

BOARD BILL NO. 296 INTRODUCED BY ALDERMAN STEPHEN CONWAY

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, Missouri, a municipal corporation ("St. Louis"), to enter into
4 and execute on behalf of St. Louis the "Agreement and Contract of Sale" (substantially in the form
5 as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and
6 operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis
7 County, Missouri, and Memorial Tabernacle Baptist Church To Preserve the Heritage and Legacy of
8 the Family of Harrold, a not-for-profit Missouri corporation ("Buyer"), necessary for the sale by St.
9 Louis to Buyer of certain surplus property (the "Property") located within the City of Kinloch, St.
10 Louis County, Missouri that is more fully described in Section 1 and EXHIBIT "A" of the
11 Agreement and Contract of Sale, subject to and in accordance with its provisions and to the
12 applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable
13 provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A.,
14 Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended;
15 providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and
16 directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis
17 the "Quit Claim Deed" substantially in the form as set out in EXHIBIT "B" to the Agreement and
18 Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale,
19 remising, releasing and forever quit-claiming unto Buyer, their successors and assigns, the Property
20 subject to the easement and restrictive covenants as defined and provided for in the Quit Claim

1 Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and
2 instruments contemplated in this Ordinance on the FAA’s prior written approval of: a) the release
3 and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of
4 Sale including, without limitation, the “Purchase Price” of Twelve Thousand Five Hundred Dollars
5 (\$12,500), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c)
6 any other related matter required to be submitted to and approved by the FAA; authorizing the
7 Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other
8 appropriate officers, officials, agents, designees, representatives, and employees of St. Louis, with
9 the advice of the Director of Airports, to enter into and execute on behalf of St. Louis and in St.
10 Louis’ best interest any attendant or related documents, agreements, affidavits, certificates, or
11 instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of
12 Sale, the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis’ interest and
13 to take such actions as are necessary or appropriate in connection with the sale of the Property or the
14 consummation of the transactions contemplated herein; providing that the provisions set forth in this
15 Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved
16 and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

17 **WHEREAS**, pursuant to certain ordinances of the City of St. Louis, Missouri (“St.
18 Louis”) approving the purchase of real estate required for noise abatement purposes and/or the
19 development or improvement of Lambert-St. Louis International Airport® (“Airport”), and in
20 accordance with any applicable rules and regulations under the Federal Aviation Regulation
21 (“FAR”) part 150 Noise Compatibility Program, the Federal Aviation Administration (“FAA”)

1 Airport Improvement Program (“AIP”), the Passenger Facility Charge (“PFC”) Program, and/or
2 any other applicable federal, state, or local laws and regulations, St. Louis, acting through the
3 Airport Authority of St. Louis (the “Airport Authority”), has acquired and St. Louis is the fee
4 owner of approximately 163,507 square feet of real property (the “Property”) located within the
5 City of Kinloch, St. Louis County, Missouri and is more fully described in Section 1 and
6 EXHIBIT “A” to the Agreement and Contract of Sale, which is attached hereto as
7 **ATTACHMENT “1”** and incorporated herein;

8 **WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport®
9 Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15,
10 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby
11 determines that the Property is not necessary or useful in the operation of the Airport and is not
12 needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of or
13 transfer the Property in order that it may be redeveloped for uses compatible with the Airport’s
14 operations;

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

20 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement
21 and Contract of Sale are acceptable and that the execution, delivery and performance by St.

1 Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are
2 in the best interests of St. Louis and the Airport and promote the peace, health, safety, and
3 welfare of its residents and the traveling public.

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

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

7 **SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis
8 (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the
9 “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”**
10 which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis
11 International Airport® (“Airport”), which is located in St. Louis County, Missouri, and Memorial
12 Tabernacle Baptist Church To Preserve the Heritage and Legacy of the Family of Harrold, a not-for-
13 profit corporation (“Buyer”), necessary for the sale by St. Louis to Buyer of certain surplus property
14 (the “Property”) located in St. Louis County that is more fully described in Section 1 and EXHIBIT
15 “A” of the Agreement and Contract of Sale, subject to and in accordance with its provisions and to
16 the applicable rules and regulations of the Federal Aviation Administration (“FAA”) and the
17 applicable provisions of the Airport’s Amended and Restated Indenture of Trust between UMB
18 Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as
19 amended.

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

1 property.

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

8 **SECTION FIVE.** The execution and delivery by St. Louis of the agreements,
9 documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the
10 FAA’s prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the
11 provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price”
12 of Twelve Thousand Five Hundred Dollars (\$12,500), as defined and provided for in Section 2 of
13 the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and
14 approved by the FAA, upon terms acceptable to St. Louis.

15 **SECTION SIX:** The Mayor, the Comptroller, the Register, the City Counselor, the
16 Director of Airports, and other appropriate officers, officials, agents, designees, representatives, and
17 employees of St. Louis, with the advice of the Director of Airports, are hereby authorized to enter
18 into and execute on behalf of St. Louis and in St. Louis’ best interest any attendant or related
19 documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the
20 terms set forth in the Agreement and Contract of Sale, the Quit Claim Deed, and/or deemed
21 necessary to preserve and protect St. Louis’ interest, and to take such actions as are necessary or

1 appropriate in connection with the sale of the Property or the consummation of the transactions
2 contemplated herein.

3 **SECTION SEVEN.** It is hereby declared to be the intention of the Board of Aldermen
4 that each and every part, section, and subsection of this Ordinance shall be separate and
5 severable from each and every other part, section, and subsection hereof and that the Board of
6 Aldermen intends to adopt each said part, section, and subsection separately and independently
7 of any other part, section, and subsection. In the event that any part, section, or subsection of
8 this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the
9 remaining parts, sections, and subsections shall be and remain in full force and effect, unless the
10 court making such finding shall determine that the valid portions standing alone are incomplete
11 and are incapable of being executed in accord with the legislative intent.

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

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