

1 **ORDINANCE 66775** **INTRODUCED BY ALDERMEN MATT VILLA AND**
2 **ALFRED WESSELS**

3
4 AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND
5 COMPTROLLER TO EXECUTE AN INTERGOVERNMENTAL
6 COOPERATION AGREEMENT (“INTERGOVERNMENTAL AGREEMENT”)
7 BY AND AMONG THE CITY OF ST. LOUIS, MISSOURI (“CITY”), THE
8 COUNTY OF ST. LOUIS, MISSOURI (“COUNTY”), THE LAND
9 REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS (“LRA”), THE
10 METROPOLITAN ST. LOUIS SEWER DISTRICT (“MSD”), THE ST. LOUIS
11 COUNTY PORT AUTHORITY (“COUNTY PORT AUTHORITY”), AND
12 PINNACLE ENTERTAINMENT, INC. (“PINNACLE”), TO CONSTRUCT AN
13 ACCESS ROAD (“ACCESS ROAD”) NEAR THE RIVER DES PERES TO
14 THE PINNACLE DEVELOPMENT SITE IN ST. LOUIS COUNTY (“THE
15 PINNACLE DEVELOPMENT SITE”); AND AUTHORIZING THE MAYOR
16 AND THE COMPTROLLER TO GRANT A PERPETUAL EASEMENT WITH
17 RESTRICTIONS CERTAIN CITY PROPERTY FOR THE ACCESS ROAD,
18 AND TO CONVEY WITH RESTRICTIONS CERTAIN CITY PROPERTY FOR
19 USE AS A PARK AND OTHER USES, WHICH PROPERTIES ARE AT OR
20 NEAR THE RIVER DES PERES TO THE PINNACLE DEVELOPMENT SITE,
21 AND TO CONVEY CERTAIN CITY PROPERTY LOCATED AT OR NEAR
22 1031 AND 1035 COMMERCIAL STREET TO THE LAND CLEARANCE FOR
23 REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS (“LCRA”)

1 IN CONNECTION WITH THE PINNACLE DEVELOPMENT SITE LOCATED
2 IN THE CITY OF ST. LOUIS; AND CONTAINING A SEVERABILITY AND
3 AN EMERGENCY CLAUSE.

WHEREAS, Section 16 of Article VI of the Missouri Constitution allows and provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

WHEREAS, Sections 70.210 to 70.325 MO. Rev. Stat. (2000), as amended (herein referred to as the “Intergovernmental Agreement Act”) , allow and provide, in pertinent part, for municipalities and political subdivisions of the State of Missouri to contract and cooperate with any other municipality or political subdivision for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the St. Louis County Council approved Pinnacle to construct and operate a gaming facility at the old National Lead Site in south St. Louis County by Ordinance No. 21,908; and

WHEREAS, the County and Pinnacle have selected a preferred access road that lies partly within the boundaries of the City of St. Louis and partly within the boundaries of St. Louis County; and

WHEREAS, in addition to the City, County, LRA, MSD, and the County Port Authority own property along the Access Road; and

WHEREAS, condemnation of private properties located within the City of St. Louis may

be necessary to construct the Access Road, and therefore, it may be necessary for the City to initiate condemnation proceedings or to grant authority to the County to initiate condemnation proceedings in the name of the City to acquire such necessary property interests for the Access Road; and

WHEREAS, the Intergovernmental Agreement provides for the City and the LRA to transfer ownership of properties the City and the LRA own along the Access Road for the construction of the Access Road and to enhance St. Louis County's Lemay Park; and

WHEREAS, the Intergovernmental Agreement provides for MSD to devote, dedicate or establish public property interests necessary for the construction of the Access Road; and

WHEREAS, Pinnacle, pursuant to a Lease and Development Agreement with the County Port Authority dated August 12, 2004, has agreed to fund the construction of the Access Road; and

WHEREAS, the Intergovernmental Agreement provides that upon completion of the Access Road, the County shall maintain the Access Road and assume liability for claims arising out of the maintenance of the Access Road; and

WHEREAS, the City Board of Alderman hereby determines that the terms of the Intergovernmental Agreement are acceptable and that the execution, delivery and performance by the City and the County, the LRA, MSD, the County Port Authority, and Pinnacle of their respective obligations under the Intergovernmental Agreement are in the best interests of the County and the health, safety, morals and welfare of its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS, MISSOURI,

AS FOLLOWS:

