

**BOARD BILL NO. 13 INTRODUCED BY ALDERMAN TERRY KENNEDY**

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 David Shupp & Charlene Shupp, a married couple ("Buyer"), necessary for  
8 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  
10 of Sale, subject to and in accordance with 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 between UMB Bank, N.A., Trustee, dated October 15,  
13 1984 as amended, and restated on September 10, 1997 as amended; providing for the deposit of the  
14 proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the  
15 Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed"  
16 substantially in the form as set out in EXHIBIT "B" to the Agreement and Contract of Sale subject  
17 to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and  
18 forever quit-claiming unto Buyer, their successors and assigns, the Property subject to the easement  
19 and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the  
20 execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in

1 this Ordinance on the FAA’s prior written approval of: a) the release and sale of the surplus Property  
2 to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation,  
3 the “Purchase Price” of Eight Thousand Dollars (\$8,000.00), as defined and provided for in Section  
4 2 of the Agreement and Contract of Sale, and d) any other related matter required to be submitted to  
5 and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor,  
6 the Director of Airports, and other appropriate officers, officials, agents, designees, representatives,  
7 and employees of St. Louis, with the advice of the Director of Airports, to enter into and execute on  
8 behalf of St. Louis and in St. Louis’ best interest any attendant or related documents, agreements,  
9 affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the  
10 Agreement and Contract of Sale, the Quit Claim Deed, and/or deemed necessary to preserve and  
11 protect St. Louis’ interest and to take such actions as are necessary or appropriate in connection with  
12 the sale of the Property or the consummation of the transactions contemplated herein; providing that  
13 the provisions set forth in this Ordinance shall be applicable exclusively to the agreements,  
14 documents, and instruments approved and/or authorized by this Ordinance, and containing a  
15 severability clause, and an emergency clause.

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

1 any other applicable federal, state, or local laws and regulations, St. Louis, acting through the  
2 Airport Authority of St. Louis (the “Airport Authority”), has acquired and St. Louis is the fee  
3 owner of approximately 5500 square feet of real property (the “Property”) located in St. Louis  
4 County, Missouri and is more fully described in Section 1 and EXHIBIT “A” to the Agreement  
5 and Contract of Sale, which is attached hereto as **ATTACHMENT “1”** and incorporated herein;

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

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

18 **WHEREAS**, the Board of Aldermen hereby determines that the terms of the Agreement  
19 and Contract of Sale are acceptable and that the execution, delivery and performance by St.  
20 Louis and the Buyer of their respective obligations under the Agreement and Contract of Sale are  
21 in the best interests of St. Louis and the Airport and promote the peace, health, safety, and

1 welfare of its residents and the traveling public.

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

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

5 **SECTION TWO.** The Director of Airports and the Comptroller of the City of St. Louis  
6 (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the  
7 “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”**  
8 which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis  
9 International Airport® (“Airport”), which is located in St. Louis County, Missouri, and David Shupp  
10 & Charlene Shupp, a married couple (“Buyer”), necessary for the sale by St. Louis to Buyer of  
11 certain surplus property (the “Property”) located in St. Louis County that is more fully described in  
12 Section 1 and EXHIBIT “A” of the Agreement and Contract of Sale, subject to and in accordance  
13 with its provisions and to the applicable rules and regulations of the Federal Aviation Administration  
14 (“FAA”) and the applicable provisions of the Airport’s Amended and Restated Indenture of Trust  
15 between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September  
16 10, 1997 as amended.

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

20 **SECTION FOUR.** The Mayor and the Comptroller of St. Louis are hereby authorized  
21 and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in

1 the form as set out in EXHIBIT “B” to the Agreement and Contract of Sale subject to and in  
2 accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever  
3 quit-claiming unto Buyer, their successors and assigns, the Property subject to the easement and  
4 restrictive covenants as defined and provided for in the Quit Claim Deed.

5       **SECTION FIVE.** The execution and delivery by St. Louis of the agreements,  
6 documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the  
7 FAA’s prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the  
8 provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price”  
9 of Eight Thousand Dollars (\$8,000.00), as defined and provided for in Section 2 of the Agreement  
10 and Contract of Sale, and c) any other related matter required to be submitted to and approved by the  
11 FAA.

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

21       **SECTION SEVEN.** The terms, covenants, and conditions set forth in this Ordinance shall

1 be applicable exclusively to the agreements, documents, and instruments approved or authorized by  
2 this Ordinance and shall not be applicable to any other existing or future agreements, documents, or  
3 instruments unless specifically authorized by an ordinance enacted after the effective date of this  
4 Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance  
5 shall be of no force or effect as to the agreements, documents, and instruments approved and/or  
6 authorized by this Ordinance.

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

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