

St. Louis City Ordinance 63560

FLOOR SUBSTITUTE

BOARD BILL NO. [95] 200

INTRODUCED BY PRESIDENT FRANCIS G. SLAY

An ordinance recommended by the Board of Estimate and Apportionment pertaining to convention and sports facilities; authorizing and directing execution of a cooperation agreement pursuant to ~~§~~70.210 et seq. R.S.Mo among the City of St. Louis, Missouri, the Regional Convention and Sports Complex Authority and the Regional Convention and Visitors Commission; authorizing the taking of other appropriate actions related to certain undertakings of the Regional Convention and Visitors Commission and Fans, Inc. in connection with the relocation of the St. Louis Rams; directing the Budget Director to take certain actions in connection with the cooperation agreement authorized hereby; with findings and declarations; with an emergency provision.

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

Section One. The Board of Aldermen of the City of St. Louis, Missouri ("City") finds and declares as follows:

1. The Regional Convention and Sports Complex Authority ("Authority") established by ~~§~~67.650 R.S.Mo 1994 has financed and constructed an eastern expansion of the Cervantes Convention Center which is commonly referred to as the "Stadium."
2. The Regional Convention and Visitors Commission (sometimes referred to as the St. Louis Convention and Visitors Commission) ("CVC") established by ~~§~~67.601 R.S.Mo 1994 provides service to the City and St. Louis County ("the County") by promoting conventions and tourism in the City and the County.
3. CVC also operates the Cervantes Convention Center on behalf on the City and will operate the Stadium upon its completion on behalf of the Authority, the State of Missouri, the County, and the City.
4. The relocation of the St. Louis Rams (the "Rams") from Los Angeles to St. Louis will benefit the economy of the region and draw visitors and publicity to the City.

5. In connection with the relocation of the Rams various public and private entities agreed to assume certain obligations in connection with Rams' expenses and liabilities, Stadium improvements, and related matters. One such matter was the provision of up to Twelve Million Five Hundred Thousand Dollars for construction of a training facility for the Rams.

6. In 1990 in Ordinance 61799 and in 1991 in Ordinance 62385 the City approved a Project Agreement among the City, the State of Missouri, the County, CVC, and St. Louis NFL Corporation ("SLNFL"), which provided among other things for provision by the City or CVC of a training facility for a National Football League ("NFL") team. As part of the transactions leading to the relocation of the Rams it was agreed that the expenditure by regional public and private entities for a Rams' training facility would not exceed Twelve Million Five Hundred Thousand Dollars.

7. In connection with the relocation of the Rams to St. Louis the City took or authorized a number of actions in Ordinance 63378. One of such actions was the dedication of the projected revenue stream from the City's tax imposed pursuant to Ch. 8.08, St. Louis City Code (the "Ticket Tax") on tickets to Rams' games up to Five Million Dollars. At the time of the adoption of that ordinance, it was contemplated that that amount would be the amount of the City's participation in the training facility's cost. It was further contemplated that such revenue stream might be used to secure, support or enhance bonds, notes or other evidence indebtedness pursuant to subsequent ordinance, and that by subsequent ordinance additional such amounts might be provided.

8. Under a Closing Agreement executed at the closing of the Rams' relocation transactions among the Rams, the Authority, CVC, SLNFL and Fans, Inc., the sum of Five Million Dollars is due to be deposited into an escrow account for training facility expenses by November 1, 1995. Failure to make this deposit timely would be likely to have significant negative effects on public morale and on the substantial regional cooperative efforts and commitments heretofore made in connection with the Rams' relocation.

9. It is in the best interest of the City to enter into a Cooperation Agreement and take other actions as hereinafter provided.

Section Two. The Comptroller is authorized and directed to execute and deliver on behalf of the City a Cooperation Agreement with the Authority and CVC in substantially the form attached hereto as Exhibit A.

Section Three. The Mayor, Comptroller and other appropriate officers of the City are authorized and directed to take other necessary and appropriate actions consistent herewith related to the subject matter of the Cooperation Agreement, Exhibit A hereto.

