

Summary
Board Bill Number 40
Introduced by Alderman Shane Cohn
June 27, 2025

This Board Bill authorizes the execution of a Lease Agreement between The City of St. Louis, Missouri (the “City”) and the City of St. Louis Port Authority (“Lessee”) for certain real property being the Improved Wharf for the purpose of maintaining, beautifying, and improving the premises, and operating a controlled system of paid parking for a period of twenty-five (25) years.

BOARD BILL NUMBER 40 INTRODUCED BY ALDERMAN SHANE COHN

1 An Ordinance authorizing the execution of a Lease Agreement between The City of St. Louis,
2 Missouri (the “City”) and the City of St. Louis Port Authority (“Lessee”) for certain real property
3 being the Improved Wharf for the purpose of maintaining, beautifying, and improving the
4 premises, and operating a controlled system of paid parking for a period of twenty-five (25) years
5 as set forth in the Lease Agreement attached hereto as **Exhibit A** and containing a severability
6 clause.

7 **WHEREAS**, Lessee, in coordination with City departments, participates in the
8 maintenance, beautification, and improvement of the Improved Wharf in the City of St. Louis.

9 **WHEREAS**, Lessee facilitates a controlled system of paid parking on the Improved
10 Wharf, which revenues are deposited in the City of St. Louis’ Improved Wharf Fund pursuant to
11 Chapter 5.38 of the Revised Code of the City of St. Louis.

12 **WHEREAS**, Lessee desires to place the controlled system of paid parking on the Improved
13 Wharf out for a public bid, to locate a parking contractor to operate such system on behalf of
14 Lessee and the City.

15 **WHEREAS**, the City and Lessee desire to enter into a Lease Agreement pursuant to which
16 the City shall grant to Lessee a non-exclusive lease of the Improved Wharf for a duration of twenty-
17 five years as allowed under the Charter of the City of St. Louis, so that Lessee may publicly bid
18 the controlled system of paid parking and enter into a contract therefore, and so that Lessee may
19 assist City departments with maintenance, beautification, and improvements on the Improved
20 Wharf.

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

22 **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and
23 Comptroller are hereby authorized to execute, on behalf of the City, said Lease Agreement in
24 substantially the form attached hereto as **Exhibit A.**

25 **SECTION TWO.** The Mayor and Comptroller or their designated representatives are
26 hereby authorized to take any and all actions, and to execute and deliver for and on behalf of the
27 City any and all additional certificates, documents, agreements or other instruments, as may be
28 necessary and appropriate in order to carry out the matters herein authorized, with no such further
29 action of the Board of Aldermen necessary to authorize such action by the Mayor and Comptroller
30 or their designated representatives.

31 **SECTION THREE.** The Mayor and Comptroller or their designated representatives, with
32 the advice and concurrence of the City Counselor and the Port Commission, are hereby further
33 authorized to make any changes to the documents, agreements and instruments approved and
34 authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary
35 and appropriate in order to carry out the matters herein authorized, with no such further action of
36 the Board of Aldermen necessary to authorize such changes.

37 **SECTION FOUR.** It is hereby declared to be the intention of the Board of Aldermen that
38 each and every part, section and subsection of this Ordinance shall be separate and severable from
39 each and every other part, section and subsection hereof and that the Board of Aldermen intends
40 to adopt each said part, section and subsection separately and independently of any other part,
41 section and subsection. In the event that any part, section or subsection of this Ordinance shall be
42 determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and
43 subsections shall be and remain in full force and effect, unless the court making such finding shall

44 determine that the valid portions standing alone are incomplete and are incapable of being executed
45 in accord with the legislative intent.

46 **SECTION FIVE.** After adoption of this Ordinance by the Board of Aldermen, this
47 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over
48 her veto.

Board Bill Number 40
Exhibit A

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the ____ day of _____, 2025 (“Effective Date”), by and among THE CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter, the Constitution and laws of the State of Missouri (hereinafter “Lessor”), and THE CITY OF ST. LOUIS PORT AUTHORITY, a port authority and political subdivision of the State of Missouri (“hereinafter Lessee”).

1. Leasehold. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to Lessor, and the mutual covenants and agreements herein contained, Lessor hereby leases and lets to Lessee certain land being the Improved Wharf in the City of St. Louis, Missouri as more particularly described below (the “Leased Premises”):

A portion of the public wharf bounded on the north by a line parallel to the south curb of Biddle, approximately station 388 + 33.42 on the floodwall; bounded on the south by a line parallel to the north curb of Chouteau Avenue and distant 400 feet more or less north therefrom along the floodwall, approximately station 14 + 20 on the floodwall; bounded on the west by the east curb of Leonor K. Sullivan Drive.

