

St. Louis City Ordinance 64210

FLOOR SUBSTITUTE

BOARD BILL NO. [97] 232

INTRODUCED BY ALDERMAN ROBERT RUGGERI

An ordinance authorizing and directing the Mayor and Comptroller of the City of Saint Louis to execute a lease of City-owned property, located in City Block 3998-D to the Saint Louis Public Schools Gateway Institute of Technology for a period of twenty-five (25) years; and containing an emergency clause.

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into the following Lease of City-owned property located in City Block 3998-D, as more fully described in such Lease, for purposes of operating an outdoor classroom/nature area, as set forth in such Lease, which is attached hereto as Exhibit A.

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

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1997, 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, hereinafter referred to as Lessor, and The Saint Louis Public Schools Gateway Institute of Technology, whose address is 5101 McRee Avenue, St. Louis, Missouri, hereinafter referred to as Lessee.

WITNESSETH:

WHEREAS, There does exist certain property owned by the City of St. Louis situated in Block 3998-D, which is adjacent to Lessee's school facility, to wit:

The north part of Lots E through M in Block 8 of Sublette's Subdivision and in Block 3998-D of the City of Saint Louis, as more fully depicted on the attached plat marked Exhibit A. Said tract contains 4.5 acres, more or less.

hereinafter to be referred to as the "subject property", and

WHEREAS, Subject property currently is vacant and unused by the City of St. Louis, and

WHEREAS, Lessee has submitted a proposal whereby it desires to lease and to use said subject property as an outdoor classroom/nature area.

NOW, THEREFORE, in accordance with the covenants and agreements herein contained, the parties hereto hereby obligate themselves as follows: The City of St. Louis, Lessor, lets unto Lessee the above legally described real property for a period of 25 years, commencing on the ____ day of _____, 1997 and ending on the ____ day of _____, 2022, 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, and other valuable considerations as heretofore set forth in this agreement.

2. The use of the subject property let hereunder shall be for the sole and exclusive purpose of education and associated nature activities. Lessee is hereby granted the right to undertake all activities contemplated by and incidental to said exclusive purposes.

3. Possession of the demised premises shall be given to Lessee by Lessor upon full execution of this agreement by both parties hereto. **LESSEE AGREES AND COVENANTS TO TAKE THE SUBJECT PROPERTY IN "AS IS" CONDITION.** Lessee acknowledges that City has made no representations, warranties, or statements regarding the condition of the subject property, any improvements thereon, or the suitability of the subject property for the use contemplated by Lessee and described in Section 2 of this agreement. Lessee states that it has inspected the subject property and improvements thereon, finds their current condition satisfactory and suitable to its needs, and accepts them under this agreement in "AS IS" condition.

4. The Lessee shall provide, during the full tenure of this lease, the following services:

a. All necessary repairs and renovations to the subject property 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. Additionally and specifically, Lessee agrees to provide Lessor with reasonable access to the property and any improvements placed thereon and Lessee agrees to maintain any and all roads on the subject property.

b. All utilities necessary to operation of demised premises. Lessee shall be completely, solely, and exclusively responsible for all efforts and resulting costs associated with providing initial set-up of utility services to the subject property and any improvements placed thereon, and agrees to pay any fees or costs incurred as a result of making such utilities available to the subject property. Lessee agrees and covenants to pay all costs and fees of utilities once services are provided to the property and improvements thereon, in accordance with Section 10 of this agreement.

c. All custodial and security services, grass cutting, and snow removal.

5. Lessee shall at all times during the term of this agreement maintain at 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 subject property, 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 demised premises under the terms of this agreement. Lessee shall be fully and completely responsible, during the full term of this agreement, for any destruction to the subject property 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 subject property unfit or unusable by Lessee, Lessee may, at its option, terminate this agreement upon 90-day written notice to the Comptroller. 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.

6. The Comptroller of the City of St. Louis, upon review of the information made available to Lessor pursuant to this agreement, shall be empowered to terminate this lease in accordance with the default, breach and/or termination provisions set forth in this Agreement.

7. 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 subject property and any improvements and operations thereon.

8. Both parties agree that Lessee is not an agent or employee of Lessor.

9. 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 subject property.

10. It is the understanding and agreement of the parties hereto that this 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 subject property, any improvements placed thereon, and appurtenances thereto, and with respect to the use, operation, repair, and maintenance thereof, even though such duties and obligations would otherwise be construed to be those of the Lessor. Lessee shall pay any real property taxes and assessments levied during the term hereof by the state or any municipality and levied upon the subject property and any improvements and Lessee shall pay all such taxes and assessments before same become delinquent. Lessor shall forward to Lessee any bills received by Lessor for such taxes and any notices received by Lessor with respect to the assessment upon the subject property and any improvements thereon.

11. 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 subject property nor may the subject property be used by Lessee's successors or assigns for any purpose other than those delineated in Section 2 of this agreement during the full term of this lease agreement, unless the Lessor, through its Comptroller, 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.

12. If the subject property is required by the Lessor for any municipal purpose, Lessor shall have the right to enter upon and take possession of the subject property and any improvements thereon and to terminate this Lease prior to the expiration of its term. Lessee agrees and covenants to vacate the subject property fully and completely upon 90 days notice of such termination by Lessor to Lessee.

13. All notices to be given shall be in writing, be deposited in the United States Mail, certified with return receipt requested, postage prepaid, as follows:

If to Lessee: Gateway Institute of Technology
5101 McRee Avenue
Saint Louis, Missouri 63110

If to Lessor: City of St. Louis Comptroller's Office
Real Estate Section
Room 311, City Hall
St. Louis, Missouri 63103

w/copy to: City Counselor
Room 314, City Hall
St. Louis, Missouri 63103

or to such other addresses as either party may later designate.

14. Upon expiration of the term of this agreement, or in the event Lessor tenders notice pursuant to Section 12 of this agreement, Lessee agrees and covenants at Lessor's written request, to return the subject property 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.

15. This agreement 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 on the day and year first written above.

LESSEE Saint Louis Public Schools Gateway Institute of Technology

By: _____

Name: _____

Title: _____

Approved as to legal form: _____

Thomas J. Ray

Deputy City Counselor

LESSOR City of Saint Louis

By: _____

Darlene Green Comptroller

By: _____

Clarence Harmon

Mayor

Attest:

Rita Krapf City Register

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
10/31/97	10/31/97	W&M		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
11/07/97			11/14/97	11/14/97
ORDINANCE	VETOED		VETO OVR	
64210				