

## **SUMMARY**

### **Board Bill 160**

#### **Sponsored by Alderman Roddy**

1. On July 18, 2017, the City adopted Ordinance No. 70598 (Board Bill No. 70), which, among other things approved that certain Redevelopment Plan titled “Municipal Courts Building Hotel TIF Redevelopment Plan” dated March 23, 2017 concerning the redevelopment of the municipal courts buildings located at 1320 Market (the “Redevelopment Area”) and authorizing tax increment financing in connection therewith in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

2. On July 18, 2017, the City adopted Ordinance No. 70599, which authorized the execution of a Redevelopment Agreement (the “Agreement”) between the City and the Vertical Realty Advisors, LLC (the “Developer”). Section 3.4 of the Agreement did provide that the Developer shall complete or cause the completion of the project (absent any event of Force Majeure), not later than December 31, 2020.

3. This Board Bill authorizes the execution of an amendment to the Agreement, which extends deadline for the Developer to complete or cause the completion of the project (absent any event of Force Majeure) until June 30, 2021.

1 **BOARD BILL NUMBER 160 INTRODUCED BY ALDERMAN RODDY**

2 An Ordinance amending Ordinance No. 70599; approving and authorizing the execution  
3 of a redevelopment agreement between The City of St. Louis, Missouri and Vertical Realty  
4 Advisors, LLC; authorizing other related actions in connection with such agreement; and  
5 containing a severability clause.

6 **WHEREAS**, The City of St. Louis, Missouri (the “City”), is a body corporate and a  
7 political subdivision of the State of Missouri, duly created, organized and existing under and by  
8 virtue of its charter, the Constitution and laws of the State of Missouri; and

9 **WHEREAS**, the Board of Aldermen adopted, and on August 17, 2017, the Mayor  
10 approved Ordinance No. 70599, which Ordinance authorized the City to enter into a  
11 redevelopment agreement (the “Redevelopment Agreement”) with Vertical Realty Advisors, LLC  
12 (the “Developer”) with respect to the Redevelopment Project (as defined herein);

13 **WHEREAS**, Section 3.4 of the Redevelopment Agreement as authorized by the City  
14 provides that, the Developer shall substantially complete or cause the Work to be substantially  
15 complete, as those terms are defined therein, not later than June 30, 2021 absent any event of Force  
16 Majeure and not later than December 31, 2021 in the event of a delay caused by an event of Force  
17 Majeure; and

18 **WHEREAS**, the City has determined that it is necessary to amend Ordinance No. 70599  
19 to authorize the City to execute an Amendment to the Redevelopment Agreement, in order to  
20 amend the Redevelopment Agreement as it concerns the date by which the Work must be complete  
21 or substantially complete; and

1           **WHEREAS**, the City and the Developer desire to enter into a First Amendment to  
2 Redevelopment Agreement in substantially the form of **Exhibit A** attached hereto (the “First  
3 Amendment”) to provide additional time for the Developer to complete the Redevelopment  
4 Project; and

5           **WHEREAS**, the Board of Aldermen hereby determines that the terms of the First  
6 Amendment are acceptable and that the execution, delivery and performance by the City and the  
7 Developer of their respective obligations under the Redevelopment Agreement are in the best  
8 interests of the City and the health, safety, morals and welfare of its residents, and in accord with  
9 the public purposes specified in the TIF Act and the Redevelopment Plan.

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

11           **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and  
12 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the  
13 First Amendment by and between the City and the Developer, and the City Register is hereby  
14 authorized and directed to attest to the First Amendment and to affix the seal of the City thereto.  
15 The First Amendment shall be in substantially the form attached hereto as **Exhibit A**, with such  
16 changes therein as shall be approved by said Mayor and Comptroller executing the same and as  
17 may be consistent with the intent of this Ordinance and necessary and appropriate to carry out the  
18 matters herein authorized.

19           **SECTION TWO.** The Mayor and Comptroller of the City or their designated  
20 representatives are hereby authorized and directed to take any and all actions to execute and deliver  
21 for and on behalf of the City any and all additional certificates, documents, agreements or other  
22 instruments as may be necessary and appropriate in order to carry out the matters herein authorized,

1 with no such further action of the Board of Aldermen necessary to authorize such action by the  
2 Mayor and the Comptroller or their designated representatives.

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

10 **SECTION FOUR.** 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. If any part, section or subsection of this Ordinance shall be determined to  
15 be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall  
16 be and remain in full force and effect, unless the court making such finding shall determine that  
17 the valid portions standing alone are incomplete and are incapable of being executed in accord  
18 with the legislative intent.

19 **SECTION FIVE.** 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 his veto; *provided that* if, within ninety (90) days after the effective date of the Ordinance, the  
22 Developer has not (i) executed the First Amendment and (ii) paid all fees due to the City and the

1 St. Louis Development Corporation in accordance with the terms of the Redevelopment  
2 Agreement (as amended by the First Amendment), the provisions of this Ordinance shall be  
3 deemed null and void and of no effect and all rights conferred by this Ordinance on the Developer  
4 shall terminate, *provided further*, however, that prior to any such termination, the Developer may  
5 seek an extension of time in which to execute the Redevelopment Agreement from the Board of  
6 Estimate and Apportionment, which extension may be granted in the sole discretion of the Board  
7 of Estimate and Apportionment.

**Exhibit A**

**REDEVELOPMENT AGREEMENT**

**[Attached hereto]**

# BOARD BILL FISCAL NOTE

(Board Bill Number 160)

Preparer's Name: Robert Preston, SPENCER FANE LLP, attorney for Developer

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Bill Sponsor: Alderman Joe Roddy

**Bill Synopsis:** Approves execution of First Amendment to Redevelopment Agreement between the City of St. Louis and Vertical Realty Advisors, LLC allowing for the extension of the date for completion of the Municipal Courts TIF Project to June 30, 2021.

