

1 **BOARD BILL N0. 219 INTRODUCED BY ALDERWOMAN TAMMIKA HUBBARD,**
2 **ALDERMAN JACK COATAR**

3 An ordinance recommended by the Board of Estimate and Apportionment and the Board
4 of Public Service authorizing and directing the execution and delivery of a St. Louis Riverfront
5 Stadium Project Financing, Construction and Lease Agreement (the “Financing Agreement”) by
6 and among The City of St. Louis, Missouri (the “City”), the Regional Convention and Sports
7 Complex Authority (the “Authority”), and the State of Missouri (the “State”, and collectively
8 with the City, the “Sponsors”), pertaining to the design, construction, financing and leasing of a
9 new professional sports facility designed to host professional football and other sporting,
10 recreational, and entertainment events, and issuance of and provision for repayment of bonds
11 issued by the Authority to finance said facility; authorizing the planning, design and construction
12 of certain public works or improvements; authorizing and directing the Mayor and the
13 Comptroller to enter into and execute, on behalf of the City, said Financing Agreement;
14 authorizing and directing the taking of other actions and approvals and execution of other
15 documents as necessary or desirable to carry out and comply with the intent hereof; and
16 containing an emergency clause and a severability clause.

17 WHEREAS, the Authority is authorized to plan, construct, lease, operate and maintain
18 sports stadiums and other facilities and to issue bonds for such purposes; and

19 WHEREAS, the Authority is currently planning to redevelop a portion of the City by
20 construction of a new professional sports facility (the “Stadium”) which will be owned by the
21 Authority and designed to host professional football and other sporting, recreation and
22 entertainment events and other improvements as further described in the Financing Agreement

1 (collectively, the “Project”), and a National Football League (“NFL”) franchise (the “NFL
2 Team”) is expected to enter into a lease, sublease or other binding commitment with the
3 Authority to play NFL football games in the Project for a term not shorter than 30 years or the
4 term of any bonds secured by City payments (whichever is longer); and

5 WHEREAS, the Project will significantly benefit the Sponsors by: (a) increasing state
6 and local tax revenues through the creation of new jobs and the retention of existing jobs; (b)
7 increasing state and local tax revenues through increased sales; (c) increasing state and local tax
8 revenues through increased property tax values; (d) increasing state and local tax revenues
9 through increased taxes withheld or paid by employers; (e) increasing sports activity, recreational
10 entertainment, convention, and tourism activities within the City and the State; and (f) causing
11 redevelopment of an area within the City in need of redevelopment and creating an environment
12 to stimulate additional private investment in the area in and near the area in which the Project
13 will be located; and

14 WHEREAS, the City is authorized pursuant to the Constitution and the laws of the State
15 of Missouri, the City Charter, and other applicable provisions of law, to enter into contracts,
16 agreements, leases and subleases with the State, other governmental entities such as the
17 Authority and other entities and individuals, to acquire, sell, convey, lease, sublease, own,
18 operate, finance, develop or improve or any combination thereof property, including, without
19 limitation, the Project, and to agree to pay rents or other fees or charges, subject to annual
20 appropriations; and

21

1 WHEREAS, Section 70.220(1) RSMo. further authorizes the City to cooperate with
2 private parties in support of the development and operation of public facilities; therefore, in
3 support of the development and operation of the Project, in conjunction with the funding
4 obligations of the Authority and the State described in the Financing Agreement, subject to
5 annual appropriations, the City is prepared to provide one or more annual appropriations as
6 described in the Financing Agreement for purposes of pledging certain tax revenues for
7 reimbursement to the NFL Team that will utilize the Project and providing debt service,
8 including paying agent fees, trustee fees and other annual debt service-related fees over the term
9 of one or more bond issues or other debt financings of the Authority that will provide funds for
10 payment of construction costs for the Project; and

11 WHEREAS, in order for the Sponsors and the Authority to cooperate in the design,
12 construction, financing and operation of the Project, it is necessary that the City enter into and
13 execute the Financing Agreement, a form of which is attached hereto and marked as Exhibit A;
14 and

15 WHEREAS, the Financing Agreement expressly provides that the Authority shall be
16 solely responsible for the risk of any costs overruns with regards to the Project and the City shall
17 not be obligated to (a) make any annual appropriations in excess of the amounts expressly set
18 forth in the Financing Agreement or (b) levy any new taxes in order to raise revenues to make
19 such annual appropriations; and

20 WHEREAS, the Financing Agreement expressly provides that the performance of the
21 Sponsors under the Financing Agreement is expressly contingent upon the receipt of evidence of

1 the satisfaction of all of the following conditions to the reasonable satisfaction of the Authority
2 and the Sponsors by the date stated in the Financing Agreement:

3 (a) The NFL irrevocably commits to a contribution of not less than \$200,000,000 for
4 the Project from the NFL G4 program or from other funds;

5 (b) The NFL Team signs a lease, sublease or other binding commitment (the "NFL
6 Team Lease") to play NFL football games in the sports facility constructed as part of the
7 Project for a term of not less than 30 years or the term of the Project Bonds, whichever is
8 longer;

