated, (b) each of the City, the Foundation and Terrace View are hereby released of any rights and obligations under the Prime Foodservice Agreement as of the Effective Date, and (c) Terrace View’s ongoing rights and obligations with respect to the Café building shall be solely as set forth in this Amendment. By virtue of this Amendment, Terrace View is hereby made a party to the Cooperation Agreement on the terms set forth in this Amendment. Any reference to the “parties” or the “other party” in the Cooperation Agreement shall be deemed to include the City, the Foundation and Terrace View. All rights of the Foundation under the Cooperation Agreement shall be enforceable by either the Foundation or Terrace View.

2. **Amendment of Cooperation Agreement.**

(a) Section 1(b)(ii)(2) of the Cooperation Agreement is hereby amended and restated to read in its entirety as follows:

“By the Foundation During any Renewal Term. The Foundation shall have the right at any time during the Term of this Agreement to terminate this Agreement for convenience and without cause by providing the City and Terrace View with one hundred eighty (180) days prior written notice, in which event this Agreement automatically shall terminate on the one hundred eightieth day after such written notice is given.”

(b) Section 1(b)(ii)(3) of the Cooperation Agreement is hereby amended and restated to read in its entirety as follows:

“By the City During any Renewal Term. The City shall have the right to terminate this Agreement effective as of the end of any Renewal Term for convenience and without cause by providing the Foundation and Terrace View with written notice no later than twelve (12) months prior to the end of such Renewal Term, in which event this Agreement automatically shall terminate on the last day of such Renewal Term.”

(c) Section 1(d) of the Cooperation is hereby amended such that (i) the Foundation’s Designated Representative is identified as Heather Sweeney, Gateway Foundation, 800 Market Street, Suite 1640, St. Louis, Missouri 63101, heather.sweeney@gateway-

foundation.org, (314) 241-3337; (ii) the City's Designated Representative is identified as _____, City of St. Louis, 1200 Market Street, Room ____, St. Louis, Missouri 63103, _____, (____) ____-____; and (iii) Terrace View's Designated Representative is identified as Heather Sweeney, c/o Gateway Foundation, 800 Market Street, Suite 1640, St. Louis, Missouri 63101, heather.sweeney@gateway-foundation.org, (314) 241-3337. Each party may replace its Designated Representative by providing written notice thereof to the other party.

(d) Section 5 of the Cooperation Agreement is hereby amended and restated to read in its entirety as follows:

“5. Terrace View Building.

- (a) Construction and Donation. Pursuant to the terms of this Agreement, the Foundation designed, constructed and donated to the City that certain building in the Urban Garden located at the corner of South Eighth Street and Chestnut Street (the **“Terrace View Building”**).
- (b) Ownership. The Terrace View Building is owned by the City.
- (c) Operation. The Foundation and/or Terrace View shall have the right to operate and program the Terrace View Building throughout the Term for uses that are complementary to the Urban Garden, as reasonably determined by the Foundation and/or Terrace View, including, but not limited to, as a visitor center, food and beverage concession area, merchandising area, gallery/exhibit space, space for artists in residency, and/or private event space (the **“Building Programming”**). The Foundation and/or Terrace View shall have the right to engage vendors, at the sole cost and expense of the Foundation and/or Terrace View, to assist in the provision of such Building Programming. Notwithstanding the foregoing, it is the present intention of the Foundation and Terrace View to reimagine and repurpose the Terrace View Building in accordance with the phased plan attached hereto as Exhibit C (the **“Phased Plan”**). Certain details of the Building Programming, including the implementation of the Phased Plan, shall be provided in advance to the Director of Parks, Recreation & Forestry (the **“Director of Parks”**), which details shall be limited to (1) floor plans, (2) exhibit names and themes, and (3) collaborating artists and organizations (the **“Programming Information”**). If the Director of Parks determines that the Programming Information is desirable or otherwise does not respond within five (5) business days of receipt, the Foundation and/or Terrace View shall proceed in a manner consistent with the Programming Information provided. If, within five (5) business days of receipt of the Programming Information, the Director of Parks determines that the Programming Information is not desirable, the Foundation and/or Terrace View shall have additional dialogue with the Director of Parks provided, however, that the Foundation and/or Terrace View has sole discretion regarding the Building Programming and may proceed in a manner consistent with the Programming Information provided regardless of

whether the Director of Parks determines that the Programming Information is desirable.

