

## *St. Louis City Ordinance 62621*

FLOOR SUBSTITUTE

BOARD BILL NO. [92] 36

INTRODUCED BY ALDERMAN Thomas A. Villa , Marit Clark , Nancy S. Weber, Bertha Mitchell , Mary Ross , Martie J. Aboussie , Fred Wessels, Jr. , Jack Garvey , James F. Shrewsbury , Willie Williams Sr. , Paul Michael Beckerle

An ordinance recommended by the Board of Estimate and Apportionment, pertaining to certain public property in the area bounded by Tucker Boulevard, Spruce Street, Market Street, and 16th Street; authorizing an amendment of the Master Lease authorized by Ordinance 62122 of Kiel Auditorium and adjacent property to the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") by extending certain dates provided for in such Master Lease; approving and authorizing an amendment consistent herewith of a Sublease of the property leased under such Master Lease between LCRA and Kiel Center Redevelopment Corp.; with an emergency provision.

WHEREAS, Ordinance 62122, approved December 17, 1990, authorized and directed execution of a certain Master Lease Agreement between the City and LCRA (the "Master Lease") of the existing Kiel Auditorium, the existing adjacent garage, related fixtures and improvements located thereon, and those portions of City Block 210 South now or thereafter owned by the City; and

WHEREAS, Ordinance 62122 contemplated redevelopment of the property leased under the Master Lease by LCRA and Kiel Center Redevelopment Corp. (the "Developer") pursuant to a Lease and Development Agreement (the "Sublease"); and

WHEREAS, the Master Lease provides that the Master Lease would commence following receipt by the City of notice from LCRA of LCRA's receipt of a "Developer Readiness Notice" from the Developer, and that the Master Lease and Sublease would terminate and be void unless the Developer Readiness Notice was given by May 31, 1992; and

WHEREAS, the Master Lease provides that if the Developer Readiness Notice is given prior to May 31, 1992, LCRA would complete, as more fully provided in the Master Lease, a commitment with respect to certain Site Work, as defined in the Master Lease, by September 1, 1992, ("Master Lessee Site Work Commitment Date")

WHEREAS, it is necessary and in the best interests of the City, LCRA and the Station East Redevelopment Area to amend the Master Lease, and authorize an amendment of the Sublease, so as to extend until November 30, 1992, the deadline for the Developer Readiness Notice and to extend until May 31, 1993, the Master Lessee Site Work Commitment Date;

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute an Amendment to the Master Lease authorized under Ordinance 62122, in substantially the following form:

#### AMENDMENT NO. 1 TO MASTER LEASE

This Amendment No. 1 to Master Lease between the City of St. Louis, Missouri (the "City") and the Land Clearance for Redevelopment Authority of the City of St. Louis, ("LCRA"), entered into this \_\_\_\_\_ day of May, 1992.

WHEREAS, the City and LCRA are parties to a certain Master Lease Agreement, dated December 17, 1990 (the "Master Lease") pertaining to certain real estate and improvements thereon in the City of St. Louis as more particularly described on Exhibit A; and

WHEREAS, the City and LCRA wish to amend such Master Lease, as hereinafter provided,

NOW THEREFORE, in consideration of the premises, the Master Lease, their respective promises and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 6 of the Master Lease is hereby amended to read, in words and figures, in its entirety, as follows:

Cooperation of Master Lessor. Notwithstanding anything contained herein to the contrary, as additional consideration to induce Master Lessee to agree to perform the obligations assumed by it herein and in order to assist the redevelopment of the Station East Redevelopment Area, Master Lessor agrees, pursuant to its Charter, the Act and other applicable law, subject to annual appropriations, to make payment of the principal of, interest on, premium, if any, and credit enhancement fees, if any, for the Site Bonds in an amount not to exceed \$1,100,000 per annum for a period not to exceed thirty (30) years,

commencing on and payable after the Commencement Date; provided, that prior to July 1, 1992, Master Lessor's sole undertaking under this Section 6 is, to make payment of a sum not to exceed \$550,000 for any such debt service payable between January 1, 1992, and June 30, 1992, but only if the Commencement Date is prior to such payment. This Section 6 shall terminate on the last day of the Master Lessor's fiscal year (the "initial term") within which the Commencement Date occurs unless renewed by Master Lessor as hereinafter provided. Master Lessor shall have an option to renew this Section 6 for twenty-nine successive one year terms, the first of which shall begin on July 1 next following the initial term. Master Lessor's exercise of its option to renew this Section 6 shall be conclusively determined, as follows: this Section 6 shall be renewed for the next consecutive renewal term if the Board of Aldermen of the City has, on or before the last day of the initial term or any renewal term, budgeted and appropriated, specifically with respect to this Section 6, moneys sufficient to pay all the payments for the ensuing renewal term, or moneys sufficient to pay all payments coming due for such renewal term, provided on the occurrence of such budgeting and appropriation this Section 6 shall be renewed for such renewal term. The Board of Estimate and Apportionment or any other officer at any time charged with the responsibility of formulating budget proposals to the Board of Aldermen, in any year in which this Section 6 shall be in effect, shall include in such budget proposal items for all payments required for the ensuing renewal term under this Section 6 and will use all reasonable and lawful means at their disposal to secure the appropriation of money for such renewal term sufficient to pay the payments coming due therein; it being the intention of the Master Lessor that the decision to renew this Section 6 shall be made solely by the Board of Aldermen and not by any other official of the City. The Site Bonds shall be limited obligations of the issuer thereof and not a debt, liability or indebtedness of the master Lessor. If the Commencement Date shall not have occurred by November 30, 1992, and this Master Lease shall have become void as a result pursuant to Section 7, Master Lessor agrees, subject to appropriation, to reimburse Master Lessee for expenditures, if any, made from proceeds of the Site Bonds for City Costs and for payments from proceeds of the Site Bonds for costs of issuance (not to exceed 3% of the principal amount of the Site Bonds) up to a combined aggregate maximum not to exceed \$550,000.

