

Summary

Board Bill Number 168

Primary Sponsor: Alderwoman Marlene Davis

December 4, 2020

This Ordinance authorizes the Assignment and Assumption of Interest in Lease Agreement AL-230 and Consent of The City of St. Louis between Spire CNG, Inc. and Spire Missouri Inc.

BOARD BILL NUMBER 168 INTRODUCED BY: ALDERWOMAN MARLENE E. DAVIS

1 An Ordinance recommended and approved by the Board of Estimate and Apportionment
2 authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the
3 "City"), owner and operator of St. Louis Lambert International Airport® (the "Airport"), to enter into
4 and execute on behalf of the City the "Assignment and Assumption of Interest in Lease Agreement
5 AL-230 and Consent of The City of St. Louis ("Assignment Agreement") between Spire CNG Inc.,
6 f/k/a Laclede Venture Corp., a Missouri Corporation ("Assignor"), and Spire Missouri Inc., a
7 Missouri Corporation ("Assignee"), whereby the City consents to the assignment by Assignor, to
8 Assignee all of Assignor's right, title and interest in the Lease Agreement AL-230, between the City
9 and Assignor, dated February 5, 2013; said Assignment Agreement was approved by the Airport
10 Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof, and its terms
11 are more fully described in Section One of this Ordinance; containing a severability clause; and
12 containing an emergency clause.

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

14 **SECTION ONE.** The Director of Airports and the Comptroller of The City of St. Louis (the
15 "City"), owner and operator of St. Louis Lambert International Airport® (the "Airport") are hereby
16 authorized and directed to enter into and execute on behalf of the City the "Assignment and
17 Assumption of Interest In Lease Agreement AL-230 and Consent of The City of St. Louis"
18 ("Assignment Agreement") between Spire CNG Inc., f/k/a Laclede Venture Corp., a Missouri
19 Corporation ("Assignor"), and Spire Missouri Inc., a Missouri Corporation ("Assignee"), whereby

20 the City consents to the assignment by Assignor, to Assignee all of Assignor’s right, title and interest
21 in the Lease Agreement AL-230, between the City and Assignor, dated February 5, 2013; the
22 Assignment Agreement was approved by the Airport Commission, and is to read in words and figures
23 substantially as set out in **ATTACHMENT “1”**, which is attached hereto and made a part hereof.

24 **SECTION TWO.** The sections or provisions of this Ordinance or portions thereof are
25 severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid
26 by a court of competent jurisdiction, such holding will not invalidate the remaining sections or
27 provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance
28 are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional
29 or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have
30 enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or
31 provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete
32 and incapable of being executed in accordance with the legislative intent.

33 **SECTION THREE.** This being an Ordinance for the preservation of public peace, health,
34 or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the
35 City’s Charter and will become effective immediately upon its approval by the City’s Mayor.

**ASSIGNMENT AND ASSUMPTION OF INTEREST IN
LEASE AGREEMENT AL-230
AND CONSENT OF THE CITY OF ST. LOUIS
(PUBLIC ACCESS COMPRESSED NATURAL GAS FUELING STATION)**

THIS ASSIGNMENT AND ASSUMPTION OF INTEREST AND CONSENT OF THE CITY OF ST. LOUIS (the “**Agreement**”) is entered into the ____ day of _____, 2021 by and between The City of St. Louis, owner and operator of St. Louis Lambert International Airport® (“**City**”), Spire CNG Inc. f/k/a Laclede Venture Corp., a Missouri Corporation (“**Assignor**”), and Spire Missouri Inc., a Missouri Corporation (“**Assignee**”).