Section Four. The Budget Director shall include in the Budget Division budget to be submitted to the Board of Estimate and Apportionment for the 1996-1997 fiscal year, and for each fiscal year of the City thereafter during the term of the Cooperation Agreement, from funds held in Fund 1711 Center 331-2 created by Ordinance 63465, for payment to the Authority or its assigns, an amount equal to debt service (including principal and interest) on the loan to the Authority and as described in the Cooperation Agreement, Exhibit A hereto. In the event the amount in such Fund 1711 Center 331-2 shall be insufficient for that purpose, the Budget Director shall propose appropriation of an amount equal to such shortfall from other legally available funds of the City.

Section Five. This being an ordinance necessary for the immediate 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 therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT A

B.B. 200

COOPERATION AGREEMENT

This Agreement (this "Agreement") is entered into this ____ day of _____ 1995 by and among the City of St. Louis, Missouri (the "City"), the Regional Convention and Sports Complex Authority (the "Authority"), and the Regional Convention and Visitors Commission, a/k/a the St. Louis Convention and Visitors Commission ("CVC").

Premises

A. The City is a municipal corporation of the State of Missouri ("State") organized and existing under its Charter and the constitution and laws of the State.

B. The Authority is a public body of the State established and existing under §§ 67.650 to 67.658 inclusive R.S.Mo. 1994.

C. CVC is a public body of the State established and existing under 67.601 to 67.626 inclusive, R.S.Mo. 1994.

D. The Authority has financed and constructed an eastern expansion of the Cervantes Convention Center (the "Convention Center") which expansion is commonly referred as the Stadium (the "Stadium").

E. CVC has been managing and operating the Convention Center, pursuant to that certain Amended and Restated Management Agreement, dated as of June 29, 1993, will become the operator of the Convention Center upon completion of the Stadium, pursuant to that certain Amended and Restated Convention Center Operating Lease, dated as of July 29, 1993, and will become the operator of the Stadium, upon its completion, pursuant to that certain Operating Lease, dated as of August 28, 1991.

F. In order to provide benefits and enhancements to the economy of the St. Louis region, provide nationwide publicity for and awareness of the St. Louis region, and for other reasons, numerous public and private entities in the St. Louis region, including without limitation, the City, the Authority, CVC, St. Louis County (the "County"), and Fans, Inc., a Missouri Corporation ("Fans") have cooperated for several years in efforts to finance a facility suitable for use for NFL games, and to procure an NFL franchise for St. Louis.

G. The cooperative efforts to obtain an NFL franchise culminated in the execution of an NFL Franchise Relocation Agreement, dated as of January 17, 1995, (the "Relocation Agreement") by and among CVC, the Authority, Fans, St. Louis NFL Corporation, a Missouri corporation ("SLNFL"), and the Los Angeles Rams Football Company, Inc. (the "Rams"), owner of an NFL franchise, providing for the relocation of the Rams' franchise to St. Louis on various terms and conditions, and for the Rams to play their home NFL games in the Stadium.

H. Under the Relocation Agreement, as amended, various public and private entities involved with the relocation of the Rams to St. Louis, agreed to assume certain obligations in connection with Rams' expenses and liabilities, Stadium improvements, and related matters. One such matter was the provision of up to \$12,500,000 for construction of a training facility for the Rams.

I. The City imposes a 5% tax on charges to admission to certain events pursuant to Ch. 8.08 of the City Code (the "Ticket Tax"). The Ticket Tax will apply to tickets to Rams' games played in the City.

J. In connection with the relocation of the Rams to St. Louis, the City undertook or authorized a number of actions, in Ordinance 63378. One of such actions was the dedication of the projected revenue stream from the City's Ticket Tax on tickets to Rams' games up to \$5,000,000. At the time of adoption of that Ordinance, it was contemplated that that amount would be the City's portion of the training facility's cost. It was further contemplated that such revenue stream might be used to secure, support, or enhance bonds, notes or other evidence of indebtedness, pursuant to subsequent ordinance, and that by subsequent ordinance additional such amounts might be provided.

K. Under a Closing Agreement to the Relocation Agreement among the Rams, CVC, Fans, SLNFL and the Authority, (the "Closing Agreement") the sum of \$5,000,000 is due to be deposited into an escrow for training facility expenses by November 1, 1995. The parties to this Agreement wish to cooperate, as hereinafter provided, in connection with the borrowing of funds for such deposit and the repayment thereof.

