

BOARD BILL #168

Introduced by Alderman Freeman Bosley

1 An ordinance authorizing and directing the Mayor and Comptroller of the City of St.
2 Louis to enter into a Lease Agreement with Sun Ministries, Inc. to lease property located
3 in City Block 2437 of the City of St. Louis, for a period of Ninety-Nine (99) years, for the
4 purposes of creating a mixed use service delivery facility, and other self-improvement
5 activities as well as office space for administrative needs.

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

7 **SECTION ONE.** The Mayor and Comptroller of the City of St. Louis are hereby
8 authorized and directed to enter into the following Lease of property located in City
9 Block 2437, as more fully described in such Lease Agreement, for purposes of
10 conducting operations of Sun Ministries, Inc. as set forth in such Lease Agreement,
11 which is attached hereto as Exhibit A.

12 **SECTION TWO.** Emergency Clause. This ordinance, being necessary for the
13 immediate preservation of public peace, health, safety, and general welfare, shall be
14 and is hereby declared to be an emergency measure within the meaning of Sections 19
15 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance
16 shall take effect immediately upon its passage and approval by the Mayor.

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of December, 2016, by and between the City Of St. Louis , a Municipal Corporation of the state of Missouri, through its Comptroller, pursuant to Article XV, Section 2 of the charter of the City of St. Louis, whose address is City Hall, Saint Louis, Missouri, (the "Lessor"), and Sun Ministries Inc. , a Missouri non-profit corporation, whose address is 1515 Newhouse , Saint Louis, Missouri 63107, ("the Lessee").

WITNESSETH:

WHEREAS,

There does exist a certain property owned by the City of St. Louis further described as the basement, first floor, and garage of the building numbered as 1901-19 Penrose Street, together with adjacent driveways and access. (the "Premises").

Lessee will use the premises for a mixed-use service delivery facility, and other self-improvement activities, as well as office space for administrative needs.

NOW, THEREFORE, in accordance with the covenants and agreements herein contained, the parties hereto hereby obligate themselves as follows, Lessor lets unto Lessee the above legally described real property for a period of ninety-nine (99) years commencing on the 1st day of December 2016, (the "Commencement Date"), and ending on the 30th day of November, 2115, subject to the terms, conditions and covenants hereinafter set forth.

1. The rent for the term of this Lease shall be One Dollar (\$1.00) per year, payable upon the date of execution of this Lease and each subsequent annual anniversary date, and other valuable considerations heretofore set forth in this Lease.
2. The use of the Premises let hereunder shall be for the sole and exclusive purpose of administering Lessee's services programs, and other self help initiatives as well as office space for administrative purposes.

3. Possession of the Premises shall be given to Lessee by Lessor upon full execution by both parties hereto. LESSEE AGREES AND COVENANTS TO TAKE THE PREMISES IN "AS IS" CONDITION Lessee acknowledges that Lessor has made no representations, warranties, or statements regarding any other conditions of Premises or the suitability of Premises for the use contemplated by Lessee and described in Section 2 of this Lease. Lessee states that it has inspected the Premises, finds the current condition satisfactory and suitable to its needs, and accepts them under this Lease in "AS IS" condition .
4. The Lessee shall provide, during the full tenure of this Lease, and at Lessee's sole and exclusive cost and expense, services as follows:
 - A. All necessary repairs and renovations to the Premises and any improvements placed thereon by Lessee deemed desirable by Lessee. In addition, Lessee shall provide, at its own expense, all necessary and ongoing repairs and maintenance of any improvements or devices placed thereon by Lessee. All furnishings and equipment constructed or installed at or on the Premises by Lessee, shall be personal property and Lessee shall have legal title thereto during the term of this Lease. No permanent construction or substantial alteration at on or the Premises shall be made without the prior written permission of Lessor's Board of Public Service, such permission to be not unreasonably withheld.
 - B. All utilities necessary to operation of Premises. Lessee shall be completely, solely, and exclusively responsible for all efforts and resulting costs associated with providing initial set-up utility services exclusive to the Premises and any improvements placed thereon and agrees to pay any fees or costs incurred as a result of making such utilities available exclusively to the Premises. Lessee agrees and covenants to pay all costs and fees of utilities once services are provided to the Premises and improvements thereon.

- C. The Lessor shall permit the Lessee to install any reasonable communications system and security system necessary for the conduct of its business.
- D. All custodial, and security services.
- E. Lessee bears full and complete authority for obtaining any permits, licenses, and/or approval required from the City of St. Louis and/or its boards, departments, and agencies, as may be applicable and Lessee covenants that it will follow all laws and regulations applicable to the Premises.
- F. Lessee shall at all times during the term of this Lease maintain its own expense liability insurance coverage in the amount of \$100,000 per person, \$300,000 per incident, and \$50,000 property damage, or in a different amount if deemed desirable by the Comptroller of the City of St. Louis, naming the City of St. Louis as an additional insured, and file a certificate of same with the Comptroller of the City of St. Louis. Lessee hereby agrees to hold Lessor harmless and indemnify Lessor from all and any claims, demands, actions, causes of action or judgments against Lessor for personal injuries or damages to property arising out of or resulting from, directly or indirectly, Lessee's use of the Premises, including reimbursement of all costs expended by Lessor in defense of any such claim, demands, actions causes of action, or judgments. Lessee shall be fully and completely responsible, at its sole cost and expense, to remediate any environmental contamination resulting from Lessee's use and/or possession of the Premises under the terms of this Lease. Lessee shall be fully and completely responsible during the full term of this Lease, for any destruction to the Premises or any improvements placed thereon, by any act of God or other cause. In the event that any such act of God or other cause renders the Premises unfit or unusable by Lessee, Lessee may, at its option, terminate the Lease upon 90-day written notice to Lessor. Termination under this section of

the Lease shall be Lessee's sole recourse against Lessor in the event of destruction by act of God or other cause.