WITNESSETH:

WHEREAS, City and Assignor entered into that certain Lease Agreement for a Public Access Compressed Natural Gas (CNG) Fueling Station, Agreement No. AL-230 dated February 5, 2013 (“**Lease Agreement**”) with respect to the construction and operation of a public access CNG fueling facility located on property owned and operated by the City, to wit: approximately 50,000 square feet of space on Cypress Road in Bridgeton, Missouri;

WHEREAS, Assignor wishes to sell its rights and interest under the Lease Agreement to Assignee on or around November 25, 2020 (“**Closing**”);

WHEREAS, Assignor and Assignee desire to enter into this Agreement in order for Assignor to assign to Assignee all of its right and interest in, to and under the Lease Agreement and for Assignee to assume all of Assignor’s right and interest in, to and under the Lease; and

WHEREAS, under Article X of the Lease Agreement, Assignor and Assignee must obtain the City’s written consent to the assignment and the City is willing to consent to the assignment on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Assignor and Assignee agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by this reference.
2. **Closing.** Assignee shall notify the City of the Closing in accordance with the Notice provisions of the Lease Agreement. The City’s consent to this Assignment shall be null and void if the Closing does not occur prior to December 31, 2020.
3. **Assignment and Assumption.** Assignor does hereby assign the Lease Agreement and all of its right and interest in the Lease Agreement to Assignee. Assignee does hereby expressly assume and agree to be bound by and to perform and comply with, for the benefit of the City, each and every obligation and liability of Assignor under or in connection with the Lease Agreement. Notwithstanding anything to the contrary contained herein or in the Lease Agreement,

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Assignor shall remain responsible for any obligations and liabilities accrued on or prior to the Closing, and Assignee shall assume all obligations and liabilities after the Closing.

4. **St. Louis' Consent.** City hereby consents to Assignor's assignment of all of its rights and interest in the Lease Agreement to Assignee.

5. **Subsequent Assignments.** This Agreement will not constitute a consent to any subsequent assignment and will not relieve Assignee or any person claiming under or through Assignee of the obligation to obtain the consent of the City, to the extent required under the Lease Agreement, to any future assignment.

6. **Warranties.** Assignor hereby covenants and warrants to the City that Assignee is the only assignee of the Lease Agreement.

7. **Waiver.** Except as explicitly set forth herein, nothing contained herein will be deemed or construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions contained in the Lease Agreement.

8. **Binding Effect.** This Agreement will not be valid or binding on the City unless and until it is executed by all of the parties to this Agreement. The effective date of this Agreement will be the last date a party to this Agreement signs this Agreement.

9. **No Other Modifications.** Except as modified herein, the Lease Agreement remains unchanged and is in full force and effect.

10. **Defined Terms.** All capitalized terms not defined herein will have the meaning ascribed to them in the Lease Agreement.

11. **Counterparts.** This Agreement may be executed in multiple identical counterparts and when taken together shall constitute one and the same instrument, and it will constitute sufficient proof of this Agreement to present any copy, copies, electronic copies or facsimiles signed by the parties hereto.

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IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement as of the last date written below.

**SPIRE CNG INC.
ASSIGNOR:**

By: _____

Title: _____

Date: _____

**SPIRE MISSOURI INC.,
ASSIGNEE:**

By: _____

Title: _____

Date: _____

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Attachment Number 1**

THE CITY OF ST. LOUIS, THE OWNER AND OPERATOR OF ST. LOUIS LAMBERT INTERNATIONAL AIRPORT:

Authorized by City Ordinance NO. _____, approved _____, 202_.

THE CITY OF ST. LOUIS:

BY: _____
Commission Chairperson Date
and Director of Airports

COUNTERSIGNED BY:

Comptroller Date
The City of St. Louis

APPROVED AS TO FORM BY:

City Counselor Date
The City of St. Louis

ATTESTED TO BY:

Register Date
The City of St. Louis

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FISCAL NOTE

Preparer's Name Rochelle Pruitt

Phone Number or Email Address (will be available publicly) rapruitt@flystl.com

Bill Sponsor Alderwoman Marlene Davis_____

Bill Synopsis:	Consent of Assignment and Assumption
Type of Impact:	N/A Revenue Agreement
Agencies Affected:	Airport Authority

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 cost over the current adopted city budget? _____ Yes __X__ No.
- A capital improvement project that requires funding not approved in the current adopted 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

- If yes, explain the impact and the estimated cost:

- 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			
Additional Revenue			
Net			
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures			
Additional Revenue			
Net			

- 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

○ If yes, by whom? _____ .