

1 **BOARD BILL #65**

2 **INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG**
3 **AND ALDERMAN KENNETH ORTMANN**

4 An ordinance recommended by the Port Authority Commission of the City of St. Louis to
5 repeal Ordinances 52380, 57934, 57982, and 62295 and authorizing and directing the Mayor and
6 the Comptroller to enter into a lease agreement between the City of St. Louis and Slay Bulk
7 Terminals, Inc. for the following real property on the unimproved Public Wharf for a period of
8 twenty five (25) years commencing on the date of execution, in substantially the form attached
9 hereto and incorporated by reference herein as Exhibit 1:

10 Area I

11 That part of the Unimproved Wharf situated East of the East Right-of-Way line of the
12 Flood Control Project and North of a line parallel to and Twenty Feet (20')
13 perpendicularly distant Southwardly from the Easterly extension of the North Line of
14 vacated Barton Street and extending Northwardly approximately One Thousand Six
15 Hundred Feet (1,600') to Station 65 as indicated on Drawing 385-12254 United States
16 Army Engineering District, St. Louis, but excluding M.S.D. easement of Six Thousand
17 (6,000) Square Feet at the pumping station at Trudeau Street. A total area of Two
18 Hundred Twenty Six Thousand Seven Hundred Fifty (226,750) Square Feet. Mooring
19 privileges from Station 74+10 as indicated on Drawing 385-12254 United States Army
20 Engineering District, St. Louis, Southwardly to the North Line of Victor Street One
21 Thousand Six Hundred Thirty Feet (1,630'). Including the right of egress and ingress
22 over an easement Forty Five Feet (45') wide from the riverbank West to the Floodwall
23 road, along the South Line of Barton Street.

24 Area II

25 A tract of land east of the wharf line and described more particularly as follows:
26 Commencing at the intersection of the East Right-of-Way Line of the Flood Control
27 Project and North Line of vacated Barton Street formerly 66 feet wide; thence South 70
28 degrees 02 minutes 55 seconds East on said North Line of Barton Street 22.06 feet;
29 thence South 19 degrees 57 minutes 05 seconds West 20 feet on a line perpendicular to
30 said North Line of Barton Street to a point on a line parallel to and 20 feet Southerly of
31 said North Line of Barton Street and being the true point of beginning; thence continuing
32 South 19 degrees 57 minutes 05 seconds West on said perpendicular line 40 feet to a
33 point in a line 60 feet Southerly and parallel to said North Line of Barton Street; thence at
34
35

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1 an angle right of 90 degrees 148.00 feet South 70 degrees 02 minutes 55 seconds East
2 along said parallel line to a point; thence at an angle right of 90 degrees North 19 degrees
3 57 minutes 05 seconds East 40 feet to a point in a line 20 feet Southerly and parallel to
4 said North Line of Barton Street; thence at an angle of 90 degrees North 70 degrees 02
5 minutes 55 seconds West 148.00 feet along said parallel line to the true point of
6 beginning and containing approximately 5,920 square feet.
7

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

9 **SECTION ONE.** The provisions of Ordinances 52380, 57934, 57982, and 62295 are
10 hereby repealed.

11 **SECTION TWO.** The Mayor and Comptroller of the City of St. Louis are hereby
12 authorized and directed to enter into a lease agreement with Slay Bulk Terminals, Inc. for a
13 period of twenty five (25) years commencing on the date of execution, in substantially the form
14 attached hereto and incorporated by reference herein as Exhibit 1, providing for the use by
15 Lessee of the following portions of the unimproved Public Wharf:

16 Area I

17 That part of the Unimproved Wharf situated East of the East Right-of-Way line of the
18 Flood Control Project and North of a line parallel to and Twenty Feet (20')
19 perpendicularly distant Southwardly from the Easterly extension of the North Line of
20 vacated Barton Street and extending Northwardly approximately One Thousand Six
21 Hundred Feet (1,600') to Station 65 as indicated on Drawing 385-12254 United States
22 Army Engineering District, St. Louis, but excluding M.S.D. easement of Six Thousand
23 (6,000) Square Feet at the pumping station at Trudeau Street. A total area of Two
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28 over an easement Forty Five Feet (45') wide from the riverbank West to the Floodwall
29 road, along the South Line of Barton Street.
30