L. Under 67.653 (6) the Authority is authorized to enter into contracts with cities, counties and other political subdivisions and public agencies under 70.210 to 70.325 R.S.Mo., and to enter into contracts with other entities, in connection with the (i) acquisition, (ii) construction, (iii) leasing, (iv) operation (v) and maintenance of any sports facility and for any other lawful purpose.

M. Under 67.653 (7) the Authority is authorized to receive for its lawful activities rentals, contributions or moneys appropriated by municipalities, counties, or other political subdivisions.

N. The Authority is willing to borrow \$5,000,000 to assist CVC in meeting its commitment with respect to payment for certain improvements to the Stadium which will further assist CVC in meeting its commitment for the training facility, subject to the City's agreeing to reimburse the Authority as hereinafter provided.

O. The City is willing to reimburse the Authority as hereinafter provided.

Provisions

For and in consideration of the Premises, of their respective mutual promises and undertakings hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows, pursuant to 70.210 et seq. R.S.Mo. and City Ordinance _____:

1. The term of this Agreement is from the date hereof until July 1, 2004, unless earlier terminated as hereinafter provided.

2. The Authority agrees to borrow from The Boatmen's National Bank of St. Louis ("Boatmen's") or such other lending institution or institutions as may be named by Boatmen's, the sum of Five Million Dollars (\$5,000,000) (the "Loan") at an interest rate not to exceed 6.5%, payable in accordance with the schedule set forth in Exhibit A hereto. The Loan documents will provide that the Authority's obligation to repay the Loan shall be limited to funds appropriated by the City and that no funds or assets of the Authority shall be pledged to repay the Loan.

3. The Authority agrees to pay the proceeds of the Loan to Boatmen's Trust Company of Illinois in reimbursement of funds that have been previously paid to the Authority for certain Stadium improvements. The proceeds will be paid for the benefit of CVC for the sole purpose of enabling CVC to meet its and Fans' November 1, 1995 obligation to deposit \$5,000,000 into escrow under Section 4.2.3 of the Closing Agreement. CVC agrees upon receipt of the Loan proceeds to immediately deposit such proceeds into such escrow.

4. The City agrees, subject, however, to annual appropriation, to pay to the Authority or its assigns, on or before the dates set out in Exhibit A hereto, the amounts set out in Exhibit A hereto, from (i) the City's receipts of Ticket Tax on tickets to Rams' games in the City and (ii) if such receipts shall be less than the amounts set out in Exhibit A, from other legally available funds of the City. The City's obligations under this Agreement shall be from year to year, only. Failure of the City to appropriate by ordinance by the end of any fiscal year for payment hereunder in the subsequent fiscal year shall terminate this Agreement as to the City. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the City within the meaning of any constitutional or statutory debt limitation. This Agreement shall not directly or indirectly obligate the City to make any payments beyond those appropriated for the City's then current fiscal year. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of City moneys, nor shall any provision of this Agreement restrict the future issuance of any City bonds or obligations payable from any class or source of City moneys.

5. The Authority agrees to apply payments received from the City pursuant to 4 to payments on the Loan.

6. The City's undertaking pursuant to 4 is conditioned upon the following: the City shall have consented to all documents relating to the Loan.

7. CVC agrees to pay the costs of issuance with respect to the Loan up to \$15,000.

8. This Agreement contains the entire agreement among the parties with respect to the transactions and matters contemplated hereby, and supersedes all written or verbal representations, warranties, commitments and other understandings prior to the date hereof.

9. This Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be executed by their respective duly authorized officers or representatives as of the date first above written.

CITY OF ST. LOUIS

REGIONAL CONVENTION AND

SPORTS COMPLEX AUTHORITY

By: Comptroller

By: Robert Baer, Chairman

Approved as to form: REGIONAL CONVENTION AND

VISITORS COMMISSION

By: Tyrone A. Taborn, City Counselor

Robert Bedell, President

Attest:

Gladys Gray, Register

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND

09/29/95	09/29/95	C&T	10/12/95	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
10/13/95			10/20/95	10/20/95
ORDINANCE	VETOED		VETO OVR	
63560				