

BOARD BILL #139 CS

Introduced by Alderwoman Phyllis Young

1 An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis
2 to enter into a Lease Agreement with JM Management, LLC, to lease property located in
3 City Block 516 of the City of St. Louis, for a period of Ten (10) years, and for the purposes
4 of conducting operations of the City of Saint Louis Board of Election Commissioners, and
5 containing an emergency clause.

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

7 **SECTION ONE.** The Mayor and Comptroller of the City of St. Louis are hereby authorized
8 and directed to enter into the following Lease of property located in City Block 516, as more
9 fully described in such Lease Agreement, for purposes of conducting operations of the City
10 of Saint Louis Board of Election Commissioners, as set forth in such Lease Agreement,
11 which is attached hereto as Exhibit A.

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

Date: 10/31/2008

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Board Bill # 139 CS Sponsor: Alderwoman Phyllis Young

Exhibit A

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made as of this 1st day of December 2008, between JM Management, LLC, a Missouri limited liability company, formerly The Old Post Dispatch Building Renovation Company, LLC, whose address is 18 South Central, Saint Louis, Missouri (the "Landlord"), and the City of Saint Louis, a Missouri municipal corporation whose address is 1200 Market Street, Saint Louis, Missouri (the "Tenant").

WITNESSETH:

WHEREAS, that Landlord, for and in consideration of the rents, and upon and subject to the other terms, covenants, and conditions hereinafter mentioned and hereby agreed to be paid, kept and performed by Tenant, its successors and assigns, has demised and leased to Tenant, and Tenant leased, hired and took from Landlord certain real property described as:

An area comprising approximately 28,177 rentable square feet of space, located on the building first floor, mezzanine, and second floor, as described in Exhibit "A" (Exhibit "A" is hereby incorporated herein and made a part of this Agreement as if fully set out) in the building known as the Old St. Louis Post Dispatch Building which is located at 300 N. Tucker Blvd., St. Louis, Missouri 63101, (the "Building"), together with ten (10) assigned passenger car parking spaces (hereinafter, the demised space and the aforementioned parking spaces are collectively referred to as the "Premises").

To have and to hold the same, subject to the conditions herein contained, for the sole and exclusive purpose of conducting operations of the City of Saint Louis Board of Election Commissioners, or other legal municipal purpose of Tenant. The Premises shall be used by the St. Louis City Board of Election Commissioners as its principal office for conducting public elections in the City of St. Louis, for maintaining the equipment and staff needed to conduct such elections, for training additional election personnel, for service in dealing with elections, and for use by citizens and the general public who would visit the Premises.

NOW, THEREFORE, Landlord and Tenant (the "Parties"), for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do covenant, agree, and stipulate as follows:

1. The Parties agree that the term (the "Term") of the Agreement shall be: For the Premises described above and in Exhibit A, which is attached hereto and incorporated herein as if fully set out, the Term shall be for a period of ten (10)

years, commencing on the 1st day of December 2008, and ending on the 30th day of November 2018, subject to the terms and conditions set forth in this Agreement.

2. From and after the 1st day of December 2008 until the 30th day of November 2018, Tenant shall pay Landlord, subject to annual appropriation, annual rent in the amount of Two Hundred Forty-Nine Thousand Eight Hundred Dollars (\$249,800.00) paid in advance in monthly installments due the beginning of each month. Annual rent shall be adjusted every two (2) years on the anniversary date, by that amount which equals the percentage of increase in the last Consumer Price Index of the U.S. Bureau of Labor Statistics (All Items Index for the United States) issued immediately prior to the beginning of the period.
3. Landlord shall pay water and sewer charges attendant to operations of the Building and the Premises and all other additional maintenance and/or utility charges relating to the Building in general. Tenant shall pay steam, gas, and electric charges attendant and relating exclusively to its use of the Premises. Additionally, Landlord shall have the following duties for work or other steps to be taken by the dates stated below. Failure to complete the work stated by the due date shall constitute a breach of the Lease.
 - A. Work to be completed by no later than December 31, 2008:
 1. Landlord to replace carpeted areas with building standard carpet. Tenant may select color. Landlord to install VCT tile in locations as directed by Tenant.
 2. Painted walls will be painted with one coat. Damaged walls will be repaired and two coats of paint will be used.
 3. First floor bathrooms will be remodeled. Other bathrooms will be deep cleaned, ceilings repainted, new wallpaper installed, along with new stall partitions, light covers, sink handles, and exhaust fans.
 4. Landlord will repair the east exterior entrance to facilitate voting cart loading and unloading.
 5. Landlord will make elevator doors on floors 1, 2, and the basement user friendly and easier to open and close.
 6. Landlord will update the second floor entrance from the parking garage.
 7. Landlord will repair and upgrade the duct-work to directors' front offices where needed.