31 Area II
32

1 A tract of land east of the wharf line and described more particularly as follows:
2 Commencing at the intersection of the East Right-of-Way Line of the Flood Control
3 Project and the North Line of vacated Barton Street formerly 66 feet wide; thence South
4 70 degrees 02 minutes 55 seconds East on said North Line of Barton Street 22.06 feet;
5 thence South 19 degrees 57 minutes 05 seconds West 20 feet on a line perpendicular to
6 said North Line of Barton Street
7 to a point on a line parallel to and 20 feet Southerly of said North Line Barton Street and
8 being the true point of beginning; thence continuing South 19 degrees 57 minutes 05
9 seconds West on said perpendicular line 40 feet to a point in a line 60 feet Southerly and
10 parallel to said North Line Barton Street; thence at an angle right of 90 degrees 148.00
11 feet South 70 degrees 02 minutes 55 seconds East along said parallel line to a point;
12 thence at an angle right of 90 degrees North 19 degrees 57 minutes 05 seconds East 40
13 feet to a point in a line 20 feet Southerly and parallel to said North Line of Barton Street;
14 thence at an angle of 90 degrees North 70 degrees 02 minutes 55 seconds West 148.00
15 feet along said parallel line to the true point of beginning and containing approximately
16 5,920 square feet.
17

18 **SECTION THREE.** Passage of this ordinance being necessary for the immediate
19 preservation of public peace, health, safety, and general welfare of the residents of the City of St.
20 Louis, shall be and is hereby declared to be an emergency measure within the meaning of
21 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this
22 ordinance shall take effect immediately upon its passage and approval by the Mayor.
23

24 **Exhibit 1**

25 **LEASE AGREEMENT**

26 This Lease Agreement made and entered into as of the ____ day of _____, 2005,
27 by and between the City of St. Louis, a Municipal Corporation of the State of Missouri,
28 hereinafter called Lessor, through its Mayor and Comptroller and Slay Bulk Terminals, Inc., a
29 Missouri Corporation, hereinafter called Lessee.
30

31 **WITNESSETH:**
32

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Alderman Kenneth Ortman

1 1. In and for consideration of the rents to be paid by Lessee to the Lessor, as hereinafter set
2 forth, and the mutual covenants and agreements herein contained, the Lessor hereby leases and
3 lets to said Lessee the following described areas ("Leased Area") and mooring privileges, to-wit:
4

5 Area I
6

7 That part of the Unimproved Wharf situated East of the East Right-of-Way line of the
8 Flood Control Project and North of a line parallel to and Twenty Feet (20')
9 perpendicularly distant Southwardly from the Easterly extension of the North Line of
10 vacated Barton Street and extending Northwardly approximately One Thousand Six
11 Hundred Feet (1,600') to Station 65 as indicated on Drawing 385-12254 United States
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17 Thousand Six Hundred Thirty Feet (1,630'). Including the right of egress and ingress
18 over an easement Forty Five Feet (45') wide from the riverbank West to the Floodwall
19 road, along the South Line of Barton Street.
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21 Area II
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23 A tract of land east of the wharf line and described more particularly as follows:
24 Commencing at the intersection of the East Right-of-Way Line of the Flood Control
25 Project and the North Line of vacated Barton Street formerly 66 feet wide; thence South
26 70 degrees 02 minutes 55 seconds East on said North Line of Barton Street 22.06 feet;
27 thence South 19 degrees 57 minutes 05 seconds West 20 feet on a line perpendicular to
28 said North Line of Barton Street to a point on a line parallel to and 20 feet Southerly of
29 said North Line Barton Street and being the true point of beginning; thence continuing
30 South 19 degrees 57 minutes 05 seconds West on said perpendicular line 40 feet to a
31 point in a line 60 feet Southerly and parallel to said North Line Barton Street; thence at
32 an angle right of 90 degrees 148.00 feet South 70 degrees 02 minutes 55 seconds East
33 along said parallel line to a point; thence at an angle right of 90 degrees North 19 degrees
34 57 minutes 05 seconds East 40 feet to a point in a line 20 feet Southerly and parallel to
35 said North Line of Barton Street; thence at an angle of 90 degrees North 70 degrees 02
36 minutes 55 seconds West 148.00 feet along said parallel line to the true point of
37 beginning and containing approximately 5,920 square feet.
38