2. Term. The term of this Lease (“Term”) shall be for a period of twenty-five (25) years, beginning on July 1, 2025 (“Commencement Date”) and terminating on June 30, 2050, unless sooner terminated as provided herein.

3. Rent. For the rights and privileges herein granted, Lessee agrees to pay Lessor rent in the amount of One Dollar (\$1) per year.

4. Permitted Use. Lessee may use the Leased Premises to provide a controlled system of paid parking and other services for arriving riverboat cruises, riverboat excursions, and public

and private visitors and users of the Leased Premises, and to engage in appropriate construction and infrastructure upgrades to better facilitate public access to and business investment on the Leased Premises. Lessee shall keep, operate and maintain the Leased Premises, including all structures and improvements located thereon, in full compliance with all federal, state and local environmental, health and/or safety laws, ordinances, rules, regulations, codes, orders, directives, guidelines, permits or permit conditions currently existing and as amended, enacted, issued or adopted in the future which are applicable to the Leased Premises.

5. Parking Operations and Revenue. Lessee is directed to solicit public proposals from qualified providers and contract with the lowest responsible bidder to operate the controlled system of paid parking. Such agreement may take the form of a contract for services or a sublease, as appropriate. Lessee is authorized to execute a contract to operate the controlled system of paid parking under any terms as it may find appropriate in its sole discretion, subject to the following limitations:

(a) Lessee shall require its contractor(s) or sublessee(s) to comply with the provisions of this Lease, at a minimum;

(b) Lessee shall include in any contract a clause requiring compliance with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination. Lessee shall not contract with a party found to be in violation of any such laws, ordinances, regulations or Executive Orders; and

(c) Any income Lessee receives from parking concessions shall be deposited into Lessor's Improved Wharf Fund and will be used exclusively for construction, design, marketing, studies, and other costs relating to the Improved Wharf.

6. Security. Lessee may procure and retain a firm to provide security services on the Leased Premises as necessary and appropriate to protect public and private users of the Leased Premises, and real and personal property on the Leased Premises. Procurement of such security provider shall occur in an open and competitive manner, provided however, any firm engaged for security services on the Leased Premises must possess a valid business license issued by the City of St. Louis, must be registered to conduct business in the State of Missouri, and all personnel carrying out security duties must be duly licensed by the appropriate licensing authority in the City of St. Louis.

7. Existing Agreements. This lease shall be non-exclusive, and any agreements, leases, or contracts on the Leased Premises as of the date of this Lease Agreement shall be honored by Lessor and Lessee.

8. Maintenance and Repair. Lessee shall coordinate with the appropriate departments of the City of St. Louis to effectuate reasonable maintenance of the Leased Premises (including, without limitation, routine and regular maintenance), and repairs and replacements of improvements thereon, All maintenance and repair activities on the Leased Premises shall be performed in accordance with all laws, ordinances and regulations, and no provisions of this Lease shall release Lessor or any of its department of obligations to keep and maintain the Leased Premises as such obligations may exist as of the Effective Date of this Lease.

9. Improvements. Lessee agrees that all permanent capital improvements and facilities installed on the Leased Premises by Lessee shall become the property of Lessor, and become a part of the Leased Premises, unless Lessor requests the removal of same prior to the expiration or earlier termination of this Lease if the improvement has significantly deteriorated or no longer functions safely or as intended. Objects, facilities and equipment that are portable or

moveable are not a permanent capital improvement and will remain the property of Lessee and shall be removed upon the expiration or earlier termination of this Lease.

10. Nondiscrimination. Lessee agrees that in the use of the Leased Premises or in the use of any property used in connection with the Leased Premises, Lessee will not exclude or discriminate against any person solely because of race, color or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said property.

11. Insurance, Liability and Indemnity. Lessee shall require its contractor(s) or sublessee(s) comply with the following:

(a) Obtain Commercial General Liability Insurance with coverage not less than the sovereign immunity limits as published in the Missouri Register and revised on an annual basis by the Missouri Department of Insurance. The contractor or sublessee shall cause Lessor to be named as an additionally insured.

(b) Obtain Workers Compensation Insurance with coverage in compliance with applicable federal and state laws;

(c) Indemnify and save harmless Lessor from any liability for any injuries or damages to persons or property resulting from the contractor(s)' or sublessee(s) work.

12. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Lessee:

A. The failure by Lessee's contractor(s) or sublessee(s) to maintain the insurance required under this Lease, where such failure shall continue for a period of ten (10) days after written notice hereof from Lessor to Lessee.

B. The failure by Lessee to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure shall

continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee, provided that if it reasonably takes longer than thirty (30) days to cure the default, Lessee shall have such longer period as it reasonably takes to cure the default, provided Lessee commences the cure within such thirty (30) days and is working diligently to cure the default within a reasonable time.