- (d) Insurance. The City shall procure and maintain, all-risk property insurance covering the Terrace View Building in an amount equal to the replacement value thereof including, without limitation, protection against any peril included within the classification “fire and extended coverage”, together with insurance against flood or water damage, sprinkler damage, vandalism, explosion and malicious mischief. The City shall furnish the Foundation and Terrace View with standard certificates of insurance as evidence of confirmation of all such insurance upon request. All certificates shall provide for thirty (30) days written notice to Terrace View and the Foundation prior to the cancellation, expiration or reduction of the limits of any insurance referred to therein and shall name Terrace View and the Foundation as additional insureds. All insurers shall have an A.M. Best rating of A-, IX or higher and be fully authorized to conduct business in the State of Missouri. With respect to claims for which the parties maintain insurance coverage or are required to maintain insurance coverage hereunder (to the extent such coverage insures the full value of the loss), each party hereto waives its rights to recover from each other party hereto for loss or damage to such party's building, equipment, improvements and other property of every kind and description (whether owned, held or loaned to such party) resulting from fire, explosion or other cause and for loss or damage relating to any workers compensation claims. This clause shall survive termination of this Agreement.

- (e) Alteration. The Foundation and/or Terrace View shall have the right to make alterations to the interior portions of the Terrace View Building in order to accommodate the Building Programming; provided, that such alterations are made at the sole cost and expense of the Foundation and/or Terrace View and are made in a good and workmanlike manner in accordance with all applicable building codes.

- (f) FF&E. As used herein, “**FF&E**” shall mean all furniture, fixtures, kitchen equipment, and dining tables and chairs used at the Terrace View Building or necessary for use in conjunction with the Building Programming. The Foundation and/or Terrace View shall provide and/or install for use at the Terrace View Building, as applicable, all FF&E required to provide the Building Programming. During the Term, the Foundation and/or Terrace View shall be responsible for the routine repairs, maintenance, and replacement of all FF&E, unless such work is required as a result of the negligence, misuse or willful misconduct of the City, in which case such work will be at the City's cost and expense. The City shall have no property right or interest in the FF&E.

- (g) Maintenance and Repair of the Terrace View Building.

- a. During the Term, the Foundation and/or Terrace View shall perform all routine, non-capital repairs and replacements necessary to keep the Terrace View Building in good condition and repair. The City, as owner of the Terrace View Building, shall be responsible for all necessary capital improvements, capital repairs, and capital replacements to or within the Terrace View Building (including, but not limited to, the roof, foundation, glass walls and structural walls) in accordance with the City's existing practices for similar improvements; provided, however, that the Foundation, and not the City, shall be responsible for any repairs necessitated by defects in the design or construction of the Terrace View Building, including alterations made pursuant to Section 5(e), which are not covered (or were not initially covered) by a warranty which has been assigned to the City. Notwithstanding the foregoing, if the Foundation or Terrace View reasonably believes that the City is maintaining the Terrace View Building in a manner that is inconsistent with the overall image, operation and maintenance of the Urban Garden, then the Foundation and/or Terrace View shall notify the City of its concerns, and the parties shall reasonably cooperate with one another to address the concerns of the Foundation and/or Terrace View.
- b. During the Term, the Foundation and/or Terrace View shall be responsible, at its sole cost, for (1) routine cleaning and maintenance of the Terrace View Building to keep the same in a clean and sanitary condition; (2) employing a pest control vendor to service the Terrace View Building as necessary; and (3) for all rubbish removal associated with the Building Programming to suitable dumpsters or containers, and for the ultimate disposal of such rubbish at a proper location outside of the Urban Garden.
- c. In the event the Terrace View Building is damaged by casualty, the City shall, as promptly as reasonably practical given the extent of such casualty, restore the Terrace View Building to the condition in which it existed immediately prior to the occurrence of such casualty.”

