

**ORDINANCE 71213**

**BOARD BILL NUMBER 74 INTRODUCED BY: ALDERWOMAN CHRISTINE INGRASSIA**

1           An ordinance approving the First Amendment to Soccer Stadium Redevelopment Plan and  
2 the First Amendment to Master Redevelopment Agreement; and authorizing and directing the  
3 taking of other actions and approval and execution of other documents as are necessary or desirable  
4 to carry out and comply with the intent hereof.

5           **WHEREAS**, pursuant to Ordinance Nos. 71109 and 71110, approved by the Board of  
6 Aldermen on February 28, 2020, the Board of Aldermen (a) approved the Soccer Stadium  
7 Redevelopment Plan (the “Original Redevelopment Plan”) pursuant to Chapter 353, RSMo.  
8 (“Chapter 353”) and the Land Clearance for Redevelopment Authority Law, Sections 99.300 to  
9 99.715, RSMo. (the “LCRA Law”) and (b) authorized the execution of a Master Redevelopment  
10 Agreement (the “Original Master Redevelopment Agreement”) among the City, the Land  
11 Clearance for Redevelopment Authority of the City of St. Louis (the “LCRA”) and TKFC LC (the  
12 “Redeveloper”); and

13           **WHEREAS**, in furtherance of the “Redevelopment Project” described in the Original  
14 Redevelopment Plan and the Original Master Redevelopment Agreement, the City, the LCRA and  
15 the Redeveloper desire to amend certain provisions related to property acquisition in (a) the  
16 Original Redevelopment Plan, as provided in the First Amendment to the Soccer Stadium  
17 Redevelopment Plan attached hereto as **Exhibit A**, and (b) the Original Master Redevelopment  
18 Agreement, as provided in the First Amendment to Master Redevelopment Agreement in  
19 substantially the form of **Exhibit B** attached hereto;

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

21           **SECTION ONE.** The Board of Aldermen hereby approves the First Amendment to the  
22 Soccer Stadium Redevelopment Plan attached hereto as **Exhibit A**. The Board of Aldermen

1 further finds that the First Amendment to the Soccer Stadium Redevelopment Plan is necessary  
2 for the implementation of the Redevelopment Project.

3         **SECTION TWO.** The Board of Aldermen hereby finds and determines that it is necessary  
4 and appropriate for the City to enter into the First Amendment to Master Redevelopment  
5 Agreement in substantially the form of **Exhibit B** attached hereto. The Mayor and the Comptroller  
6 are hereby authorized and directed to, on behalf of the City, execute the First Amendment to Master  
7 Redevelopment Agreement with such changes as may be hereinafter authorized. The Mayor or  
8 her designated representatives and the Comptroller or her designated representatives, with the  
9 advice and concurrence of the City Counselor, are hereby further authorized and directed to make  
10 any changes to the First Amendment to Master Redevelopment Agreement as may be consistent  
11 with the intent of this Ordinance and necessary and appropriate in order to carry out the matters  
12 herein authorized, with no further action of the Board of Aldermen necessary to authorize such  
13 changes made by the Mayor or her designated representatives or the Comptroller or her designated  
14 representatives. The Mayor's and the Comptroller's signatures on the First Amendment to Master  
15 Redevelopment Agreement shall constitute approval of any such changes.

16         **SECTION THREE.** The City shall, and the officials, agents and employees of the City  
17 are hereby authorized to, take such further action, and execute such other documents, certificates  
18 and instruments as may be necessary or desirable to carry out and comply with the intent of this  
19 Ordinance and to carry out, comply with and perform the duties of the City with respect to the  
20 First Amendment to the Soccer Stadium Redevelopment Plan and First Amendment to Master  
21 Redevelopment Agreement. The Mayor and the Comptroller are hereby authorized to execute all

1 documents or take any other actions on behalf of the City as may be required to carry out and  
2 comply with the intent of this Ordinance.

3 **SECTION FOUR.** If any section, subsection, sentence, clause, phrase or portion of this  
4 Ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of  
5 competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate,  
6 distinct and independent provision of this Ordinance, and such holding or holdings shall not affect  
7 the validity of the remaining portions of this Ordinance.

8 **SECTION FIVE.** After adoption of this Ordinance by the Board of Aldermen, this  
9 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over  
10 her veto.