39 2. This Agreement shall be for a period of twenty-five (25) years, beginning the ____ day
40 of _____, 2005, and terminating on the ____ day of _____, 2030.
41

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1 3. For the rights and privileges herein granted, the Lessee agrees to pay the Lessor an
2 annual base rent of Fifty Seven Thousand Eight Hundred Sixty Six Dollars and Seventy Four
3 Cents (\$57,866.74), payable quarterly in advance.
4

5 4. The Base Rent to be paid to the Lessor for the rights and privileges leased hereunder for
6 the Leased Area and mooring privileges shall be subject to adjustments as provided by, and
7 under the terms and conditions set forth in "Appendix A Standard Provisions, Leases and Wharf
8 Land and Mooring Rights," which is attached hereto and made a part hereof.
9

10 5. The river frontage of the Leased Area described above shall be used exclusively by
11 Lessee for installing, maintaining and using storage tanks, structures and facilities involving or
12 incidental to the transportation, handling and storage of general commodities. The mooring
13 rights of the Leased Area described above shall be used for the construction, launching and dry-
14 docking of all types of water craft; for the maintenance, housing, repairing and servicing of such
15 vessels; for dealing in accessories and supplies used in connection with the uses above specified;
16 for mooring and fleeting of boats, barges and other watercraft used in the transportation of
17 general commodities; for installing, maintaining and using of tying and mooring facilities; for
18 transferring commodities to and from loading docks and to and from land based transportation
19 facilities, storage tanks, and rail spurs; and, for all other purposes necessary or incidental to
20 commercial water transportation.
21

22 6. Lessee shall not enter into any sublease, assignment, management agreement or other
23 form of agreement which in substance allows the Leased Area to be used by another person or
24 business entity without the express written consent of the Port Commission and the Board of
25 Public Service of the City of St. Louis, which consent shall not be unreasonably withheld.
26

27 7. All notices and other communications provided for hereunder shall be in writing and
28 shall be delivered or mailed, by certified mail, return receipt requested, to the following
29 addresses:
30

31 If to Lessee:

32
33 Slay Bulk Terminals, Inc.
34 1441 Hampton Avenue
35 St. Louis, Missouri 63139
36 Attention: Glen T. Slay
37

38 If to Lessor:

39
40 The City of St. Louis City
41 Room 200, City Hall
42 1200 Market Street

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1 St. Louis, Missouri 63103
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8 With a copy to:
9

10 The Port Authority of the City of St. Louis City
11 1015 Locust Street, Suite 1200
12 St. Louis, Missouri 63101
13 Attention: Nick Nichols
14

15 8. All other matters governing this Lease as well as rents are set forth in said Appendix
16 "A".
17

18 IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this
19 Lease Agreement.
20

21 **LESSEE:**

LESSOR

22
23 **SLAY BULK TERMINALS, INC.**
24

CITY OF ST. LOUIS, MISSOURI

25 **By:** _____
26 **Glen T. Slay, President**
27

28 **Francis G. Slay, Mayor**
29

30 **Darlene Green, Comptroller**
31

32 **ATTEST:**
33 _____
34

ATTEST:

35 **City Register**
36

APPROVED AS TO FORM ONLY:
37

38 **City Counselor**
39
40
41
42

Notary Public

1
2 My Commission Expires:
3
4
5 (SEAL)
6
7