

St. Louis City Ordinance 63383

FLOOR SUBSTITUTE

BOARD BILL NO. [94] 181

INTRODUCED BY ALDERMAN TERRY KENNEDY

An ordinance pertaining to the West End Community Center located at 724 Union Boulevard; authorizing the Mayor and the Comptroller to enter into an agreement under certain terms and conditions with the West End Community Center Restoration Corp.

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

The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into an agreement with the West End Community Center Restoration Corp. pertaining to the West End Community Center located at 724 Union Boulevard. The agreement shall be substantially as follows:

AGREEMENT

This Agreement is made as of _____, 1994 between the City of St. Louis (the "City") and the West End Community Center Restoration Corp., a corporation organized under the General Not for Profit Corporation Law of the State of Missouri (the "Restoration Corp.").

WITNESSETH:

WHEREAS, the West End Community Center (the "Center") is a community center owned by the City and located at 724 Union Boulevard; and

WHEREAS, the Center is in a state of disrepair; and

WHEREAS, the condition of the Center is a grave concern to the aldermen and residents of the area served by the Center; and

WHEREAS, the Restoration Corp. desires to restore the Center in cooperation with the West End Community Center Tenant Council, Inc. (the "Tenant Council") and the City; and

WHEREAS, the restoration of the Center will be a benefit to the City and its residents.

NOW, THEREFORE, the City and the Restoration Corp. agree as follows:

1. The Restoration Corp. is authorized to restore the Center.
2. All fund raising activities conducted by the Restoration Corp. shall be subject to prior review by the Director of Parks, Recreation and Forestry (the "Director").
3. The Restoration Corp. shall furnish audited annual financial reports to the Comptroller, except that the Restoration Corp. shall have no obligation to disclose the identity of donors who request anonymity. The Comptroller may conduct an independent audit not less than 48 hours after written notice to the Restoration Corp.
4. The Restoration Corp. shall formulate a written restoration plan (the "Restoration Plan"), which shall be submitted by the Director, upon the Director's review and approval, to the Board of Public Service for its review and approval prior to restoration; the Board of Public Service shall issue a permit to the Restoration Corp. to perform the Restoration Plan as approved by said Board. Said permit shall expire upon the commencement date or earlier if the work under the Plan is not being performed.
5. The Restoration Corp. shall be obligated to restore the Center only to the extent of funds raised. The City may contribute to the restoration at its discretion.
6. The City shall lease the Center to the Restoration Corp. The term of the lease shall commence upon the earlier occurrence of substantial completion of restoration in accordance with the Restoration Plan as determined by the Director and June 30, 1995, or on such other date as the Director and the Restoration Corp. mutually agree (the "Commencement Date") and shall expire on the twentieth anniversary of the Commencement Date (the "Expiration Date"), except that (i) the Restoration Corp. may terminate the lease before the Expiration Date by notifying the City at least 60 days prior to the effective date of such termination; and (ii) the City may terminate the lease before the Expiration Date upon (a) voluntary dissolution of the Restoration Corp., (b) failure of the Restoration Corp.'s board of directors to hold at least two meetings within any calendar year, (c) failure of the Restoration Corp. to complete substantially a material part of the Restoration Plan, such as the Center's gymnasium, auditorium or roof, by June 30, 1996, (d) assessment against the City of environmental liability under paragraph 11 of this Agreement in excess of two million dollars (\$2,000,000) or (e) in the event of

any breach by the Restoration Corp. of any provision hereof (separately, the "Earlier Termination Date").

7. Between the date of this Agreement and the Expiration Date, the Center shall serve exclusively as a community center, except that the City shall have reasonable and discretionary use of the Center.

8. Between the date of this Agreement and the Expiration Date, the City shall have primary responsibility for the management of the Center. During this period, the City shall staff, program and maintain the Center, subject only to annual appropriation.

9. Between the Commencement Date and the Expiration Date or Earlier Termination Date, the Restoration Corp. may assume secondary responsibility for the physical maintenance of the Center. During this period, the Restoration Corp. may physically maintain the Center to any extent that the City does not fulfill its physical maintenance responsibilities under paragraph 8 of this Agreement. In addition, the Restoration Corp. may manage or contribute to the management of the Center in any manner approved by the Tenant Council and the Director.

10. All revenues derived from operation or use of the Center shall be collected by the Restoration Corp. and expended by the Restoration Corp. in connection with the physical maintenance of the Center, except that revenues derived from any program or special event conducted or sponsored by a member of the Tenant Council shall be retained by such member.

11. The City shall defend the Restoration Corp. against all inquiries, investigations, claims and causes of action made or instituted against the Restoration Corp. by any government, instrument of government or private party and shall be responsible for payment of the amount of all judgments, settlements, fines, cleanup costs and other expenses owed by the Restoration Corp. to any government, instrument of government or private party in connection with any act or omission of the City or its agents related to the restoration or management of the Center or in connection with the potential or confirmed presence in the Center of any material regulated under any federal, state or local environmental law, regulation or policy, except that the City shall not be responsible for (i) reimbursement of the Restoration Corp.'s voluntary expenses related to the abatement or containment of asbestos in accordance with the Restoration Plan or (ii) any of such obligations which arise solely out of the negligence or misconduct of the Restoration Corp. or its agents.

12. Between the effective date of the permit issued pursuant to Paragraph 3 and the Expiration Date or Earlier Termination Date, the Restoration Corp. shall maintain a public liability insurance policy, which shall provide coverage of at least one million dollars (\$1,000,000) under a combined single limit policy for personal injury and property damage per occurrence. The Restoration Corp. shall name the City as an additional insured under such policy. Between the Commencement Date and the Expiration Date or Earlier Termination Date, the Restoration Corp. shall use reasonable efforts to maintain a fire and extended coverage insurance policy on the Center in an amount equal to at least 100% of the cost of restoration. The Restoration Corp. shall expend all proceeds from such policy on the restoration of the Center or improvement of any other facility owned by the City.

13. Except as provided in this Agreement, the City shall retain all right, title and interest in the Center.

14. This Agreement shall be governed in accordance with Missouri law.

15. The Restoration Corp. shall not assign any interest under this Agreement without the prior written consent of the Director.

16. The Restoration Corp., its employees and agents shall be independent contractors of the City and shall not attain any rights generally afforded classified or unclassified City employees, including rights or benefits under the City's civil service or pension ordinances.

17. This Agreement constitutes the entire understanding between the City and the Restoration Corp. and shall only be amended in writing.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its authorized officials or officer as of the day and year written above.

CITY OF ST. LOUIS RESTORATION CORP.

_____ By: _____
Mayor President

Comptroller

APPROVED AS TO FORM:

TENANT COUNCIL

BY: _____
President

City Counselor

Register

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
06/24/94	06/24/94	W&M	11/02/94	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
11/04/94			01/20/95	01/27/95
ORDINANCE	VETOED		VETO OVR	
63383				