

Summary
Board Bill Number 41
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 in the Marine Villa and Mount Pleasant neighborhoods for the purpose facilitating the South Riverfront Redevelopment Project for a period of twenty-five (25) years.

BOARD BILL NUMBER 41 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 in the Marine Villa and Mount Pleasant neighborhoods for the purpose facilitating the South
4 Riverfront Redevelopment Project for a period of twenty-five (25) years as set forth in the Lease
5 Agreement attached hereto as **Exhibit A** and containing a severability clause.

6 **WHEREAS**, Lessee, in coordination with City departments, is currently engaged in the
7 South Riverfront Redevelopment Project, a capital improvement project involving demolishing a
8 City-owned incinerator and trash-transfer building, construction of a new trash-transfer building,
9 and preparation of City-owned riverfront real estate for a maritime leasehold.

10 **WHEREAS**, The South Riverfront Redevelopment Project is funded by grant dollars
11 allocated to Lessee by the United States government and the State of Missouri.

12 **WHEREAS**, the State of Missouri recently adopted Section 68.080 RSMo., which created
13 the Waterways and Ports Trust Fund and which directs the State of Missouri to deposit funding
14 appropriated to Missouri port authorities for grant-funded capital improvement projects.

15 **WHEREAS**, Section 68.080 RSMo. prohibits a Missouri Port Authority from expending
16 funds from the Waterways and Ports Trust Fund on capital improvement projects unless such
17 projects are located on land owned or held in long-term lease by a Missouri port authority.

18 **WHEREAS**, the City and Lessee desire to enter into a Lease Agreement pursuant to which
19 the City shall grant to Lessee a non-exclusive lease of four (4) parcels owned by the City and
20 located in the Marine Villa and Mount Pleasant neighborhoods on which the South Riverfront
21 Redevelopment Project is located.

22 **WHEREAS**, the Lease Agreement shall be for a duration of twenty-five years, as
23 necessary to satisfy the requirements in Section 68.080 RSMo. to enable Lessee to expend
24 infrastructure grant dollars held in the Waterways and Ports Trust Fund allocated to Lessee by the
25 State of Missouri, or until such time as Section 68.080 RSMo. is amended such that Lessee may
26 apply funding appropriations from the Waterways and Ports Trust Fund toward qualified capital
27 improvement projects without the necessity of such leasehold.

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

29 **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and
30 Comptroller are hereby authorized to execute, on behalf of the City, said Lease Agreement in
31 substantially the form attached hereto as **Exhibit A**. Any Permit entered into through the Board of
32 Public Service for this same mooring shall expire on the date such Lease Agreement is executed.

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

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

45 **SECTION FOUR.** It is hereby declared to be the intention of the Board of Aldermen that
46 each and every part, section and subsection of this Ordinance shall be separate and severable from
47 each and every other part, section and subsection hereof and that the Board of Aldermen intends
48 to adopt each said part, section and subsection separately and independently of any other part,
49 section and subsection. In the event that any part, section or subsection of this Ordinance shall be
50 determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and
51 subsections shall be and remain in full force and effect, unless the court making such finding shall
52 determine that the valid portions standing alone are incomplete and are incapable of being executed
53 in accord with the legislative intent.

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

BOARD BILL NUMBER 41
EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the _____ day of _____, 2025, 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 the following parcels of land: 4100 S. 1st Street; 2120 Gasconade Street; 2287 Hickman Street, and 4300 Piedmont Avenue, all located in the City of St. Louis and reflected on the attached Exhibit A (the “Leased Premises”).

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 as necessary to fulfill the South Riverfront Redevelopment Project (“Project”), including demolishing a City-owned incinerator and trash-transfer building, construction of a new trash-transfer building, and preparation of riverfront real estate for a maritime leasehold. Such permissible uses include, but are not limited to conducting surveys, staging, demolition, construction, redevelopment, and related activities. Lessee shall coordinate with appropriate departments of the City of St. Louis to secure access to the Leased Premises as appropriate to carry out the Project.

5. Purpose and Termination. Lessor and Lessee agree this Lease is to facilitate expenditure of appropriations by the State of Missouri in furtherance of the Project, which appropriations are held in the Waterways and Ports Trust Fund and which are limited as of June 2025 to capital improvement projects “on land owned or held in long term lease by a Missouri Port Authority” pursuant to Section 68.080 RSMo. Lessor and Lessee agree this Lease shall terminate if Section 68.080 RSMo. is amended such that Lessee may apply funding appropriations from the Waterways and Ports Trust Fund toward the Permitted Use as defined herein without the necessity of this leasehold.

6. Compliance with Laws. Nothing in this Lease relieves Lessee of any requirements existing under local, State, or Federal law relating to conducting surveys, staging, demolition, construction, redevelopment, and related activities in furtherance of the Project.

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. 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.

9. 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.

10. Insurance, Liability and Indemnity. Lessee shall require any contractor(s) or sublessee(s) retained by Lessee in furtherance of the Project 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.

11. 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.

12. 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.

13. 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

In the case of Lessor to:

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

14. 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.

15. Non-appropriation. The parties agree that Lessor, being a governmental entity, has the limitation of appropriation on its financial obligations herein.

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 includes all the covenants and agreements between the Lessor and Lessee. This Lease 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. In the event that modification, amendment, or cancellation of this Lease pursuant to this paragraph causes an obligation of Lessee to repay any amounts granted to Lessee under the provisions of Section 68.080 RSMo., Lessor shall, subject to Paragraph 15 herein,

assume and pay to Lessee such amounts obligated. Under no circumstances shall the provisions of this paragraph create a third-party or beneficial interest in any entity other than Lessee and Lessor.

[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:

LESSEE:

The City of St. Louis

The City of St. Louis Port Authority

By: _____
Cara Spencer, Mayor

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 _____, 2024, 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 Cara Spencer, to me personally known or satisfactory proven, who, being by me duly sworn did say she is the Mayor 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:

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 41 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 in the Marine Villa and Mount Pleasant neighborhoods for the purpose facilitating the South Riverfront Redevelopment Project 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

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ___ Yes ___X___ 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

- 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	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? _____ .