

SUMMARY

BOARD BILL NUMBER 226

PRIMARY SPONSOR: ALDERWOMAN TAMMIKA HUBBARD

DATE: FEBRUARY 21, 2020

The City of St. Louis owns and maintains Dr. Martin Luther King Drive and Hadley Street as public streets within the City. 900 North is the owner of constructed improvements located at 900 N. Tucker in the City of St. Louis, Missouri. InterCo Plaza consists of several parcels located along Dr. Martin Luther King Drive ("InterCo Plaza"), which is adjacent to the 900 North Building, adjoined by Saint Louis Public Schools, Northside Regeneration, and the City of St. Louis. 900 North is purchasing property that abuts the streets and is located at 900 N. Tucker. 900 North desires to make certain improvements to the streets and the related City-owned facilities. The City desires to allow owner to make improvements to the streets and exclusively use the streets, subject to the terms and conditions of a Cooperation Agreement.

The proposed board bill will have a positive impact on the community, as it will improve infrastructure and beautification in the relevant area.

BOARD BILL NUMBER 226 INTRODUCED BY ALDERWOMAN TAMMIKA HUBBARD

1 An Ordinance Authorizing the Execution of a Cooperation Agreement for Portions of
2 Hadley Street and Dr. Martin Luther King Drive, and containing a Severability Clause.

3 **WHEREAS**, the City of St. Louis (the “City”) owns and maintains Dr. Martin Luther King
4 Drive and Hadley Street as public streets (the “Streets”) within the City in the areas more
5 particularly described in the Cooperation Agreement; and

6 **WHEREAS**, 900 North (“Owner”) is purchasing property that abuts the Streets and is
7 located at 900 N. Tucker, St. Louis, Missouri 63101 (the “Property”), as more particularly
8 described in the Cooperation Agreement; and

9 **WHEREAS**, Owner desires to make certain improvements to the Streets and the related
10 City-owned facilities (the “Street Improvements”); and

11 **WHEREAS**, the City desires to allow Owner to exclusively use the Streets, subject to the
12 terms and conditions of a Cooperation Agreement; and

13 **WHEREAS**, the Owner and the City desire to cooperate with each other so that Owner
14 may make the Street Improvements and use the Streets pursuant to the provisions of the
15 Cooperation Agreement; and

16 **WHEREAS**, adjacent landowner, Saint Louis Public Schools, supports Owner’s desire to
17 make the Street Improvements and to use the Streets pursuant to the provisions of the Cooperation
18 Agreement; and

19 **WHEREAS**, adjacent landowner, the City of St. Louis, supports Owner’s desire to make
20 the Street Improvements and to use the Streets pursuant to the provisions of the Cooperation
21 Agreement; and

1 **WHEREAS**, adjacent landowner, Northside Regeneration, supports Owner’s desire to
2 make the Street Improvements and to use the Streets pursuant to the provisions of the Cooperation
3 Agreement; and

4 **WHEREAS**, this Board of Aldermen hereby finds that it is necessary and desirable and in
5 the best interest of the City to enter into the Cooperation Agreement with the Owner or an affiliate;
6 and

7 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Cooperation
8 Agreement is acceptable and the execution, delivery and performance by the parties of their
9 respective obligations under the Cooperation Agreement are in the best interests of the City and
10 the health, safety, morals and welfare of its residents; and

11 **WHEREAS**, this Board of Aldermen hereby finds that the adoption of this Ordinance is
12 in the best interest of the City of St. Louis and that the City as a whole will benefit from the
13 transactions described herein.

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

15 **SECTION ONE.** The Board of Aldermen finds and determines that, in order to promote
16 the general welfare, as described above, it is necessary and desirable to enter into the Cooperation
17 Agreement.

18 **SECTION TWO.** The City hereby authorizes the Board of Public Service to approve, on
19 behalf of the City, one or more Public Facilities, Street Cooperation Agreements, and such
20 Encroachment Agreements with respect to the Streets, Property, and Street Improvements in
21 accordance with the terms and intent of this Ordinance, and authorizes the President of the Board
22 of Public Service (with the approval as to form by the City Counselor), the Mayor, the

1 Comptroller, and appropriate officers of the City, as applicable, to execute and deliver any such
2 Public Facilities, Street Cooperation Agreements, and such Encroachment Agreements approved
3 by the Board of Public Service, with the respective signatures of such officials thereon to be
4 evidence of the approval of the City, provided that no such Cooperation Agreement shall have a
5 term in excess of fifty (50) years.

6 **SECTION THREE.** The City hereby authorizes the Board of Public Service to approve,
7 on behalf of the City, and for the President of the Board of Public Service to enter into, and the
8 Mayor and the Comptroller and such other officials of the City as are appropriate are hereby
9 authorized to execute, seal, attest, and deliver, for and on behalf of and as the act and deed of the
10 City, the such other and further City agreements, documents, certificates, and attestation, in such
11 form as shall be approved by the City Counselor, and by the appropriate officials of the City
12 executing such documents, such officials' signatures thereon being conclusive evidence of their
13 approval thereof.

14 **SECTION FOUR.** The Mayor and Comptroller and his or her designated representatives,
15 with the advice and concurrence of the City Counselor and after approval by the Board of Public
16 Service, are hereby further authorized and directed to make any changes to the documents,
17 agreements and instruments approved and authorized by this Ordinance as may be consistent with
18 the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein
19 authorized, with no such further action of the Board of Aldermen necessary to authorize such
20 changes by the Mayor or Comptroller or his or her designated representatives.

21 **SECTION FIVE.** If any section, subsection, sentence, clause, phrase or portion of this
22 ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of

1 competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate,
2 distinct and independent provision of this ordinance, and such holding or holdings shall not affect
3 the validity of the remaining portions of this ordinance.