

Summary

Board Bill Number 46

Sponsored by Alderman Rasheen Aldridge

Date: June 18, 2026

This Board Bill amends Ordinance 71302 and authorizes the execution of a First Amendment Lease Agreement between The City of St. Louis, Missouri (the “City”) and United Fruit and Produce Company (“Lessee”) for certain land at or near 5 Clinton Street under certain terms and conditions for a period of (5) years, at a rate of \$1,192.50 for the first year and increasing by three (3) percent each year thereafter, with three (3) mutual options to extend for five (5) additional years.

BOARD BILL NUMBER 46 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE

1 An Ordinance amending Ordinance No. 71302, which ordinance relates to an original Lease
2 Agreement dated January 1, 2021, between The City of St. Louis, Missouri (the “City”) and United
3 Fruit and Produce Company (“Lessee”), and authorizing the execution of a First Amendment to
4 Lease Agreement between the City and Lessee for certain land at or near 5 Clinton Street under
5 certain terms and conditions as set forth in the First Amendment, attached hereto as **Exhibit A**,
6 and containing a severability clause.

7 **WHEREAS**, the City, by Ordinance No. 71302, did lease to Lessee beginning on January
8 1, 2021 certain land at or near 5 Clinton Street; and

9 **WHEREAS**, the City and Lessee desire to enter into a First Amendment to Lease
10 Agreement for the first five (5) year mutual option under certain terms and conditions with a base
11 rent of \$1,192.50 for 2026 subject to a 3% annual adjustment as set forth in **Exhibit A** hereto.

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

13 **SECTION ONE.** Ordinance No. 71302 is hereby amended to provide for a First
14 Amendment to Lease Agreement with Lessee for certain land at or near 5 Clinton Street for a
15 period of five (5) years with three more five (5) year mutual options at a rate of \$1,192.50 for 2026
16 subject to a 3% annual adjustment as set forth in **Exhibit A** hereto.

17 **SECTION TWO.** The Board of Aldermen hereby approves, and the Mayor and
18 Comptroller are hereby authorized to execute, on behalf of the City, said First Amendment to
19 Lease Agreement.

20 **SECTION THREE.** The Mayor and Comptroller or their designated representatives are
21 hereby authorized to take any and all actions, and to execute and deliver for and on behalf of the
22 City any and all additional certificates, documents, agreements or other instruments, as may be

1 necessary and appropriate in order to carry out the matters herein authorized, with no such further
2 action of the Board of Aldermen necessary to authorize such action by the Mayor and Comptroller
3 or their designated representatives.

4 **SECTION FOUR.** The Mayor and Comptroller or their designated representatives, with
5 the advice and concurrence of the City Counselor and the Port Commission, are hereby further
6 authorized to make any changes to the documents, agreements and instruments approved and
7 authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary
8 and appropriate in order to carry out the matters herein authorized, with no such further action of
9 the Board of Aldermen necessary to authorize such changes.

10 **SECTION FIVE.** It is hereby declared to be the intention of the Board of Aldermen that
11 each and every part, section and subsection of this Ordinance shall be separate and severable from
12 each and every other part, section and subsection hereof and that the Board of Aldermen intends
13 to adopt each said part, section and subsection separately and independently of any other part,
14 section and subsection. In the event that any part, section or subsection of this Ordinance shall be
15 determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and
16 subsections shall be and remain in full force and effect, unless the court making such finding shall
17 determine that the valid portions standing alone are incomplete and are incapable of being executed
18 in accord with the legislative intent.

19 **SECTION SIX.** After adoption of this Ordinance by the Board of Aldermen, this
20 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over
21 her veto.

FISCAL NOTE 46
BOARD BILL NUMBER

Preparer's Name: James Morrow
 Contact Information: morrowj@stlouis-mo.gov
 Bill Sponsor: Alderman Rasheen Aldridge

Bill Synopsis:	This Board Bill amends Ordinance 71302 and authorizes the execution of a First Amendment Lease Agreement between The City of St. Louis, Missouri (the "City") and United Fruit and Produce Company ("Lessee") for certain land at or near 5 Clinton Street under certain terms and conditions for a period of (5) years, at a rate of \$1,192.50 for the first year and increasing by three (3) percent each year thereafter, with three (3) mutual options to extend for five (5) additional years.
Type of Impact:	None
Agencies Affected:	None

SECTION A
Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ___ Yes __X__ No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ___ Yes __X__ No
- A commitment of city funding in the future under certain specified conditions? ___ Yes __X__ No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ___ Yes __X__ No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ___ Yes __X__ No
- A capital improvement project that increases operating costs over the current adopted city budget? ___ Yes __X__ No

SECTION B

Does the bill require the construction of any new physical facilities? ___ Yes X No

o If yes, describe the facilities and provide the estimated cost:

Is the bill estimated to have a direct fiscal impact on any city department or office? ___ Yes X No

Does the bill create a program or administrative subdivision? ___ Yes X No

o If yes, then is there a similar existing program or administrative subdivision?

___ Yes ___ No

o If yes, explain the how the proposed programs or administrative subdivisions may overlap:

Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	N/A	N/A	N/A
Additional Revenue	N/A	N/A	N/A
Net	N/A	N/A	N/A
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	N/A	N/A	N/A
Additional Revenue	\$1,192.50	\$1,228.28	\$1,265.12
Net	\$1,192.50	\$1,228.28	\$1,265.12

- Describe any assumptions used in preparing this fiscal note:

Revenue values reflect lease payment amounts specified in the Board Bill. Pursuant to Section 21.36.040 of the City Code, the receiving fund will be the Port Development Fund for later appropriation requests by the Port Commission.