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SECTION ONE. Approval of the Intergovernmental Agreement. The Mayor and the Comptroller are authorized and directed to execute, on behalf of the City, the Intergovernmental Agreement as attached hereto as Exhibit 1 and the City Register is hereby authorized and directed to attest to same and to affix the seal of the City thereto. The Intergovernmental Agreement shall provide for the City to transfer certain property interests to the County for construction of the Access Road, to cooperate with the County, the LRA, MSD, the County Port Authority, and Pinnacle for the design, planning, construction, maintenance of the Access Road, and assumption of liability for claim brought pursuant to maintenance of the Access Road. The Intergovernmental Agreement shall provide for the City to cooperate with the County to condemn any and all private property necessary for the Access Road identified in the Intergovernmental Agreement. The Intergovernmental Agreement shall be conditioned upon the sale of certain property from the LCRA to Pinnacle pursuant to that certain Property Purchase Agreement between the LCRA and Pinnacle authorized by LCRA Resolution 05-LCRA-7967E dated July 7, 2005, as it may be amended from time to time. The Intergovernmental Agreement shall provide for the County to enter into a Road Development Agreement, which is attached to the Intergovernmental Agreement as Exhibit F for the purposes of designing, planning, funding, construction, and maintenance of the Access Road. The Intergovernmental Agreement shall provide for a Transportation Development District, if the parties determine such is necessary. The Intergovernmental Agreement shall be substantially in the form on file with the Register with such changes therein as shall be approved by the Mayor and Comptroller with the advice of the City Counselor, and as may be consistent with the intent of this Ordinance and the Intergovernmental Agreement and necessary, desirable, convenient or proper in order to carry

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out the matters herein authorized.

SECTION TWO. Additional Authority. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION THREE. Recording of the Intergovernmental Agreement. Upon execution of the Intergovernmental Agreement, the Register or designee shall cause a copy of the Intergovernmental Agreement to be filed in the office of the Missouri Secretary of State and in the office of the Recorder of Deeds of the City, as required by Section 70.300 Mo. Rev. Stat.(2000)

SECTION FOUR. Transfer of City Property The Mayor and the Comptroller are hereby authorized and directed to grant a Perpetual Easement with restrictions to the County Port Authority for the property described on Exhibit B-1 of the Intergovernmental Agreement necessary for the construction of the Access Road and to execute a Quit Claim Deed or other acceptable form of conveyance as determined by the City Counselor with restrictions to the County Port Authority for that property described on Exhibits B-2 and D of the Intergovernmental Agreement. The Mayor and the Comptroller are hereby authorized and directed to execute a Quit Claim Deed or other acceptable form of conveyance as determined by the City Counselor to LCRA for that property located at or near 1031 and 1035 Commercial Street described in Exhibit 2 attached hereto in connection with the Pinnacle development site

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located in the City of St. Louis and the sale of certain property from the LCRA to Pinnacle pursuant to that certain Property Purchase Agreement between the LCRA and Pinnacle authorized by LCRA Resolution 05-LCRA-7967E dated July 7, 2005, as it may be amended from time to time.

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

SECTION SIX. Emergency Clause. This being an ordinance for the preservation of the 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 1

Intergovernmental Agreement

(attached)

EXHIBIT 2

City Property to Be Conveyed to LCRA

Parcel 1:

A parcel of land in Block 18 of the City of St. Louis, described as: Beginning at the point of intersection of the South line of Carr Street, 50 feet wide, and the West line of Wharf Street; thence South 7 degrees 51 minutes 22.775 seconds West along said West line of Wharf, 149.712 feet, to a point; thence South 69 degrees 06 minutes 27.553 seconds West, 80.893 feet, to a point; thence North 81 degrees 26 minutes 19.225 seconds West, 29.081 feet, to a point in the East line of the 20 foot wide alley in City Block 18; thence North 7 degrees 51 minutes 22.775 seconds East along said East line of alley, 63.812 feet, to a point; thence North 68 degrees 18 minutes 17.601 seconds East, 92.083 feet, to a point; thence North 19 degrees 20 seconds 09.40 seconds West, 88.932 feet, to a point in the South line of Carr Street 50 feet wide, thence South 82 degrees 10 minutes 82.225 seconds East along the South line of Carr Street, 50 feet wide, 60.210 feet to the point of beginning.

Parcel 2:

All that part of Lot Four (4) in City Block Eighteen (18) described, as follows:

Beginning at the Northeast corner of Lot 1 in said City Block 18, which is also the point of intersection of the South line of Carr Street, 50 feet wide and the West line of the North and South alley 20 feet wide in said City Block 18, thence South 7 degrees 51 minutes 22.775 second West, one hundred thirty-five and one hundred fifteen thousandths (135.115) feet along said West line of alley 20 feet wide, to a true point of beginning; thence South 68 degrees 18 minutes 17.601 seconds West, twenty-three and four hundred seventy-eight thousandths (23.478) feet, to a point; thence South 8 degrees 33 minutes 40.775 seconds West, thirty-three and three hundred eight thousandths (33.308) feet, to a point in the South line of said Lot 4; thence South 82 degrees 08 minutes 37.225 seconds East, along said South line of Lot 4, twenty and eight hundred thirty-four thousandths (20.834) feet, to a point in the Western line of said alley 20 feet wide, which is also the Southeast corner of said Lot 4; thence North 7 degrees 51 minutes 22.775 seconds East, along said West line of alley 20 feet wide, forty-four and eight hundred eighty-five thousandths (44.885) feet, to the true point of beginning aforesaid.

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ADOPTED: _____

Mayor

APPROVED: _____

ATTEST: _____
Register