5. It is the understanding and agreement of the parties hereto that the Lease creates a clear "Net" lease obligation, whereby Lessee agrees to bear all expenses and make all payments consistent with the principal of the "Net" lease. Lessee hereby assumes and agrees to perform all duties and obligations with respect to the Premises, any improvements placed thereon, and appurtenances thereto, and with respect to the use, operation, repair, and maintenance thereof.
6. Lessee agrees that in the use of the Premises or in the use of any property used in connection with the 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 Premises or property.
7. The Americans with Disabilities Act (ADA) prohibits discrimination based on disability. Lessee covenants to comply with the provisions of the Americans with Disabilities Act and provide necessary documentation to their compliance efforts as required by the Commissioners on the Disabled Office of the Disabled.
8. From and after the date of execution of this Lease, both parties shall comply with all laws, ordinances, regulations, and orders of Federal, State, County and Municipal authorities pertaining to the Premises and any improvements and operations thereon. Lessee does not contemplate entering into any service contract pertaining to the leased premises. If Lessee enters into any service contract then said contract shall include the provision of Section 6.20.030 .
9. In the event that all or any portion of the Premises is needed for any municipal purpose, Lessor shall have the right to modify or terminate this Lease prior to the expiration of its term, and to enter upon and take possession of the Premises and any improvements thereon. Lessee agrees to vacate all or a portion of the Premises as shall be needed for

such municipal purpose upon one hundred eighty (180) days prior written notice to lessee as set forth in Section 13 of this Lease. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such modification or termination.

10. If at any time during the term of this Lease, Lessee is found to be in violation of this Lease, Lessor shall have the right to enter upon and take possession of the Premises and any improvements thereon and to terminate the Lease prior to the expiration of its term. Default shall occur if Lessee shall fail to use and operate the Site and any improvements placed thereon in accordance with this Lease or if Lessee shall fail to remedy any breach of the provisions of this Lease within twenty (20) days after receipt by Lessee of written notice from Lessor that a breach of the provisions of this Lease has occurred. In such case of default, Lessor may declare the Lease terminated and order Lessee to discontinue operations and vacate the Premises. Lessee agrees and covenants to vacate the Premises fully and completely upon 180 days notice to Lessee of such termination.
11. Upon expiration of the term of this Lease, or in the event Lessor tenders notice pursuant to this Lease, Lessee agrees and covenants, at Lessor's written request, to return the Premises at Lessee's sole and exclusive cost and expense, to the same or like condition as was present on the Commencement Date of this Lease.
12. All notices to be given shall be in writing, and deposited in the United States Mail, certified, postage prepaid, as follows:

If to Lessee: Sun Ministries, Inc.
 1515 Newhouse Ave.
 Saint Louis, Missouri 63107
 Attn: Dr. Terry M. Goodwin

If to Lessor: Comptroller's Office
1520 Market St. Room 3005
Saint Louis, Missouri 63103
Attn: Real Estate Section

With a copy to: City Counselor
Room 314, City Hall
Saint Louis, Missouri 63103

or to such other addresses as either party may later designate

13. Lessor, during the term of this Lease, shall reserve unto itself the right to monitor the programs established and operated by Lessee at Premises through its auditing department, or any other City or non-City agency with necessary expertise in such matters. At all times during the term of this Lease, Lessor specifically retains the right of access to all portions of the Premises and any improvements of any kind placed thereon.
14. Lessee shall deliver to Lessor at least once a year during the term of this Lease a financial and progress report concerning the full operation of the facility, in scope and form satisfactory to the Comptroller of the City of Saint Louis.
15. Both parties agree that Lessee is not an agent or employee of Lessor with respect to its acts or omissions.
16. No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this Lease nor shall any consent by Lessor to any assignment of said Premises or any part thereof, be held to waive or release any assignee from any of the conditions or covenants contained in this Lease as against such assignee; every such assignee shall expressly be subject to the covenants contained in this Lease.
17. The covenants and agreements contained herein shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural; the plural, the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertaking

shall be joint and several. Notwithstanding the aforementioned provisions, Lessee may not sublease the Premises nor may the Premises be used by Lessee's successors or assigns for any purpose other than those delineated in Section 2 of this Lease during the full term of this Lease, unless the Board of Estimate and Apportionment of the City of Saint Louis provides Lessee with written approval of such a sublease or amended exclusive purposes. No modifications or changes shall be made to this Lease unless the same are made in writing and signed by all parties to this Lease. All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the land and shall be attached to and binding upon the administrators, successors, legal representatives, and assigns of each of the Parties of this Lease.

18. It is mutually stipulated and agreed by and between the Parties hereto that this instrument contains the whole agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises, or understandings not expressed herein, and that there are no collateral agreements, stipulations, promises, or undertakings whatsoever upon the respective parties in any way touching the subject matter of this contract which are not expressly contained in this instrument.
19. If any one or more of the terms, provisions, covenants or conditions of this Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the binding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Lease shall be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. This Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day and year first written above.

LESSOR
City of St. Louis

LESSEE
Sun Ministries, Inc.

BY: _____
Darlene Green
Comptroller

BY: _____
Dr. Terry M. Goodwin
Executive Director

Attest

Approved as to legal form:

Parrie L. May
Register

Michael A. Garvin
City Counselor