

## *St. Louis City Ordinance 62972*

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 63

INTRODUCED BY ALDERMAN JoAnne Wayne , Phyllis Young , Mary Ross , Daniel M. Gruen , Francis G. Slay , Geraldine Osborn , Kenneth Jones , Irving C. Clay, Jr.

An ordinance amending Ordinance 59200 approved April 24, 1984 which authorized a lease of 290 feet of mooring rights on the Improved Public Wharf and the Lease Agreement contained therein by repealing and modifying certain paragraphs of Section One and enacting in lieu thereof new paragraphs or modifications of paragraphs containing the same subject matter, ratifying certain actions taken, ratifying the terms of the Lease Agreement, authorizing and directing the Mayor and Comptroller to execute an Amendment to Lease Agreement and containing an emergency clause.

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

SECTION ONE: Ordinance 59200 approved April 24, 1984 and the Lease Agreement are hereby amended by Lessor and Lessee agreeing and acknowledging that the first extension option under Paragraph 2 of the Lease Agreement is hereby deemed to have been exercised by Lessee in a timely fashion and the term of the Lease Agreement shall continue accordingly.

SECTION TWO: The Mayor and the Comptroller are hereby authorized and directed to enter into and execute, on behalf of the City of St. Louis an Amendment of Lease Agreement for the purpose of amending the Lease Agreement dated September 7, 1984 between the City of St. Louis and St. Louis Concessions, Inc.

SECTION THREE: The Amendment of Lease Agreement to be executed on behalf of the City shall be substantially in the following form:

### AMENDMENT OF LEASE AGREEMENT

The Lease Agreement, dated September 7, 1984, by and between THE CITY OF ST. LOUIS, MISSOURI, a municipal corporation (the "Lessor") and ST. LOUIS CONCESSIONS, INC., a Missouri corporation (the "Lessee") is hereby amended this \_\_\_\_ day of \_\_\_\_\_, 1993.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated September 7, 1984, as approved by Ordinance No. 59220 (the "Lease Agreement"), whereby Lessor did lease, let, and rent to Lessee certain mooring rights, which said mooring rights are described in the Lease Agreement;

WHEREAS, The Lessor and Lessee are desirous of amending the Lease Agreement to allow the operation of gambling games thereunder by Lessee and to amend other related terms and conditions thereof; and

WHEREAS, The Lessor has adopted Ordinance No. \_\_\_\_, \_\_\_\_\_. 199\_, authorizing the Amendment of Lease Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Lease Agreement as follows:

The second sentence of Paragraph 1 of the Lease Agreement is hereby amended by inserting therein the phrase ", a vessel for the operation of gambling games; provided, however, that Lessee shall terminate all heliport operations upon all or any portion of any parcel or mooring area leased by Lessee hereunder upon the commencement of any gaming operations by Lessee."

And by modifying the first sentence of Paragraph 6 of the Lease Agreement by inserting therein the following phrase ", a vessel for the operation of gambling games; provided, however, that Lessee shall terminate all heliport operations upon all or any portion of any parcel or mooring area leased by Lessee hereunder upon the commencement of any gaming operations by Lessee. In the event that Lessee's entire business is not operating for any reason for any period beyond one year, this Lease shall be forfeited."

And by repealing Paragraph 7 of the Lease Agreement in its entirety.

And by modifying the first sentence of Paragraph 8 of the Lease Agreement by adding at the end thereof ", or Lessee has applied for a gambling game license for its present location and has failed to obtain same after exhausting all its remedies."

And by repealing the paragraph added to Paragraph 1 of the Appendix "A" to the Lease Agreement, and enacting in lieu thereof, the following:

At any time Lessee operates gambling games on any vessel occupying the space leased hereunder pursuant to any law of the State of Missouri ( "Missouri

Gaming Law"), Lessee agrees to pay to the Port Authority Commission of the City of St. Louis, in addition to the annual base rent paid to Lessor hereunder, a sum (the "gaming rental") equal to seven percent (7%) of the "adjusted gross receipts" received by Lessee; provided, however, the gaming rental shall be adjusted (higher or lower) to be equal to the gaming rental rates and terms actually charged on any other vessel in the central riverfront Area on which gambling games are operated. "Adjusted gross receipts" shall mean the gross receipts from licensed gambling games and devices less winnings paid to wagerers. Notwithstanding any term to the contrary set forth in this Lease Agreement, Lessor and Lessee agree that the gaming rental shall not be subject to adjustment or renegotiation; provided, however, in the event Lessee desires to amend the Lease, Lessor and Lessee agree that the gaming rental may be subject to readjustment or renegotiation.