2. Subsection 7(a) of the Master Lease is hereby amended to read, in words and figures, in its entirety, as follows:

Subletting, Assignment and Mortgaging.

(a) The Master Lessee shall be permitted to enter into a "Lease and Development Agreement" (the "Sublease") with the Developer of the Project pursuant to which the Master Lessee shall covenant and agree (i) to perform the Master Lessee Site Work Commitment on or before May 31, 1993, which date shall be subject to extension on account of Unavoidable Delays (the "Master Lessee Site Work Commitment Deadline"), (ii) to deliver and sublease the Kiel Premises to the Developer on the Sublease Commencement Date as hereinafter defined, free and clear of all indentures, deeds of trust, security interests and other liens securing the payment of any indebtedness other than the Developer Bonds, and subject to no leases, contracts or other agreements except as expressly provided for herein and (iii) to complete, on or before the Facilities Delivery Date, the Parking Facilities. The Sublease Commencement Date shall be the date, following the Developer's written notice to Master Lessee (the "Developer Readiness Notice") advising Master Lessee that it is prepared to accept the Premises and to commence to perform its obligations under the Sublease to complete the Project upon the performance of the Master Lessee Site Work Commitment as described in items (i) and (ii) of this subsection (a), and receipt of the non-disturbance and recognition agreement described in Section 8 hereof, when Master Lessee shall have satisfied the Master Lessee Site Work Commitment. The Developer Readiness Notice shall be delivered to Master Lessee so as to provide a sufficient period for the performance of the Master Lessee Site Work Commitment by May 31, 1993. The Sublease shall provide that, in the event the Developer Readiness Notice is not delivered to the Master Lessee by November 30, 1992 (the "Developer Readiness Notice Deadline") then the Sublease shall be void and of no further force or effect whatsoever. Further, in the event described in the immediately preceding sentence, this Master Lease shall be void and of no further force or effect whatsoever, and neither party hereto shall have any further liability to the other hereunder. Master Lessee covenants and agrees to deliver a copy of the Developer Readiness Notice to Master Lessor, thereby commencing the term of this Master Lease as provided in Section 2 hereof, and to promptly commence and diligently pursue to completion the Site Work.

3. The Master Lease, as amended by this Agreement, is hereby ratified and affirmed.

In witness whereof, the Parties here executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

MASTER LESSOR

THE CITY OF ST. LOUIS

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

Name: Vincent C. Schoemehl, Jr.,

Title: Mayor

Approved as to Legal Form:

Countersigned:

\_\_\_\_\_  
James J. Wilson,

City Counselor

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

Virvus Jones, Comptroller

ATTEST:

\_\_\_\_\_  
Register

[SEAL] MASTER LESSEE

ATTEST LAND CLEARANCE FOR REDEVELOPMENT

AUTHORITY OF THE CITY OF ST. LOUIS

\_\_\_\_\_  
(Assistant) Secretary

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

Name: Larry T. Bushong

Title: Executive Director

Approved as to Legal Form:

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

Elaine Bryant Wright,

Deputy General Counsel

SECTION TWO. An amendment of the Sublease consistent with the provisions of this ordinance is hereby approved and authorized on behalf of the City.

SECTION THREE. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

| <b>Legislative History</b> |                        |                  |                     |                       |
|----------------------------|------------------------|------------------|---------------------|-----------------------|
| <b>1ST READING</b>         | <b>REF TO<br/>COMM</b> | <b>COMMITTEE</b> | <b>COMM<br/>SUB</b> | <b>COMM<br/>AMEND</b> |
| <b>05/08/92</b>            | <b>05/08/92</b>        | <b>C&amp;T</b>   | <b>05/13/92</b>     |                       |
| <b>2ND<br/>READING</b>     | <b>FLOOR<br/>AMEND</b> | <b>FLOOR SUB</b> | <b>PERFECTN</b>     | <b>PASSAGE</b>        |
| <b>05/15/92</b>            |                        |                  | <b>05/22/92</b>     | <b>05/29/92</b>       |
| <b>ORDINANCE</b>           | <b>VETOED</b>          |                  | <b>VETO OVR</b>     |                       |
| <b>62621</b>               |                        |                  |                     |                       |