**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.
  
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years?  

\_\_\_\_ Yes  X  No.

**If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.**



**EXHIBIT A**  
**Board Bill Number 160**

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

This FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (“**Amendment**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the CITY OF ST. LOUIS, MISSOURI (“**City**”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and VERTICAL REALTY ADVISORS, LLC, a Missouri limited liability company (“**Developer**”). Capitalized terms used in this Amendment which are defined in the Agreement (as defined herein) shall have the same meanings as defined therein, unless otherwise defined herein.

**RECITALS**

A. Pursuant to Ordinance No. 70599 the City authorized the execution of a Redevelopment Agreement between the City and the Developer (the “**Agreement**”); and

B. Section 3.4 of the Agreement did provide that the Developer shall complete or cause the completion of the Work absent any event of Force Majeure, not later than December 31, 2020, as such terms are defined in the Agreement; and

C. Due to certain circumstances, additional time beyond that provided in the Agreement is required to complete the Work related to the Redevelopment Project, and the City acknowledges that it is in the best interests of the City and its residents for the general health, safety, morals and public welfare to provide Developer additional time within which to fulfill its obligation.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. Section 3.4 of the Agreement as originally executed is hereby amended to state that the Developer shall substantially complete or cause the Work to be substantially complete (as evidenced by the City’s acceptance or deemed acceptance of the Certificate of Substantial Completion) not later than June 30, 2021 absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in Section 7.5, the Developer shall be granted additional time to complete the Work, but under no circumstance shall such time to complete the Work extend beyond December 31, 2021.

2. This Amendment shall be construed and enforced in accordance with the laws of the State of Missouri and shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3. No provision of this Amendment may be amended or modified, except by an instrument in writing signed by the parties.

4. Unless otherwise defined herein, any capitalized terms in this Amendment shall have the meanings provided in the Agreement.

5. This Amendment may be executed in multiple counterparts.

6. Simultaneously with execution of this Amendment, the Developer shall reimburse the Comptroller and St. Louis Development Corporation for their actual legal expenses incurred in connection with the negotiation, execution and implementation of this Amendment.

**[Signature Page to Follow.]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

**“CITY”**

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

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

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

(SEAL)

Attest:

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

Approved as to Form:

\_\_\_\_\_  
\_\_\_\_\_, *City Counselor*

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 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 in 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 County and State aforesaid, the day and year first above written.

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Notary Public

My Commission Expires:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 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 in 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 County and State aforesaid, the day and year first above written.

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Notary Public

My Commission Expires:

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**“DEVELOPER”**

**VERTICAL REALTY ADVISORS, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ OF \_\_\_\_\_ ) SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is the manager of Vertical Realty Advisors, LLC a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company by authority of its board of directors, and acknowledged to me that he executed the within 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 County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### RPA 1:

A tract of land being part of the Augusta Chateau Tract in U. S. Survey 363 being also part of Block 207 of the City of St. Louis, Missouri, and being more particularly described as follows: Commencing at the Intersection of the East line of Fourteenth Street, 80 feet wide, with the South line of Market Street, 100 feet wide, thence along the East line of Fourteenth Street South 17 degrees 15 minutes 16 seconds East of a distance of 32.00 feet to point of beginning of the herein described tract of land; thence along a line parallel to and 32.00 feet South of the South line of Market Street, 100 feet wide South 72 degrees 30 minutes 60 seconds East a distance of 298.00 feet to a point distant North 72 degrees 38 minutes 09 seconds West 417.38 feet from the West line of Tucker Street, 150 feet wide; thence along a line parallel to the East line of Fourteenth Street South 17 degrees 15 minutes 16 seconds West a distance of 387.00 feet; thence along a line parallel to the South line of Market Street North 72 degrees 38 minutes 09 seconds West a distance of 298.00 feet to the East line of Fourteenth Street; thence along the East line of Fourteenth Street North 17 degrees 15 minutes 16 seconds East a distance of 387.00 feet to the point of beginning, containing 2.65 acres, more or less.

### RPA 2:

LAND DESCRIPTION for LEASE OF PROPERTY IN C.B. 207 being part of LOT "A" from the CITY HALL SUBDIVISION PLAT #1:

A tract of land to be leased for vehicular parking to serve the owners of Lot B in City Block 207 in "City Hall Subdivision Plat # 1", recorded in Book 1001 2014-0216 at the Recorder of Deeds Office in the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the intersection of the north line of the Clark Street 80 feet wide and the east line of Fourteenth Street 80 feet wide, thence north along the east line of Fourteenth Street, North 17 degrees 15 minutes 16 seconds East, a distance 327.81 feet to the south line of Lot B, thence east along south line of Lot B, South 72 degrees 38 minutes 09 seconds East, a distance 298.00 feet to the southeast corner of Lot B, thence south and parallel to the east line of Fourteenth Street, South 17 degrees 15 minutes 16 seconds West, a distance of 326.64 feet to the North line of Clark Street, thence North 72 degrees 51 minutes 38 second West, along the north line of Clark Street, a distance 298.00 feet to the east line of Fourteenth Street also known as the point of beginning and containing 97,513 square feet more or Less.

### **RPA 1 is also described as:**

LOT B OF CITY HALL SUBDIVISION PLAT 1 AND BEING IN CITY BLOCK 207 OF THE CITY OF ST. LOUIS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 10012014, PAGE 216 OF THE ST. LOUIS CITY, MISSOURI RECORDS

**Such parcels are currently known as Assessor's Parcel No. 02070000250 [RPA1] and PART of 02070000200 [RPA2] and may be subject to revision pending confirmation of such Parcel No. with the Assessor's Office.**