And by adding to Paragraph 13 of Appendix "A" to the Lease Agreement the following:

"Provided, however, that notwithstanding the foregoing, and without such approval, Lessee shall have the right to assign this Lease (whether directly, by operation of law or otherwise) or sublet all or any part of the leased premises to a related entity (a transfer of the Lease from a corporation to a related entity resulting from the assignment of all of the corporation interests of such corporation to such related entity, and the subsequent or simultaneous transfer of the Lease to such related entity as a result of the dissolution and/or liquidation of the corporation, shall be deemed to be an assignment for this purpose), or to change its entity structure or change the person or persons who as of May 1, 1992 owned a majority of the voting shares of stock of Lessee or Lessee's direct or indirect parent's voting shares of stock as the result of a merger into or consolidation with another corporation, partnership or other entity, or as the result of any transfer(s) by gift (which shall be deemed to include any sale or other transfer to any lineal descendants of such majority stockholder or his spouse, or any trusts for the benefit of such descendants) or inheritance, or as the result of a public offering of stock where the Lessee or a corporation which controls Lessee will be a reporting company under the Securities and Exchange Act of 1934. As used in this Paragraph, "related entity" shall include any subsidiary, parent and sister corporations, partnerships, or other entities which control, are controlled by or are under common control with Lessee. If approved, all parts of the Lease are binding on sublessor or assigns."

And by repealing Paragraph 14 of Appendix "A" to the Lease Agreement in its entirety. There is hereby added to Section 19 of the Appendix A thereof to of the Lease Agreement the following: Section 19A:

A. There is hereby established an oversight committee of the Board of Aldermen, being the Committee of Transportation and Commerce of the "Board of Aldermen" for the 1993-94 Session, which shall have and is hereby given the authorization and authority to investigate and inquire into compliance by lessee with the provisions of this ordinance and to the same and similar degree to insure the enforcement authority of the Lease is being properly complied with; said Committee shall and is hereby given the power of subpoena as the same is specifically authorized as a power of a Committee of the Board of Aldermen by the Charter of the city of St. Louis, and as the same is further authorized by the Rules of the Board of Aldermen, (Rule 18 and Appendix E thereof). The Committee so designated as the oversight committee shall be revitalized at any subsequent session of the Board of Aldermen by the adoption of a resolution authorizing said reactivation by a vote of the majority of the Aldermen voting thereon. If in said resolution of revitalization of the oversight committee it shall designate a different committee of the board than previously had jurisdiction of said function, then in that event the committee as so designated shall thereafter be designed as the oversight committee.

During any session of the Board of Aldermen any committee may and shall be discharged from any such further exercise of any jurisdiction as an oversight committee by the adoption of a resolution authorize said oversight committee to be transferred to another committee of the Board of Aldermen, if said resolution authorizing said transfer obtains two-thirds (2/3) of the membership present at a meeting voting therein.

B. (i) The utilization of qualified Minority Business Enterprises and qualified Women Business Enterprises is by the terms of this lease intended by both Lessor and Lessee to be used at all phases of the management of this lease in contracting or sub-contracting for all supplies, of whatever kind or description used by lessee in the conduct and furtherance of its business.

B. (ii.) as a reference point, at least 25% of all work or supplies contracted for or employees hired by lessee shall be minorities, and in addition 10% of said suppliers or employees shall be reserved for the participation of women.

C. (iii.) The policy oversight committee is directed to insure that the maximum utilization of qualified Minority Business Enterprises and qualified Women's Business Enterprises be achieved by Lessee's during the term of said lease; that

in the lessee's employment practices it seeks to achieve the recommended hiring, retention and promotion of qualified members of the minority community and a fair and representative number of women employees, and that such stated goals of employment shall run to all employment practices within the table of organization of employees by lessee.

C. (IV) Lessee reserves the right to determine whether a particular employee or supplier is qualified to be engaged by Lessee.

C. (V) A Lessee's good faith efforts to meet the above goals may include, but are not limited to, such items, as the following:

1. Attended pre-employment meetings if any are scheduled by interested parties to discuss employment or supply needs.
2. Advertised in general circulation trade association and socially and economically disadvantaged business-directed media concerning the minority opportunities.
3. Provided written notice to a reasonable number of specific Minorities Business Enterprises that their interest in supplying lessee with services is sufficient to warrant their participation.

Except as amended hereby, the Lease Agreement and all of the terms, covenants, and conditions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Amendment of Lease Agreement is executed this day and year first above written.

ST. LOUIS CONCESSIONS, INC.

By: \_\_\_\_\_

President

Attest:

\_\_\_\_\_  
Secretary

THE CITY OF ST. LOUIS

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Freeman Bosley, Jr., Mayor

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Virvus Jones, Comptroller

SECTION FOUR: This Ordinance, being necessary for the immediate preservation of the public health, safety and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Section 20, of the Charter of the City of St. Louis, and as such shall take effect immediately upon its approval by the Mayor.

<b>Legislative History</b>				
<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
<b>05/14/93</b>	<b>05/14/93</b>	<b>T&amp;C</b>		
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
<b>06/25/93</b>			<b>07/01/93</b>	<b>09/24/93</b>
<b>ORDINANCE</b>	<b>VETOED</b>		<b>VETO OVR</b>	
<b>62972</b>				