

**BOARD BILL # 93    INTRODUCED BY ALDERWOMAN TAMMIKA HUBBARD**

1    An Ordinance recommended by the Board of Estimate and Apportionment authorizing the  
2    execution of a Parcel Development Agreement by and among The City of St. Louis, Missouri,  
3    Northside Regeneration, LLC, and St. Louis Grocery Real Estate, LLC; prescribing the form and  
4    details of said Parcel Development Agreement; authorizing certain actions by City officials; and  
5    containing a severability clause.

6            **WHEREAS**, The City of St. Louis, Missouri (the “City”) and Northside Regeneration,  
7    LLC, a Missouri limited liability company (“Northside Regeneration”) are parties to the Amended  
8    and Restated Redevelopment Agreement dated as of May 13, 2014 (as subsequently amended, the  
9    “Redevelopment Agreement”) relating to an approximately 1,100-acre redevelopment area  
10    generally bounded by N. Grand Boulevard and Glasgow Avenue to the west, Natural Bridge  
11    Avenue and Palm Street to the north, N. Florissant Avenue and Interstate 70 to the east, and an  
12    irregular boundary roughly following Delmar Boulevard and Dr. Martin Luther King Drive to the  
13    south, with an extension to Interstate 64 (as further described in the Redevelopment Agreement, the  
14    “Redevelopment Area”); and

15            **WHEREAS**, the Redevelopment Agreement contemplates that Northside Regeneration will  
16    work with various co-developers to complete portions of the “Redevelopment Projects” described in  
17    the Redevelopment Agreement; and

18            **WHEREAS**, Northside Regeneration has requested that the City enter into a parcel  
19    development agreement to allow for the completion of a portion of the Redevelopment Projects,  
20    consisting of the development of a grocery store, convenience store and associated public  
21    infrastructure improvements near the intersection of Tucker Boulevard and 13th Street (collectively,  
22    the “Greenleaf Project”), by St. Louis Grocery Real Estate, LLC (“St. Louis Grocery”); and

1           **WHEREAS**, it is necessary and desirable and in the best interest of the City to enter into  
2 the Parcel Development Agreement in substantially the form of **Exhibit A** attached hereto (the  
3 “Parcel Development Agreement”) to provide the specific terms upon which the Greenleaf  
4 Project will be completed and tax increment financing assistance related thereto will be  
5 provided; and

6           **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Parcel  
7 Development Agreement are acceptable and that the execution, delivery and performance by the  
8 City, Northside Regeneration and St. Louis Grocery of their respective obligations under the  
9 Parcel Development Agreement are in the best interests of the City and the health, safety, morals  
10 and welfare of its residents, and in accord with the public purposes for which the Redevelopment  
11 Agreement was originally approved.

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

13           **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and the  
14 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the  
15 Parcel Development Agreement and the City Register is hereby authorized and directed to attest  
16 to the Parcel Development Agreement and to affix the seal of the City thereto. The Parcel  
17 Development Agreement shall be in substantially the form attached, with such changes therein as  
18 shall be approved by said Mayor and Comptroller executing the same and as may be consistent  
19 with the intent of this Ordinance and necessary and appropriate to carry out the matters herein  
20 authorized.

21           **SECTION TWO.** The Mayor and the Comptroller of the City or their designated  
22 representatives are hereby authorized and directed to take any and all actions, and to execute and

1 deliver for and on behalf of the City any and all additional certificates, documents, agreements or  
2 other instruments, as may be necessary and appropriate in order to carry out the matters herein  
3 authorized, with no such further action of the Board of Aldermen necessary to authorize such  
4 action by the Mayor and the Comptroller or their designated representatives.

5 **SECTION THREE.** The Mayor and the Comptroller or their designated representatives,  
6 with the advice and concurrence of the City Counselor and after approval by the Board of  
7 Estimate and Apportionment, are hereby further authorized and directed to make any changes to  
8 the documents, agreements and instruments approved and authorized by this Ordinance as may  
9 be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out  
10 the matters herein authorized, with no such further action of the Board of Aldermen necessary to  
11 authorize such changes by the Mayor and the Comptroller or their designated representatives.

12 **SECTION FOUR.** It is hereby declared to be the intention of the Board of Aldermen  
13 that each and every part, section and subsection of this Ordinance shall be separate and severable  
14 from each and every other part, section and subsection hereof and that the Board of Aldermen  
15 intends to adopt each said part, section and subsection separately and independently of any other  
16 part, section and subsection. In the event that any part, section or subsection of this Ordinance  
17 shall be determined to be or to have been unlawful or unconstitutional, the remaining parts,  
18 sections and subsections shall be and remain in full force and effect, unless the court making  
19 such finding shall determine that the valid portions standing alone are incomplete and are  
20 incapable of being executed in accord with the legislative intent.

21 **SECTION FIVE.** After adoption of this Ordinance by the Board of Aldermen, this  
22 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption

1 over his veto; *provided that* if, within ninety (90) days after the effective date of this Ordinance,  
2 the Developer and the Co-Developer have not executed the Parcel Development Agreement, the  
3 provisions of this Ordinance shall be deemed null and void and of no effect and all rights  
4 conferred by this Ordinance on the Developer and the Co-Developer shall terminate unless, prior  
5 to any such termination, the Board of Estimate and Apportionment of the City of St. Louis, in its  
6 sole discretion, grants an extension.

**EXHIBIT A**

**PARCEL DEVELOPMENT AGREEMENT**