

BOARD BILL NO. 101 INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG

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 an "Agreement and Contract of Sale" (substantially in the form as
5 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 the City of Kinloch, Missouri, a municipal corporation ("Buyer"), necessary
8 for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis
9 County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of
10 Sale in accordance with and subject to its provisions and to the applicable rules and regulations of
11 the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's
12 Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on
13 September 10, 1997 (as amended, "Airport Indentures"); providing for the deposit of the proceeds
14 from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller
15 of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in
16 the form as set out in EXHIBIT C to the Agreement and Contract of Sale subject to and in
17 accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever
18 quit-claiming unto the Buyer, its successors and assigns the Property subject to the easement and
19 restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution
20 and delivery by St. Louis of the agreements, documents, and instruments contemplated in this

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1 Ordinance on the FAA’s prior written approval of: a) the release and sale of the surplus Property to
2 the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the
3 “Purchase Price” of Three Hundred Fifty Four Thousand Dollars (\$354,000) as defined and
4 provided for in Section 2 of the Agreement and Contract of Sale, c) Buyer’s development plan for
5 the surplus Property, and d) any other related matter required to be submitted to and approved by the
6 FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, and other
7 appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of
8 Airports to enter into and execute on behalf of St. Louis and in St. Louis’ best interest any attendant
9 or related documents, agreements, affidavits, certificates, or instruments deemed necessary to
10 effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or
11 deemed necessary to preserve and protect St. Louis’ interest and to take such actions as are
12 necessary or appropriate in connection with the sale of the Property or the consummation of the
13 transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be
14 applicable exclusively to the agreements, documents, and instruments approved and/or authorized by
15 this Ordinance, and containing a severability clause, and an emergency clause.

16 **WHEREAS**, pursuant to certain City of St. Louis (“St. Louis”) ordinances approving the
17 purchase of real estate required for noise abatement purposes and/or the development or
18 improvement of Lambert-St. Louis International Airport® (“Airport”), and in accordance with
19 Federal Aviation Regulation (“FAR”) part 150 Noise Compatibility Program and the Federal
20 Aviation Administration Airport Improvement Program (the “AIP”), St. Louis, acting through St.
21 Louis’ Airport Authority, has acquired and St. Louis is the fee owner of 31 parcels containing

1 approximately 17.9 acres located in St. Louis County, Missouri and is more fully described in
2 EXHIBIT A to the Agreement and Contract of Sale, which is attached hereto and incorporated
3 herein;

4 **WHEREAS**, pursuant to Section 809 of the Lambert-St. Louis International Airport®
5 Amended and Restated Indenture of Trust dated October 15, 1984 and amended and restated on
6 September 10, 1997 (as amended, the “Airport Indentures”), St. Louis and St. Louis’ Airport
7 Authority have determined that the Property is not necessary or useful in the operation of the
8 Airport and is not needed for further aviation purposes of the Airport and, therefore, St. Louis
9 may dispose of or transfer the Property in order that it may be redeveloped for uses compatible
10 with the Airport;

11 **WHEREAS**, pursuant to the AIP, St. Louis may dispose of the Property only upon a
12 showing that such disposition is at a fair market value, and is in accordance with a developed
13 land use plan as approved by the Federal Aviation Administration; and

14 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement
15 and Contract of Sale are acceptable and that the execution, delivery and performance by St.
16 Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are
17 in the best interests of St. Louis and the Airport and promote the health, safety, and welfare of its
18 residents and the traveling public.

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

20 **SECTION ONE.** The Director of Airports and the Comptroller of the City of St. Louis
21 (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the

1 “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”**
2 which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis
3 International Airport® (“Airport”) which is located in St. Louis County, Missouri, and the City of
4 Kinloch, Missouri, a municipal corporation (“Buyer”), necessary for the sale by St. Louis to Buyer
5 of certain surplus property (the “Property”) located in St. Louis County that is more fully described
6 in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject
7 to its provisions and to the applicable rules and regulations of the Federal Aviation Administration
8 (“FAA”) and the applicable provisions of the Airport’s Amended and Restated Indenture of Trust
9 dated October 15, 1984 and amended and restated on September 10, 1997 (as amended, “Airport
10 Indentures”).

11 **SECTION TWO.** Proceeds from the sale of the Property shall be held by St. Louis in
12 accordance with the provisions of the Agreement and Contract of Sale and in accordance with
13 applicable FAA rules and regulations for the release and sale or transfer of surplus property.

14 **SECTION THREE.** The Mayor and the Comptroller of St. Louis are hereby authorized
15 and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in
16 the form as set out in EXHIBIT C to the Agreement and Contract of Sale subject to and in
17 accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever
18 quit-claiming unto Buyer, its successors and assigns the Property subject to the easement and
19 restrictive covenants as defined and provided for in the Quit Claim Deed.

20 **SECTION FOUR.** The execution and delivery by St. Louis of the agreements, documents,
21 and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA’s

1 prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the
2 provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price”
3 of Three Hundred Fifty Four Thousand Dollars (\$354,000) as defined and provided for in Section 2
4 of the Agreement and Contract of Sale, c) Buyer’s development plan for the surplus Property, and d)
5 any other related matter required to be submitted to and approved by the FAA.

6 **SECTION FIVE.** The Mayor, the Comptroller, the Register, the City Counselor, and other
7 appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of
8 Airports are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis’ best
9 interest any attendant or related documents, agreements, affidavits, certificates, or instruments
10 deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit
11 Claim Deed, and/or deemed necessary to preserve and protect St. Louis’ interest, and to take such
12 actions as are necessary or appropriate in connection with the sale Property or the consummation of
13 the transactions contemplated herein.

14 **SECTION SIX.** The terms, covenants, and conditions set forth in this Ordinance shall be
15 applicable exclusively to the agreements, documents, and instruments approved or authorized by this
16 Ordinance and shall not be applicable to any other existing or future agreements, documents, or
17 instruments unless specifically authorized by an ordinance enacted after the effective date of this
18 Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance
19 shall be of no force or effect as to the agreements, documents, and instruments approved and/or
20 authorized by this Ordinance.

21 **SECTION SEVEN.** The sections, conditions, or provisions of this Ordinance or portions

1 thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof
2 contained herein is held invalid by the court of competent jurisdiction, such holding shall not
3 invalidate the remaining sections, conditions or provisions of this Ordinance.

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