

ORDINANCE #66393
Board Bill No. 171
Committee Substitute

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis") to enter into and execute on behalf of St. Louis an "Agreement and Contract of Sale" (substantially in the form as set out in ATTACHMENT "1" which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport ("Airport") which is located in St. Louis County, Missouri, and the City of Hazelwood, Missouri, a municipal corporation ("Hazelwood"), necessary for the sale by St. Louis to Hazelwood of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to rules and regulations of the Federal Aviation Administration ("FAA"); authorizing the Director of Airports or his/her designee, on behalf of St. Louis, to negotiate the "Purchase Price" for the Property as defined and provided for in Section 2 of the Agreement and Contract of Sale for a sum not less than the fair market value as approved by the FAA and such transfer of sale of the Property to Hazelwood shall also comply with the applicable provisions of the Airport's Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, "Airport Indentures"); providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in EXHIBIT C to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Hazelwood, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to Hazelwood, b) the provisions of the Agreement and Contract of Sale, c) Hazelwood's Development Plan for the surplus Property, and d) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

WHEREAS, pursuant to certain City of St. Louis ("St. Louis") ordinances approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport ("Airport"), and in accordance with Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program and the Federal Aviation Administration Airport Improvement Program (the "AIP"), St. Louis, acting through Airport Authority of St. Louis, has acquired and St. Louis is the fee owner of approximately eighty two and one half (82½) acres of real property (the "Property") adjacent to the north western perimeter of Lambert-St. Louis International Airport (the "Airport") and within the corporate limits of the City of Hazelwood, Missouri ("Hazelwood") and is legally described in EXHIBIT A to the Agreement and Contract of Sale, which is attached hereto and incorporated herein;

WHEREAS, pursuant to Section 809 of the Lambert-St. Louis International Airport Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, the "Airport Indentures"), St. Louis and the Airport Authority have determined that the Property is not necessary or useful in the operation of the Airport and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or transfer the Property in order that it may be redeveloped for uses compatible with the Airport;

WHEREAS, pursuant to the AIP, St. Louis may dispose of the Property only upon a showing that such disposition is at a fair market value, and is in accordance with a fully developed land use plan as approved by the Federal Aviation Administration ("FAA") which permits only commercial or development uses of the Property that are compatible with the operation of the Airport, due to Airport noise, over-flight patterns, and height restrictions;

WHEREAS, pursuant to Section 16 of Article VI of the Missouri Constitution and Sections 70.210 to 70.320 Missouri Revised Statutes, as amended (the "Intergovernmental Agreement Act"), St. Louis is authorized to enter into the Agreement and Contract of Sale with Hazelwood; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Agreement and Contract of Sale are acceptable

and that the execution, delivery and performance by St. Louis and Hazelwood of their respective obligations under the Agreement and Contract of Sale are in the best interests of St. Louis and the Airport and promote the health, safety, and welfare of its residents and the traveling public.

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

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Agreement and Contract of Sale” (substantially in the form as set out in ATTACHMENT “1” which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis International Airport (“Airport”) which is located in St. Louis County, Missouri, and the City of Hazelwood, Missouri, a municipal corporation (“Hazelwood”), necessary for the sale by St. Louis to Hazelwood of certain surplus property (the “Property”) located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to rules and regulations of the Federal Aviation Administration (“FAA”).

SECTION TWO. The Director of Airport or his/her designee, on behalf of St. Louis, is hereby authorized and direct to negotiate the “Purchase Price” for the Property as defined and provided for in Section 2 of the Agreement and Contract of Sale for a sum not less than the fair market value as approved by the FAA and such transfer of sale of the Property to Hazelwood shall also comply with the applicable provisions of the Airport’s Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, “Airport Indentures”).

SECTION THREE. Proceeds from the sale of the Property shall be held by St. Louis in accordance with the provisions of the Agreement and Contract of Sale and in accordance with applicable FAA rules and regulations for the release and sale or transfer of the surplus Property.

SECTION FOUR. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in the form as set out in EXHIBIT C to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Hazelwood, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

SECTION FIVE. The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the Federal Aviation Administration’s (“FAA”) prior written approval of: a) the release and sale of the surplus Property to Hazelwood, b) the provisions of the Agreement and Contract of Sale, c) Hazelwood’s Development Plan for the surplus Property, and d) any other related matter required to be submitted to and approved by the FAA.

SECTION SIX: The Mayor, the Comptroller, the Register, the City Counselor, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis’ best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis’ interest, and to take such actions as are necessary or appropriate in connection with the sale Property or the consummation of the transactions contemplated herein.

SECTION SEVEN. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved or authorized by this Ordinance and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance shall be of no force or effect as to the agreements, documents, and instruments approved and/or authorized by this Ordinance.

SECTION EIGHT. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

SECTION NINE. This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of St. Louis’ Charter and shall become effective immediately upon its approval by the Mayor of St. Louis.

Attachment 1
is on file in the Register's Office.

Approved: July 31, 2004