

BOARD BILL # 253 INTRODUCED BY ALDERWOMAN LYDA KREWSON

1 An ordinance recommended by the Airport Commission, the Board of Public Service, and
2 the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the
3 Comptroller of the City of St. Louis ("St. Louis") to enter into and execute on behalf of St. Louis an
4 Agreement and Contract of Sale for the Sale of Property ("Agreement") substantially in the form as
5 set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated
6 herein, between St. Louis, the owner and operator of Lambert-St. Louis International Airport®
7 ("Airport"), which is located in St. Louis County, Missouri, and the City of Kinloch, Missouri
8 ("Kinloch"), providing for the sale of approximately .674 acres of property owned by St. Louis and
9 located in St. Louis County ("St. Louis Property"), which is more fully described in Section 1 of the
10 Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for the sum
11 of Twenty Two Thousand, Two Hundred and Twenty Dollars (\$22,220.00), subject to and in
12 accordance with its provisions, and to the applicable rules and regulations of the Federal Aviation
13 Administration ("FAA") and the applicable provision of the Airport's Amended and Restated
14 Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and
15 Restated on September 10, 1997 as amended; authorizing and directing the Mayor and the
16 Comptroller of St. Louis to enter into and execute on behalf of St. Louis the quit claim deed
17 substantially in the form as set out in Exhibit "B" to the Agreement entitled "Form of Quit Claim
18 Deed for St. Louis Property", remising, releasing, conveying, and forever quit-claiming unto
19 Kinloch, its successors in interest and assigns, the St. Louis Property subject to the avigation
20 easement and restrictive covenants as defined and provided for in said quit claim deed; authorizing
21 the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other
22 appropriate officers, agents, and employees of St. Louis, with the advice of the Director of Airports,

1 to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or
2 related documents, agreements, permits, amendments, affidavits, certifications, or instruments
3 deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to
4 preserve and protect St. Louis' interest, and/or to take such actions as may be necessary or
5 appropriate in connection with the consummation of the transactions contemplated herein;
6 providing that the provisions set forth in this Ordinance will be applicable exclusively to the
7 agreements, documents, permits, and instruments approved and/or authorized by this Ordinance;
8 and containing a severability clause and an emergency clause.

9 **WHEREAS**, pursuant to certain ordinances of the City of St. Louis, Missouri ("St.
10 Louis") approving the purchase of real estate required for noise abatement purposes and/or the
11 development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in
12 accordance with any applicable rules and regulations under the Federal Aviation Regulation
13 ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA")
14 Airport Improvement Program ("AIP"), the Passenger Facility Charge ("PFC") Program, and/or
15 any other applicable federal, state, or local laws and regulations, St. Louis, acting through the
16 Airport Authority of St. Louis ("Airport Authority"), has acquired and St. Louis is the fee owner
17 of approximately .674 acres of real property ("St. Louis Property") located in St. Louis County,
18 Missouri and is more fully described in Section 1 and EXHIBIT "A" to the Agreement and
19 Contract of Sale for the Sale of Property ("Agreement"), between St. Louis and the City of
20 Kinloch, Missouri ("Kinloch"), which is attached hereto as **ATTACHMENT "1"** and
21 incorporated herein;

22 **WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport®
23 Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15,

1 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby
2 determines that the St. Louis Property is not necessary or useful in the operation of the Airport
3 and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may
4 dispose of, transfer, or exchange the St. Louis Property in order that it may be redeveloped for
5 uses compatible with the Airport’s operations;

6 **WHEREAS**, pursuant to the AIP, St. Louis may dispose of real property only upon a
7 showing that such disposition is at a fair market value, and is in accordance with a land use plan
8 and/or deed restrictions approved by the Federal Aviation Administration (“FAA”) which permit
9 only commercial or development uses of the St. Louis Property that are compatible with the
10 operations of the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

11 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement
12 are acceptable and that the execution, delivery and performance by St. Louis and Kinloch of their
13 respective obligations under the Agreement are in the best interests of St. Louis and the Airport
14 and promote the peace, health, safety, and welfare of its residents and the traveling public.

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

16 **SECTION ONE.** The Board of Aldermen hereby adopts the foregoing recitals, which
17 are incorporated herein by this reference, as findings.

18 **SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis
19 ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis an
20 Agreement and Contract of Sale for the Sale of Property (“Agreement”) substantially in the form as
21 set out in **ATTACHMENT “1”** to this Ordinance, which is attached hereto and incorporated
22 herein, between St. Louis, the owner and operator of Lambert-St. Louis International Airport®
23 (“Airport”), which is located in St. Louis County, Missouri, and the City of Kinloch, Missouri

1 (“Kinloch”), providing for the sale of approximately .674 acres of property owned by St. Louis and
2 located in St. Louis County (“St. Louis Property”), which is more fully described in Section 1 of the
3 Agreement and Exhibit “A” thereto entitled “Legal Description of St. Louis Property”, for the sum
4 of Twenty Two Thousand, Two Hundred and Twenty Dollars (\$22,220.00) subject to and in
5 accordance with its provisions, and to the applicable rules and regulations of the Federal Aviation
6 Administration (“FAA”) and the applicable provision of the Airport’s Amended and Restated
7 Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and
8 Restated on September 10, 1997 as amended;

9 **SECTION THREE.** The Mayor and the Comptroller of St. Louis are hereby authorized
10 and directed to enter into and execute on behalf of St. Louis, subject to and in accordance with the
11 terms of the Agreement, a quit claim deed substantially in the form as set out in Exhibit “B” to the
12 Agreement entitled “Form of Quit Claim Deed for St. Louis Property”, remising, releasing,
13 conveying, and forever quit-claiming unto Kinloch, its successors in interest and assigns, the St.
14 Louis Property subject to the avigation easement and restrictive covenants as defined and provided
15 for in said quit claim deed.

16 **SECTION FOUR.** The execution and delivery by St. Louis of the agreements,
17 documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the
18 FAA’s prior written approval of: a) the sale of the St. Louis Property to Kinloch, and b) any other
19 related matter required to be submitted to and approved by the FAA.

20 **SECTION FIVE.** The Mayor, the Comptroller, the Register, the City Counselor, the
21 Director of Airports, and other appropriate officers, agents, and employees of St. Louis, with the
22 advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of St.
23 Louis and in St. Louis’ best interest any attendant or related documents, agreements, permits,

1 amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set
2 forth in the Agreement, and/or deemed necessary to preserve and protect St. Louis' interest, and/or
3 to take such actions as may be necessary or appropriate in connection with the consummation of the
4 transactions or agreements contemplated herein.

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

12 **SECTION SEVEN.** The sections or provisions of this Ordinance or portions thereof are
13 severable. In the event that any section or provision of this Ordinance or portion thereof is held
14 invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections
15 or provisions of this Ordinance unless the court finds the valid sections or provisions of this
16 Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal,
17 unconstitutional or ineffective section or provision that it cannot be presumed that the Board of
18 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional
19 or ineffective sections or provisions or unless the court finds that the valid sections or provisions,
20 standing alone, are incomplete and incapable of being executed in accordance with the legislative
21 intent.

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