

**BOARD BILL # 59 INTRODUCED BY ALDERWOMAN LYDA KREWSON**

1 An ordinance recommended by the Airport Commission and the Board of Estimate and  
2 Apportionment authorizing and directing the Director of Airports and the Comptroller of The City  
3 of St. Louis ("City") to enter into and execute on behalf of the City a Restated and Amended Lease  
4 Agreement Northern Tract Site (AL-020) (the "Lease Agreement") substantially in the form as set  
5 out in ATTACHMENT "1" to this Ordinance, which is attached hereto and incorporated herein,  
6 between the City, the owner and operator of Lambert-St. Louis International Airport® ("Airport"),  
7 which is located in St. Louis County, Missouri, and Bi-National Gateway Terminal, LLC, a limited  
8 liability company organized and existing under the laws of the State of Missouri ("Lessee"),  
9 granting to the Lessee the right to occupy and use the "Leased Premises" consisting of  
10 approximately 61.10 acres and improvements thereon commonly known as the "Northern Tract  
11 Site", which is more fully described in Section 201 and EXHIBIT "A" and EXHIBIT "B" of the  
12 Lease Agreement, in order to: a) demolish any existing improvements that are not retained  
13 improvements, b) construct new improvements in order to accommodate international cargo  
14 enterprises and other air cargo operations and distribution facilities, c) develop and operate a fixed  
15 base operator facility, and d) perform all operations and functions that are incidental or necessary to  
16 such use and development or authorized in the Lease Agreement, subject to and in accordance with  
17 the provisions of the Lease Agreement; authorizing and directing the Mayor, the Comptroller, the  
18 Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and  
19 employees of the City, with the advice of the Director of Airports, to enter into and execute on  
20 behalf of the City and in the City's best interest any attendant or related documents, agreements,  
21 permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the  
22 terms set forth in the Lease Agreement, and/or deemed necessary to preserve and protect the City's

1 interest, and/or to take such actions as may be necessary or appropriate in connection with the  
2 consummation of the transactions contemplated herein; providing that the provisions set forth in this  
3 Ordinance will be applicable exclusively to the agreements, documents, permits, and instruments  
4 approved or authorized by this Ordinance; and containing a severability clause and an emergency  
5 clause.

6 **WHEREAS**, The City of St. Louis (“City”) is the owner and operator of Lambert-St. Louis  
7 International Airport® (“Airport”);

8 **WHEREAS**, the City and Bi-National Gateway Terminal, LLC, a limited liability company  
9 organized and existing under the laws of the State of Missouri (“Lessee”), entered into Lease  
10 Agreement Northern Tract Site AL-286, dated June 24, 2015 and authorized by Ordinance 69991,  
11 which the parties now wish to amend by way of a Restated and Amended Lease Agreement  
12 Northern Tract Site AL-020 (the “Lease Agreement”); and

13 **WHEREAS**, the Board of Aldermen hereby determines the Lease Agreement is  
14 acceptable and that the execution, delivery and performance by the City and Lessee of their  
15 respective obligations under the Lease Agreement are in the best interests of the City, its  
16 residents, the Airport, and the traveling public.

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

18 **SECTION ONE.** The Board of Aldermen hereby adopts the foregoing recitals, which  
19 are incorporated herein by this reference, as findings.

20 **SECTION TWO.** The Director of Airports and the Comptroller of The City of St. Louis  
21 (“City”) are hereby authorized and directed to enter into and execute on behalf of the City a Restated  
22 and Amended Lease Agreement Northern Tract East Site AL-020 (the “Lease Agreement”)  
23 substantially in the form as set out in **ATTACHMENT “1”** to this Ordinance, which is attached

1 hereto and incorporated herein, between the City, the owner and operator of Lambert-St. Louis  
2 International Airport® (“Airport”), which is located in St. Louis County, Missouri, and Bi-National  
3 Gateway Terminal, LLC, a limited liability company organized and existing under the laws of the  
4 State of Missouri (“Lessee”), granting to the Lessee the right to occupy and use the “Leased  
5 Premises” consisting of approximately 61.10 acres and improvements thereon commonly known as  
6 the “Northern Tract Site”, which is more fully described in Section 201 and EXHIBIT “A” and  
7 EXHIBIT “B” of the Lease Agreement, in order to: a) demolish any existing improvements that are  
8 not retained improvements, b) construct new improvements in order to accommodate international  
9 cargo enterprises and other air cargo operations and distribution facilities, c) develop and operate a  
10 fixed base operator facility, and d) perform all operations and functions that are incidental or  
11 necessary to such use and development or authorized in the Lease Agreement, subject to and in  
12 accordance with the provisions of the Lease Agreement.

13 **SECTION THREE.** The Mayor, the Comptroller, the Register, the City Counselor, the  
14 Director of Airports, and other appropriate officers, agents, and employees of the City, with the  
15 advice of the Director of Airports, are hereby authorized and directed to enter into and execute on  
16 behalf of the City and in the City’s best interest any attendant or related documents, agreements,  
17 permits, amendments, affidavits, releases, certifications, or instruments deemed necessary to  
18 effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect the  
19 City’s interest, and/or to take such actions as may be necessary or appropriate in connection with the  
20 consummation of the transactions or agreements contemplated herein.

21 **SECTION FOUR.** The terms, covenants, and conditions set forth in this Ordinance are  
22 applicable exclusively to the agreements, documents, permits and instruments approved or  
23 authorized by this Ordinance and are not applicable to any other existing or future agreements,

1 documents, permits, or instruments unless specifically authorized by an ordinance enacted after the  
2 effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict  
3 with this Ordinance will be of no force or effect as to the agreements, documents, permits, and  
4 instruments approved or authorized by this Ordinance.

5 **SECTION FIVE.** The sections or provisions of this Ordinance or portions thereof are  
6 severable. In the event that any section or provision of this Ordinance or portion thereof is held  
7 invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections  
8 or provisions of this Ordinance unless the court finds the valid sections or provisions of this  
9 Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal,  
10 unconstitutional or ineffective section or provision that it cannot be presumed that the Board of  
11 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional  
12 or ineffective sections or provisions; or unless the court finds that the valid sections or provisions,  
13 standing alone, are incomplete and incapable of being executed in accordance with the legislative  
14 intent.

15 **SECTION SIX.** This being an Ordinance providing for public peace, health, and safety,  
16 it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of St. Louis'  
17 Charter and shall become effective immediately upon its approval by the Mayor of the City.