(e) All references in the Cooperation Agreement to the “Café” are hereby replaced with references to the “Terrace View Building” and any language in the Cooperation Agreement suggesting that the use of the Terrace View Building is limited to a food service operation or restaurant or café use shall be null and void as of the Effective Date.

(f) Section 6(a) of the Cooperation Agreement is hereby amended and restated in its entirety as follows:

“Improvements (excluding the Artwork). Except as otherwise set forth in this Agreement (including those provisions relating specifically to the Terrace View Building), during the Term of this Agreement, the Foundation shall be responsible for the operation, maintenance, and repair of the improvements (including all lighting and landscaping)

located in the Urban Garden. The City shall be responsible for (i) mowing the grass located on the Urban Garden in a manner and frequency as needed to maintain the Urban Garden in a first class manner (unless the Foundation elects to contract for such mowing, at the Foundation's election), (ii) the on-going costs of providing utilities to the Urban Garden, including the Terrace View Building, and (iii) those elements of maintenance and repair of the Terrace View Building that are described to be the City's obligation in Section 5 above."

(g) The last sentence of Section 6(d) of the Cooperation Agreement is hereby deleted.

(h) The following shall be added to Section 7 of the Cooperation Agreement:

"In the event the City is not complying with its obligations pursuant to this Agreement, including, without limitation, its maintenance and repair obligations with respect to the Urban Garden, including the Terrace View Building, the Foundation and/or Terrace View shall have the right to perform such obligations on the City's behalf and any reasonable costs incurred by the Foundation and/or Terrace View for such obligations shall be reimbursed by the City within thirty (30) days of an invoice therefore."

(i) Section 8(a) of the Cooperation Agreement is hereby amended and restated in its entirety as follows:

"Any notice, report, demand, request or other instrument or communication authorized, required, or desired to be given under this Agreement by any party hereto shall be in writing and shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth below, (i) when delivered at such address or refused at such address by hand or by overnight delivery service, or (ii) when delivered at such address or refused at such address after its deposit in the United States mail as certified mail, return receipt requested.

If to the Foundation: Heather Sweeney
Gateway Foundation
800 Market Street
Suite 1640
St. Louis, Missouri 63101

With a copy to: David A. Linenbroker
Husch Blackwell LLP
8001 Forsyth Boulevard
Suite 1500
St. Louis, Missouri 63105

If to Terrace View: Heather Sweeney
c/o Gateway Foundation
800 Market Street
Suite 1640
St. Louis, Missouri 63101

With a copy to: David A. Linenbroker
Husch Blackwell LLP
8001 Forsyth Boulevard
Suite 1500
St. Louis, Missouri 63105

If to the City: _____
1200 Market St
Room []
St. Louis, MO 63103

With a copy to: City Counselor
1200 Market St.
Room 314
St. Louis, MO 63103
”

(j) Section 9(e) of the Cooperation Agreement is hereby amended and restated as follows:

“Amendments. Any amendment to this Agreement must be in writing and signed by the Foundation, Terrace View and the City.”

(k) Section 9(f) of the Cooperation Agreement is hereby amended and restated as follows:

“No Personal Liability. No alderman, alderwoman, commissioner, director, officer, board member, employee, or other agent or representative of the Foundation, Terrace View or the City shall be personally liable under or in connection with this Agreement.”

(l) Section 9(j) of the Cooperation Agreement is hereby amended and restated as follows:

“Limitation of Liability. Under no circumstances shall any of the Foundation, Terrace View or the City be liable to the others in connection with this Agreement under any theory of tort, contract, strict liability or other legal or equitable theory for any punitive, special, incidental, indirect or consequential damages, each of which is excluded by agreement of the parties regardless of whether or not any of the parties have been advised of the possibility of such damages.”