13. Remedies. Upon and during the continuance of an Event of Default by Lessee, Lessor shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law, with or without further notice or demand:

(a) Terminate Lessee's right to possession of the Leased Premises by any lawful means, without terminating this Lease, and Lessee shall immediately surrender possession of the Leased Premises to Lessor.

(b) Terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises to Lessor, and Lessor shall have the right to regain possession of the Leased Premises by any lawful means should Lessee fail to surrender the same.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Missouri.

14. Notices. All notices and communications required by this Lease to be given by either party hereunder shall be in writing and shall be (1) sent via electronic mail; (2) hand delivered; or (3) sent by overnight expedited delivery service (such as UPS or Fed Ex) or by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices and communications shall be deemed given when delivered or three days after mailing;

provided, however, that if any such notice or communication is sent electronically, such notice shall be deemed given at the time and on the date of electronic transmittal.

In the case of Lessee, to:

City of St. Louis Port Authority
1520 Market, Street, Suite 2000
St. Louis, Missouri 63103
Attention: Susan Taylor, Port Director
taylor@sstlouis-mo.gov

In the case of Lessor to:

City of St. Louis
1200 Market Street
St. Louis, Missouri 63103
Attention: Comptroller

15. Choice of Laws. This Lease shall be construed and enforced in accordance with the laws of the State of Missouri. The parties shall comply with the City Charter, Ordinances of the City, and relevant Mayor's Executive Orders.

16. Severability. Any clause, covenant, paragraph or provision herein if declared fully or partially invalid or unenforceable, the remaining clauses, covenants, paragraphs and provisions shall remain enforceable and valid to the fullest extent allowed by law.

17. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

18. Entire Agreement. This Lease, including the exhibits, includes all the covenants and agreements between the Lessor and Lessee. This Lease and its exhibits can be changed, renewed, or extended only by amendment in writing signed by Lessor and Lessee.

19. Lease Forfeiture. In the event Lessee's business fails or any reason for any period beyond one year, this lease shall be forfeited.

20. Municipal Purpose. Lessor reserves the right to modify, amend, or cancel this Lease in the event any portion of the Leased Premises is needed for any municipal purpose, which shall include, but is not limited to, right of way, sewer, Floodwall or Floodwall construction or repair, any other necessary or reasonable municipal purposes or use, and/or economic development in the Port District as defined by the Lessor in Lessor's sole discretion.

[Signature Page Follows]

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

LESSOR:

The City of St. Louis

By: _____
Cara Spencer, Mayor

LESSEE:

The City of St. Louis Port Authority

By: _____
Otis Williams, Executive Director

By: _____
Donna Baringer, Comptroller

ATTEST:

By: _____
Amber Boykins Simms, City Register

APPROVED AS TO FORM ONLY:

By: _____
Michael Garvin, City Counselor

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ___ day of _____, 2025, before me personally appeared Otis Williams to me personally known or satisfactory proven, who, being by me duly sworn did say that he is the Executive Director of the City of St. Louis Port Authority and that he is authorized to execute the foregoing instrument by the governing body of the City of St. Louis Port Authority and acknowledged said instrument to be the free act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ___ day of _____, 2025, before me personally appeared Donna Baringer, to me personally known or satisfactory proven, who, being by me duly sworn did say she is the Comptroller of the City of St. Louis and that she is authorized to execute this lease agreement on behalf of the City of St. Louis under the authority Ordinance _____, and acknowledged said instrument to be the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

**BOARD BILL NUMBER 40
FISCAL NOTE**

Preparer's Name: Susan Taylor
Contact Information: TaylorS@stlouis-mo.gov
Bill Sponsor: Alderman Shane Cohn

Bill Synopsis:	This Board Bill authorizes the execution of a Lease Agreement between The City of St. Louis, Missouri (the "City") and the City of St. Louis Port Authority ("Lessee") for certain real property being the Improved Wharf for the purpose of maintaining, beautifying, and improving the premises, and operating a controlled system of paid parking for a period of twenty-five (25) years
Type of Impact:	None
Agencies Affected:	None

**SECTION A
Does this bill authorize:**

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ___ Yes __X__ No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ___ Yes __X__ No
- A commitment of city funding in the future under certain specified conditions? ___ Yes __X__ 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 __X__ No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ___ Yes __X__ No
- A capital improvement project that increases operating costs over the current adopted city budget? ___ Yes __X__ No

SECTION B

Does the bill require the construction of any new physical facilities? ___ Yes ___ No

o 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

Does the bill create a program or administrative subdivision? ___ Yes ___ No

o If yes, then is there a similar existing program or administrative subdivision?

___ Yes ___ No

o 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

o If yes, by whom? _____ .