9 (c) The NFL Team signs a binding and enforceable non-relocation agreement with
10 the Authority that includes specific performance and injunctive relief provisions, pursuant
11 to which (A) the NFL Team will irrevocably and unconditionally commit and guarantee
12 to play all its home pre-season, regular season, and post-season games at the Project for a
13 term of not less than 30 years (subject to a limited number of NFL-approved neutral site
14 games and other customary exceptions), and (B) the NFL Team will be required to
15 maintain its membership in the NFL during such term and will be prohibited from (1)
16 relocating from the City, (2) applying to the NFL to transfer to another location outside of
17 the City, (3) entering into or participating in any negotiations or discussions with, or
18 applying for, or seeking approval from, third parties with respect to any agreement,
19 legislation, or financing that contemplates or would be reasonably likely to result in, any
20 breach of the non-relocation agreement, and (4) terminating the non-relocation agreement
21 during the term of the NFL Team Lease;

(d) The NFL Team irrevocably commits to a contribution of not less than \$250,000,000 for the Project;

(e) The Authority receives proceeds from the sale of seat licenses or from other funds for the Project in an amount of not less than \$160,000,000;

(f) The final closing of any financing transactions necessary to effectuate (a)-(e) above; and

WHEREAS, in further cooperation and support of the Project, the City, on behalf of the
City, desires to make public works and improvements upon property near or adjacent to the
of the Project, and the Ordinance, and the public works and improvements specified herein,
been recommended and approved by the Board of Public Service; and

WHEREAS, the Financing Agreement requires that the Authority shall (a) cause the
Authority to comply with all applicable federal, state and local laws and executive orders regarding
procurement, hiring and employment, including applicable executive orders setting reasonable
goals for minority and women owned business participation and minority hiring, including, but
not limited to, the Mayor's Executive Orders #28, #46 and #47, and Ordinance Nos. 68412 and
68413, establishing apprenticeship training, workforce diversity, and city resident programs, all as
amended as of the date of the Financing Agreement, (b) afford the City reasonable access
to monitor compliance with such goals and consider the formation of an oversight committee to
monitor compliance with such goals and to report its findings to the Board of Alderman of the
City, (c) cooperate with the City to provide continued support for the City's efforts regarding
procurement with minority and women owned businesses for the construction and operation of the
Project, including possible financial, accounting, and/or legal support, during the term of the

1 Financing Agreement, and (d) enter into a minority participation plan on terms approved by City
2 staff; and

3 WHEREAS, essential governmental public purposes are being served by entering into the
4 Financing Agreement, causing the bond issues or other debt financings of the Authority and in
5 providing financial assistance to the Project as described herein, and the City hereby finds and
6 determines that it is desirable and in the best interests of the City and its residents and inhabitants
7 to execute the Financing Agreement and undertake the Public Infrastructure Improvements
8 defined herein in order to cause the redevelopment of the Project area in accordance with the
9 Financing Agreement, which redevelopment includes, but is not limited to, assistance in the
10 physical, economic, and social development of the City, encouragement of a sense of community
11 identity, safety and civic pride, the elimination of impediments to land disposition and
12 development in the City, creation of sustainable jobs, and provision of additional tax revenue to
13 the City.

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

15 **SECTION ONE.** The Board of Aldermen hereby adopts the foregoing recitals as
16 findings.

17 **SECTION TWO.** The Financing Agreement is hereby approved by the Board of
18 Aldermen of the City, and the Mayor and Comptroller of the City are hereby authorized and
19 directed to enter into and execute the Financing Agreement for and on behalf of the City. The
20 City Register is hereby authorized and directed to attest to the Financing Agreement and to affix
21 the seal of the City thereto. The Financing Agreement shall be in substantially the form attached
22 hereto as Exhibit A, with such changes therein as shall be approved by the Mayor and as may be

1 consistent with the intent of this Ordinance and necessary, desirable, convenient or proper to
2 carry out the matters herein authorized.

3 **SECTION THREE.** The Mayor and Comptroller of the City, or their designated
4 representatives, are hereby authorized and directed to take any and all actions and to execute and
5 deliver for and on behalf of the City any and all additional certificates, documents, agreements or
6 other instruments as may be necessary or appropriate in order to carry out the matters herein
7 authorized or required by the Financing Agreement or any documents related to the Project, with
8 no such further action of the Board of Aldermen necessary to authorize such action by the Mayor
9 and the Comptroller or their designated representatives.

10 **SECTION FOUR.** The design, installation, and performance of the public works and
11 improvements made in furtherance of the Project, to wit: vacation, removal and/or reconstruction
12 of public rights of way and City-provided utilities necessary for the Project (collectively, the
13 “Public Infrastructure Work”), are hereby authorized. As required under Section 3.7(e) of the
14 Financing Agreement, the full cost of the Public Infrastructure Improvements, estimated by the
15 Board of Public Service to be \$700,000, shall be paid from funds paid by the Authority or its
16 designee to the hereinafter created Riverfront Stadium Public Works Account. Such Public
17 Infrastructure Work shall be done using materials specified by the Board of Public Service, and
18 in accordance with detailed plans and specifications finally adopted and approved by the Board
19 of Public Service before bids are advertised therefor.

20 **SECTION FIVE.** There is hereby created and ordered to be established in the
21 treasury of the City a Riverfront Stadium Public Works Account, and the funds paid by the
22 Authority pursuant to Section Four of this Ordinance shall be deposited therein.

1 **SECTION SIX.** It is hereby declared to be the intention of the Board of Aldermen

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

10 **SECTION SEVEN.** The Board of Aldermen hereby finds and determines that this

11 Ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City
12 Charter, because this Ordinance provides in part for public works and improvements, and as
13 such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in
14 Article IV, Section 20 of the City Charter.

EXHIBIT A

FINANCING AGREEMENT