**EXHIBIT A**

**FIRST AMENDMENT TO SOCCER STADIUM REDEVELOPMENT PLAN**

**EXHIBIT B**

**FIRST AMENDMENT TO MASTER REDEVELOPMENT AGREEMENT**

# BOARD BILL NUMBER 74

## FISCAL NOTE

Preparer's Name: St. Louis Development Corporation staff

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St. Louis Development Corporation  
(314) 657-3732  
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Bill Sponsor: Alderwoman Ingrassia

<b>Bill Synopsis:</b>	<p>This Board Bill approves amendments to the Soccer Stadium Redevelopment Plan and the Master Redevelopment Agreement relating to the development of the MLS soccer stadium. The amendments authorize eminent domain proceedings to acquire a parking lot that must be removed.</p> <p>Property acquisition for the soccer stadium is nearly complete. TKFC LC (the "Redeveloper") has acquired all of the property necessary for the construction of the stadium and related team facilities except for aforementioned parking lot. The Redeveloper has pursued acquisition of the parking lot by private negotiation for several months, including offers to identify and provide nearby replacement parking.</p>
<b>Type of Impacts:</b>	<p>This Board Bill is in furtherance of the Redeveloper's investment of more than \$500 million in the City to attract an expansion Major League Soccer franchise and construct a professional soccer stadium and related team facilities.</p>
<b>Agencies Affected:</b>	<p>No agencies are expected to be materially affected by the creation of the District.</p>

### SECTION A

#### Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget?  Yes  No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget?  Yes  No.

- A commitment of city funding in the future under certain specified conditions?  Yes  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  No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements?  Yes  No.
- A capital improvement project that increases operating costs over the current adopted city budget?  Yes  No.
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years?  Yes  No.

**BOARD BILL NUMBER 74  
EXHIBIT A**

**FIRST AMENDMENT TO THE  
SOCCER STADIUM REDEVELOPMENT PLAN**

**June 16, 2020**

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**Section E.2** of the Soccer Stadium Redevelopment Plan, as previously adopted by Ordinance Nos. 71109 and 71110, is hereby deleted in its entirety and replaced with the following:

**E.2 Property Acquisition**

This Redevelopment Plan anticipates that the Redeveloper will acquire all of the property within the Redevelopment Area, except Aloe Plaza West Park and certain City rights-of-way, in order to implement this Redevelopment Plan. With the approval and cooperation of the City, Aloe Plaza West Park may be improved at the sole expense of the Redeveloper (subject to potential reimbursement from a special taxing district created within the Redevelopment Area) in a manner complimentary to the Redevelopment Project; provided, however, that Aloe Plaza West Park shall remain a public park and the City shall own all improvements made to the park. As of June 16, 2020, the Redeveloper or its affiliates currently own or have contractual rights to acquire all the properties in the Redevelopment Area necessary for it to complete the redevelopment project except the property described in **Exhibit 1** to the First Amendment to the Soccer Stadium Redevelopment Plan dated June 16, 2020.

Upon the written request of the Redeveloper, and after good faith efforts by the Redeveloper to acquire such property by negotiation, the LCRA, pursuant to the LCRA Law and the terms of the Redevelopment Agreement, may initiate eminent domain proceedings to acquire fee title.

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**BOARD BILL NUMBER 74  
EXHIBIT A**

**EXHIBIT 1**

**REAL PROPERTY TO BE ACQUIRED**

A PARCEL OF GROUND BEING ALL OF LOTS 1 THRU 26 OF IN J.H. LUCAS & ANN L. HUNT'S ADDITION, RECORDED IN PLAT BOOK 5, PAGE 39, OF ST. LOUIS COUNTY, MISSOURI, RECORDER'S OFFICE, THE EASTERN 30.00 FEET OF VACATED TWENTY-FIRST STREET, 60 FEET WIDE, BY ORDINANCE 59863, THE NORTHERN 30.00 FEET OF VACATED CHESTNUT STREET, BY ORDINANCE 59863, AND A VACATED ALLEY, BY ORDINANCE 40758, IN BLOCK 905, ST. LOUIS MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERN LINE OF TWENTIETH STREET, 60 FEET WIDE WITH THE SOUTHERN LINE OF PINE STREET, 60 FEET WIDE; THENCE SOUTH 14 DEGREES 44 MINUTES 44 SECONDS WEST 263.79 FEET, ALONG THE WESTERN LINE OF SAID TWENTIETH STREET, TO THE CENTER LINE OF SAID VACATED CHESTNUT STREET, TO A POINT; THENCE NORTH 75 DEGREES 15 MINUTES 31 SECONDS WEST 366.78 FEET, ALONG THE CENTERLINE OF SAID VACATED CHESTNUT STREET, TO A POINT THE CENTERLINE OF SAID VACATED TWENTY-FIRST STREET; THENCE NORTH 14 DEGREES 44 MINUTES 44 SECONDS EAST 263.74 FEET, ALONG THE CENTERLINE OF SAID VACATED TWENTY-FIRST STREET, TO THE SOUTHERN LINE OF SAID PINE STREET, TO A POINT; THENCE SOUTH 75 DEGREES 16 MINUTES 01 SECONDS EAST 366.78 FEET, ALONG THE SOUTHERN LINE OF SAID PINE STREET, TO THE WESTERN LINE OF SAID TWENTIETH STREET, AND TO THE POINT OF BEGINNING AS PREPARED BY PITZMAN'S COMPANY.