(m) The following shall be added as Section 9(l) of the Cooperation Agreement is hereby amended and restated as follows:

“Performance by the Foundation and/or Terrace View. Where this Agreement allows performance by the Foundation and/or Terrace View, it shall be in the discretion of the Foundation and Terrace View which party shall perform hereunder and the City shall not be entitled to dictate performance by either the Foundation or Terrace View provided that at least one such party is performing hereunder.”

(n) Exhibit 1 to this Amendment is hereby added as Exhibit C to the Cooperation Agreement.

3. **Miscellaneous.**

(a) Entire Agreement. The Cooperation Agreement, as modified by the terms of this Amendment, constitutes the entire agreement between the Foundation, Terrace View, and the City concerning the Urban Garden. This Amendment supersedes any and all other agreements concerning the modification of the Cooperation Agreement and the Prime Foodservice Agreement, whether oral or written between the Foundation and the City. All terms and provisions of the Cooperation Agreement that are not amended by this Amendment shall remain in full force and effect as originally set forth in the Cooperation Agreement. In the event of a conflict between the provisions of the Cooperation Agreement and this Amendment, the provisions of this Amendment shall control.

(b) Binding Effect. This Amendment shall be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

(c) Applicable Law and Venue. This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Missouri, without regard to principles of conflicts of law. Any action at law, suit in equity, or other judicial proceeding arising under this Amendment shall be instituted in the Circuit Court of St. Louis City, Missouri (22nd Circuit), or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri. The parties expressly agree to the personal jurisdiction of such Courts.

(d) Severability. If any provisions of this Amendment are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Amendment, and the remaining provisions of this Amendment shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Amendment, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

(e) Counterpart Execution. This Amendment and any companion documents, deeds, or instruments referred to herein, may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement, document, deed or instrument.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Foundation, Terrace View, and the City have hereunto executed this Amendment as of the Effective Date.

THE FOUNDATION:

GATEWAY FOUNDATION

By: _____

Name: _____

Title: _____

TERRACE VIEW:

TERRACE VIEW, INC.

By: _____

Name: _____

Title: _____

THE CITY:

The foregoing First Amendment to Cooperation Agreement was approved by the City of St. Louis by Ordinance No. _____, approved _____, 2026.

THE CITY OF ST. LOUIS, MISSOURI

By: _____

Name: _____

Title: Director of Parks, Recreation & Forestry

By: _____

Name: _____

Title: President of the Board of Public Service

By: _____

Name: _____

Title: Comptroller

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Counselor

ATTEST:

By: _____

Name: _____

Title: Register

Date: _____

EXHIBIT 1

“EXHIBIT C

(Phased Plan)

- Phase 1

- Prior to December 31, 2026, convert the Terrace View Building to accommodate multiple uses, which could include a visitor center, concessions, merchandising area, and gallery/exhibit space. A staffed welcome desk would provide information and resources about the Urban Garden, downtown, St. Louis, etc. Concessions could include “grab and go” options, prepared foods, beverages, and cooler items; this could also include coffee, either self-serve or as a smaller component of the space. An area to sell merchandise could also be established. Any space not utilized for the visitor center, concessions, and merchandising could be utilized as a gallery displaying additional works of art or a curated exhibit.
- Phase 1 would not include exterior modification to the Terrace View Building; there would only be interior reconfigurations and redesign of the interior space.

- Phase 2

- During Phase 2, it is anticipated that both the visitor center and gallery spaces would remain; however, within these spaces, programming would occur. The programming could include partnerships with the City, other local non-profit arts organizations, and/or artists in residency.
- Depending on market dynamics and additional analysis to be completed by the Foundation and Terrace View, establish a procedure for private events. Rental uses could include anniversaries, private parties, showers, birthdays, smaller wedding ceremonies, etc.
- Phase 2 could include additional interior redesign and reconfiguration of the Terrace View Building, as proposed by, performed by, and paid for by the Foundation and/or Terrace View.”