8. Landlord will demolish demising wall separating Tenant from new first floor.
 9. Increase the number of reserved parking spaces covered by the lease from 6 to 10.
 10. Adjust "push" weights on lobby doors in order to comply with ADA (see attached).
 11. For all leased space, clean all supply-air and return air registers, grills and air devices.
 12. For all leased space, replace all damaged and missing ceiling tiles.
 13. For all leased space, provide and wall mount 20 lb fire extinguishers as required by code. Provide signage to indicate fire extinguisher locations.
 14. For all leased space, review existing fire alarm/sprinkler systems. Insure lease space is in compliance with fire code.
 15. Operations storage room, repair pipe insulation.
- B. Work to be completed in 6th year of lease by no later than March 31, 2014:
1. At year 6 of the Lease Agreement, paint offices/common areas as directed by BOE staff.
4. The parties agree that Landlord will coordinate timely and in good faith all work with the Election Board staff to insure that the work is scheduled in advance and performed to minimize disruption of the election authority in its prime duty to serve the citizens of St. Louis in providing a professional and efficient election process.
 5. This Agreement is not assignable, nor shall the Premises or any part thereof be sublet, used, or permitted to be used for any purpose other than above set forth without the written consent of Landlord, which consent shall not be unreasonably withheld. Any such assignment or subletting with said written consent of Landlord shall not operate to release Tenant from its fulfillment of the covenants and agreements herein contained, nor authorize any subsequent assignment or subletting without Landlord's written consent.
 6. Upon prior written permission of Landlord, said permission to be reasonably given, Tenant shall provide at its sole expense all necessary repairs and renovations to the Premises, including any awnings or signs, deemed desirable by Tenant. During the Term of this Agreement, Tenant shall use reasonable diligence in the care and protection of the Premises to preserve the condition of water pipes, sewer drains,

heating apparatus, and sprinkler system. Tenant agrees to the best of its ability to keep the Premises in good order and repair, free from any nuisance or filth upon or adjacent thereto. Tenant covenants that it will follow all laws and regulations applicable to the Premises, and not to use or permit the use of the same or any part thereof for any purposes forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of the Premises.

7. Landlord shall be responsible to maintain, replace and repair all roof and structural needs, all heating, ventilating and air conditioning equipment and systems, all general passageways and all elevator and stairway systems and components, and all plumbing and electrical systems. Landlord shall keep the elements for which it has such responsibility in full compliance at all times with all applicable governmental codes and regulations and safety requirements. Landlord shall maintain the temperature and environmental controls within the building and within the Premises fit for business and public use at all times. Landlord shall be responsible for repair or replacement of street-side doors and windows and for the main lobby area.
8. Landlord or its representative may enter upon the Premises during reasonable hours upon reasonable notice for the purpose of examining the condition thereof and making repairs as Landlord may see fit to make. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, at all times during the Term of this Agreement.
9. Any of the following shall be deemed a "default" under this Agreement.
 - A. If Tenant fails to pay amounts due under this Agreement within thirty (30) days after such payments are overdue, if Tenant, upon ten (10) days prior written notice from Landlord fails to pay.
 - B. If either party fails to observe or perform its obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the thirty-day (30-day) period.
10. Except as otherwise provided herein, this Agreement may be terminated without any penalty or further liability as follows.
 - A. Upon ten (10) days written notice in the event of a default as defined in this Agreement.
 - B. It is expressly understood and agreed by the parties hereto that this Agreement and all obligations of Tenant hereunder are subject to annual appropriation by Tenant's Board of Aldermen, the lack, or decrease of more than 50% of which appropriation shall cause this Agreement to terminate and

be of no further force or effect, but in no event shall such termination cause or result in any liability to Tenant's General Revenue Fund.

- C. In the event the destruction of the Premises by act of God or any other cause renders the Premises unfit or unusable by Tenant, Landlord shall have the right to restore the Premises within ninety (90) days, delays beyond the control of Landlord excepted. During the period of repair, Tenant's rent shall abate in whole or in part depending upon the extent to which such damage shall deprive Tenant of the use of said Premises for the normal purposes of Tenant's business. If said Premises are not restored within said time it shall be optional with either party hereto to cancel this lease, and in such case, rent shall be prorated as of the date of destruction of the Premises, with that portion unused refunded to Tenant.
11. Upon expiration of the Term of this Agreement, or in the event Tenant and/or Landlord tenders notice of termination pursuant to the terms of this Agreement, Tenant agrees and covenants to vacate the Premises fully and completely upon thirty (30) days notice of such termination by Landlord to Tenant. Tenant further agrees and covenants, at Landlord's written request and subject to appropriation as set forth in this Agreement, to return the Premises, at Tenant's sole expense, to the same or like condition as was present on the commencement date of this Agreement, reasonable wear and tear excepted.
12. All notices given shall be in writing and shall be deemed given if personally delivered or deposited in the United States mail, Certified with Return Receipt Requested, or sent by courier, as follows:
- If to Landlord: Jerome E. Glick
JM Management, LLC
18 South Central
Saint Louis, Missouri 63105
- If to Tenant: City Comptroller
Attn: Real Estate Manager
1200 Market Street, Room 311
Saint Louis, Missouri 63103
- w/copy to: City Counselor
1200 Market Street, Room 314
Saint Louis, Missouri 63103
13. No waiver of forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture or breach of any condition of this Agreement, nor shall any consent by Landlord to any assignment or subletting of the Premises or any part thereof be held to waive or release any assignee or sublessee from any of

the foregoing conditions or covenants as against any such assignee or sublessee, but every such assignee and sublessee shall be expressly subject thereto.

14. 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 undertakings shall be joint and several.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

TENANT

LANDLORD

CITY OF SAINT LOUIS

JM MANAGEMENT, LLC

BY: _____
Darlene Green
Comptroller

BY: _____
H. Meade Summers
Member

Approved as to legal form:

Attest:

City Counselor

City Register