**Board Bill Number 74**  
**Exhibit B**

**FIRST AMENDMENT TO MASTER REDEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO MASTER REDEVELOPMENT AGREEMENT** (this "*First Amendment*") is made and entered into as of \_\_\_\_\_, 2020, by and among **THE CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri and its charter (the "*City*"), the **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS**, a public body corporate and politic organized and existing under the laws of the State of Missouri (the "*Authority*"), and **TKFC LC**, a Missouri limited liability company (the "*Redeveloper*").

**RECITALS**

**A.** The City, the Authority and the Redeveloper are parties to that certain Master Redevelopment Agreement dated as of \_\_\_\_\_, 2020 (the "Original Master Redevelopment Agreement" and, as amended by this First Amendment, the "Agreement").

**B.** The City, the Authority and the Redeveloper desire to amend the Original Master Redevelopment Agreement as provided herein to incorporate the terms of the First Amendment to the Soccer Stadium Redevelopment Plan approved by Ordinance No. \_\_\_\_\_.

**AGREEMENT**

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1.** **Section 1.1** of the Original Master Redevelopment Agreement is hereby amended by revising the definition of "Condemnation Parcel" contained therein to read as follows:

*"Condemnation Parcel"* means the real property described on Exhibit 1 to the First Amendment to the Soccer Stadium Redevelopment Plan approved by Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2020.

**Section 2.** Pursuant to **Section 2.2(d)** of the Agreement, the Redeveloper hereby requests that the Authority initiate eminent domain proceedings to acquire the Condemnation Parcel. Upon satisfaction of the conditions set forth in **Section 2.2(d)(1)-(2)** of the Agreement, the Authority will initiate eminent domain proceedings for acquisition of the Condemnation Parcel in accordance with the terms of the Agreement.

**Section 3.** Pursuant to Section 99.430.1(10), RSMo., the Redeveloper hereby consents to the amendment of the Redevelopment Plan by the First Amendment to Soccer Stadium Redevelopment Plan.

**Section 4.** Except as amended hereby, the terms of the Original Master Redevelopment Agreement shall remain in full force and effect.

**Section 5.** This Amendment is executed in multiple counterparts, each of which shall constitute one and the same instrument.

**Section 6.** If any term or provision of this Amendment is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**Section 7.** Immediately after the execution of this Amendment and acquisition of the Property, the Redeveloper shall, at its expense, cause this Amendment (and the Original Master Redevelopment Agreement) to be recorded in the records of the Recorder of Deeds for the City of St. Louis and shall notify the Authority, in writing, of the date, book and page number of such recording.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the City, the Authority and the Redeveloper have caused this Agreement to be executed in their respective names and the City and the Authority have caused their respective seals to be affixed thereto, and attested as to the date first above written.

**THE CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Lyda Krewson, Mayor

By: \_\_\_\_\_  
Darlene Green, Comptroller

(SEAL)

Attest:

\_\_\_\_\_  
Dionne Flowers, City Register

Approved as to Form:

\_\_\_\_\_  
Julian Bush, City Counselor

**ACKNOWLEDGMENTS**

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

On this, the \_\_\_ day of \_\_\_\_\_, 2020, before me appeared **LYDA KREWSON**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of **THE CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

**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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in St. Louis City

My Commission Expires: \_\_\_\_\_

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

On this, the \_\_\_ day of \_\_\_\_\_, 2020, before me appeared **DARLENE GREEN**, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of **THE CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

**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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in St. Louis City

My Commission Expires: \_\_\_\_\_

**LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF THE CITY OF ST. LOUIS**

(SEAL)

By: \_\_\_\_\_  
Otis Williams  
Executive Director

ATTEST:

\_\_\_\_\_  
Assistant Secretary

APPROVED AS TO LEGAL FORM  
FOR THE AUTHORITY

\_\_\_\_\_  
Associate City Counselor

**ACKNOWLEDGMENT**

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

On this, the \_\_\_ day of \_\_\_\_\_, 2020, before me appeared **OTIS WILLIAMS**, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS**, a public body corporate and politic, and that he is authorized to sign the forgoing instrument on behalf said public body, and acknowledged that he executed said instrument as said public body's free act and deed.

**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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in St. Louis City

My Commission Expires: \_\_\_\_\_

**TKFC LC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

On this, the \_\_\_ day of \_\_\_\_\_, 2020, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he is the \_\_\_\_\_ of **TKFC LC**, a Missouri limited liability company,, and that (s)he is authorized to sign the forgoing instrument on behalf said company, and acknowledged that (s)he executed said instrument as said company’s free act and deed.

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in St. Louis City

My Commission Expires: \_\_\_\_\_