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

Lease Agreement Amendment, Section 21.36.040 of the City Code.

- Have the financial estimates of this bill been verified by the City Budget Division?

___ Yes X No

o If yes, by whom? _____ .

BOARD BILL NUMBER 46
EXHIBIT A

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment”) is entered into as of the 1st day of January, 2026 (“Effective Date”) by and among the **CITY OF ST. LOUIS, MISSOURI**, a constitutionally chartered city organized and existing under the laws of the State of Missouri (“Lessor”) and **UNITED FRUIT AND PRODUCE COMPANY**, a Missouri corporation (“Lessee”).

RECITALS:

WHEREAS, Lessee and Lessor are parties to that certain Lease Agreement dated as of the 1st day of January, 2021 (the “Lease Agreement”) for certain land described on **Exhibit A** attached hereto;

WHEREAS, on January 7, 2026, Lessee confirmed that it desired to exercise its first option to extend the term of the lease for an additional five (5) year period, attached as **Exhibit B**;

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease to reflect such extension and other changes to the Lease;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the parties, Lessor and Lessee hereby agree that the Lease is amended as follows:

1. Capitalized Terms. Except to the extent specifically defined herein, all capitalized terms set forth in this First Amendment shall have the meaning as defined in the Lease.
2. Incorporation of Recitals. The above recitals are hereby incorporated into this First Amendment as if fully set forth herein.
3. Extension of Term. The term of the Lease is hereby extended for five (5) years, that is from January 1, 2026 through December 31, 2030 (“Extension Term”).
4. Base Rent. Commencing on January 1, 2026, Lessee shall pay to Lessor the annual rent pursuant to the below schedule. Payment shall be paid in equal monthly installments on the first day of each month during the Extension Term in the same time, manner and place as set forth in the Lease. Annual rental shall increase by three percent (3%) annually in accordance with the following rent schedule:

Period	Annual Base Rental
January 1, 2026 – December 31, 2026	\$1,192.50
January 1, 2027 – December 31, 2027	\$1,228.28
January 1, 2028 – December 31, 2028	\$1,265.12
January 1, 2029 – December 31, 2029	\$1,303.08
January 1, 2030 – December 31, 2030	\$1,342.17

5. Amendment to Option Periods. The last two sentences of Section 4 of the Lease Agreement (“Option Periods”) are hereby removed and amended to read as follows:

The Port Authority shall notify Lessee in writing if the Lease will terminate at the expiration of the initial Term or current Option Period, as the case may be, or if the Port Authority will agree to extend the Term for an additional Option Period in accordance with the terms of this Lease and a Base Rent mutually acceptable to Lessee, the Port Authority, and Lessor’s Board of Public Service, provided however, the Port Authority and Lessor’s Board of Public Service shall not agree to a Base Rent which is not at least 3% more than the Base Rent of the last lease year of the prior Option Period and which does not increase by at least 3% each lease year. If Lessee, the Port Authority and Lessor’s Board of Public Service fail to agree upon a mutually agreeable Base Rent for the Option Period, the Lease will terminate at the expiration of the initial Term or current Option Term, as the case may be.

6. Renewal Options. The parties acknowledge and agree that Lessee has three (3) remaining additional five (5) year mutual options to renew the term of the Lease in accordance with the terms and conditions in the Lease.

7. Representations and Warranties. Lessee hereby represents and warrants that (i) Lessee is duly organized, validly existing and in good standing in accordance with the laws of the State under which it was organized; (ii) Lessee is authorized to do business in the State of Missouri; (iii) the individual(s) executing and delivering this First Amendment on behalf of Lessee has been properly authorized to do so, and such execution and delivery shall bind Lessee to its terms; and (iv) Lessee hereby ratifies acceptance of the leased premises, in its present “AS IS” condition, and acknowledges that Lessor has no obligation to construct or install any improvements within the leased premises.

8. Examination of First Amendment. Submission of this instrument for examination or signature to Lessee does not constitute a reservation or option, and it is not effective until execution by and delivery to both Lessor and Lessee.

9. Counterpart Execution. The parties acknowledge that this First Amendment may be executed in counterparts and exchanged by electronic mail transmission, and that the electronic mail copies of each party’s respective signature shall be binding as if the same were an original signature.

10. Incorporation. This First Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect.

[Remainder of Page Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective officers or officials.

LESSOR:

LESSEE:

The City of St. Louis

United Fruit and Packaging Company

By: _____
Cara Spencer, Mayor

By: _____
Name: _____

Title: _____

By: _____
Donna Baringer, Comptroller

ATTEST:

By: _____
Amber Simms, City Register

APPROVED AS TO FORM ONLY:

By: _____
Michael Garvin, City Counselor

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

On this _____ day of _____, 2026, before me personally appeared Cara Spencer, to me personally known or satisfactory proven, who, being by me duly sworn did say that she is the Mayor of the City of St. Louis and that she is authorized to execute this First Amendment on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledged 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 my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

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

On this _____ day of _____, 2026, before me personally appeared Donna Baringer, to me personally known or satisfactory proven, who, being by me duly sworn did say that she is the Comptroller of the City of St. Louis and that she is authorized to execute this First Amendment on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledged 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 my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

STATE OF _____)
) SS
C_____ OF _____)

On this ____ day of _____, 20__, before me appeared _____, to me personally known or satisfactorily proven, who, being by me duly sworn did say that s/he is the _____ of **United Fruit and Packaging Company**, a Missouri corporation, and that said instrument was signed in behalf of said entity, by authority of its _____; and acknowledged said instrument to be the free act and deed of said entity.

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

Notary Public

My Commission Expires: _____