BOARD BILL # 232 INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG, ALDERMEN KENNETH ORTMANN, AND MATT VILLA

An ordinance recommended by the Port Authority Commission of the City of St. Louis to repeal Ordinance 58408 and authorizing and directing the Mayor and the Comptroller to enter into a lease agreement between the City of St. Louis and S.I. Warehousing, Co. Inc., d/b/a Archway Fleeting & Harbor Service for the following real property on the Unimproved Public Wharf for a period of ten (10) years commencing on the date of execution with three (3) five (5) year options, in substantially the form attached hereto and incorporated by reference herein as Exhibit I and containing an emergency clause:

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

SECTION ONE. The provisions of Ordinance 58408 are hereby repealed.

SECTION TWO. The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to enter into a lease agreement with S.I. Warehousing, Co. Inc., d/b/a Archway Fleeting & Harbor Service, a Missouri Corporation, (hereinafter called "Lessee") for a period of ten (10) years with three (3) five (5) year options commencing on the date of execution, in substantially the form attached hereto and incorporated by reference herein as Exhibit 1, providing for the use by Lessee of the following portions of the Unimproved Public Wharf:

<u>Parcel No. 1</u>
Along the public wharf, beginning at the south right-of-way line of MacArthur Bridge and extending southward 130 linear feet.

<u>Parcel No. 2</u>
Beginning at the point of intersection of the Eastward prolongation of the North right-of-way line of Bates Street and the Western bank of the Mississippi River, thence southward 2,600 linear feet.

Parcel No. 3

Beginning at a point being the Northern line of the Eastward prolongation of Walsh Street with the Western bank of the Mississippi River, thence Northwardly 130 feet to the point of beginning, thence Northwardly 450 feet.

Parcel No. 4

Beginning at a point being the Northern line of the Eastward prolongation of River Bluff Place with the Western bank of the Mississippi River, thence Northwardly 100 feet to the point of beginning thence Northwardly 25 feet.

Parcel No. 5

Beginning at a point being the Northern line of Eastward prolongation of Itaska Street and the Western bank of the Mississippi River thence Northwardly 300 feet.

SECTION THREE. Passage of this ordinance being necessary for the immediate preservation of public peace, health, safety, and general welfare of the residents of the City of St. Louis, 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.

Exhibit 1

LEASE AGREEMENT

This Agreement made and entered into as of the _____ day of _____, 2006, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller and S.I. Warehousing, Co. Inc., d/b/a Archway Fleeting & Harbor Service, a Missouri Corporation, (hereinafter called "Lessee").

WITNESSETH:

1. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to the Lessor, and the mutual covenants and agreements herein contained, the Lessor hereby leases and lets to said Lessee the following described mooring privileges, to wit:

Parcel No. 1

Along the public wharf, beginning at the south right-of-way line of MacArthur Bridge and extending southward 130 linear feet.

Parcel No. 2

Beginning at the point of intersection of the Eastward prolongation of the North right-of-way line of Bates Street and the Western bank of the Mississippi River, thence southward 2,600 linear feet.

Parcel No. 3

Beginning at a point being the Northern line of the Eastward prolongation of Walsh Street with the Western bank of the Mississippi River, thence Northwardly 130 feet to the point of beginning, thence Northwardly 450 feet.

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Beginning at a point being the Northern line of the Eastward prolongation of River Bluff Place with the Western bank of the Mississippi River, thence Northwardly 100 feet to the point of beginning thence Northwardly 25 feet.

Parcel No. 5

Beginning at a point being the Northern line of Eastward prolongation of Itaska Street and the Western bank of the Mississippi River thence Northwardly 300 feet.

2. This Agreement shall be for a period of ten (10) years, beginning on the ____ day of _____, 2006, and terminating on the ____ day of _____, 20____, with three (3) five (5) year mutual options, each option to be exercised with the mutual consent of the Lessee and the Lessor's Port Authority Commission and Board of Public Service. Lessee must give six (6) months written notice to the Comptroller, Room 212, City Hall, St. Louis, Missouri 63103, prior to the expiration of this agreement or any extension thereof, if Lessee wishes to exercise an option to extend the term for an additional five (5) year period.

3. For the rights and privileges herein granted, the Lessee agrees to pay the Lessor the following rental:

An annual rental of Fifty One Thousand Two Hundred Sixty Dollars and Sixty Two Cents ($51,260.62).

The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A" STANDARD PROVISIONS, LEASES OF WHARF LAND AND MOORING RIGHTS", which is attached hereto and made a part hereof.

4. The above area shall be used only for the purpose of fleeting barges as a public fleeting operation and a maintenance facility for the Lessee's equipment; for mooring and fleeting of boats, barges and other watercraft used in the transportation of general commodities; for installing, maintaining and using of tying and mooring facilities; for transferring commodities to and from loading docks and to and from land based transportation facilities, storage tanks, and rail spurs; and, for all other purposes necessary or incidental to commercial water transportation.

5. All notices and other communications provided for hereunder shall be in writing and shall be delivered or mailed, by certified mail, return receipt requested, to the following addresses:

If to Lessee:

S.I. Warehousing, Co. Inc.
1441 Hampton Avenue
St. Louis, Missouri 63139
Attention: Glen T. Slay

If to Lessor:

The City of St. Louis
Room 200, City Hall
1200 Market Street
St. Louis, Missouri 63103

With a copy to:

The Port Authority Commission of the City of St. Louis
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101
Attention: Nick Nichols

6. All other matters governing this lease as well as rents are set forth in said APPENDIX "A".

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease Agreement.

LESSEE:	LESSOR:
S.I. WAREHOUSING, CO. INC.	THE CITY OF ST. LOUIS

By: _____ _____

Mayor

ATTEST: _____

Comptroller

ATTEST:

_____

City Register

APPROVED AS TO FORM, ONLY:

_____

City Counselor

STATE OF MISSOURI)

) SS

CITY OF ST. LOUIS)

On this ____ day of _____, 2006, before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement on behalf of the City of St. Louis under the authority of Ordinance No. _____ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the City and State aforesaid the day and year first above written.

_____

Notary Public

My Commission Expires:

(SEAL)

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ____ day of _____, 2006, before me, a Notary Public in and for the City of St. Louis, appeared _____ who, being by me sworn, did say that he is _____ of S.I. Warehousing, Co., Inc., and that said Lease Agreement was signed in behalf of said corporation by authority of instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed by official seal in the City and State aforesaid the day and year first above written.

_____

Notary Public

My Commission Expires:

(SEAL)