

BOARD BILL # 113

INTRODUCED BY ALDERMEN YOUNG & WESSELS

1 AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND
2 APPORTIONMENT AUTHORIZING THE CITY OF ST. LOUIS, MISSOURI TO ASSIGN
3 STATE AND LOCAL MODESA REVENUES, DEDICATED MUNICIPAL REVENUES,
4 CONTRACTUALLY PLEDGED CITY REVENUES, CID REVENUES AND TDD
5 REVENUES, AS DEFINED HEREIN, ATTRIBUTABLE TO THE BALLPARK VILLAGE
6 DEVELOPMENT AREA FOR THE PURPOSE OF PAYING THE PRINCIPAL AND
7 INTEREST ON CERTAIN BONDS TO BE ISSUED BY THE INDUSTRIAL
8 DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI; AUTHORIZING
9 THE CITY TO EXECUTE CERTAIN DOCUMENTS RELATED THERETO; AUTHORIZING
10 AND DIRECTING THE TAKING OF OTHER ACTIONS AND APPROVAL AND
11 EXECUTION OF OTHER DOCUMENTS AS NECESSARY OR DESIRABLE TO CARRY
12 OUT AND COMPLY WITH THE INTENT HEREOF; AND CONTAINING A
13 SEVERABILITY CLAUSE.

14 WHEREAS, the City of St. Louis, Missouri (the “City”) is authorized and empowered
15 under the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 to 99.1060,
16 inclusive, of the Revised Statutes of Missouri (2000), as amended (“MoDESA”), to issue
17 obligations and to enter into agreements with other entities for the issuance of obligations for the
18 purpose of providing funds to finance the costs of development projects; and

19 WHEREAS, pursuant to Ordinance No. [_____] [Board Bill #_____] adopted on
20 _____ __, 2012 (the “Approving Ordinance”), the City (a) approved a development plan
21 attached thereto (the “Development Plan”) for development of a certain area within the City of

1 St. Louis, Missouri (the “Development Area”), (b) adopted the development project described in
2 the Development Plan (the “Development Project”), (c) adopted development financing within
3 the Development Area, and (d) established the “City of St. Louis, Missouri, 2012 Special
4 Allocation Fund for the Ballpark Village Development Area” (the “Special Allocation Fund”);
5 and

6 WHEREAS, pursuant to Ordinance No. [_____] [Board Bill #_____] adopted on
7 _____ __, 2012 (the “Authorizing Ordinance”), the City designated the Ballpark Village
8 Development Corporation as developer of the Development Area (the “Developer”), and
9 approved the execution of a Development Agreement by and between the City and the
10 Developer in substantially the form attached to the Authorizing Ordinance (the “Development
11 Agreement”); and

12 WHEREAS, the Development Agreement provides for the issuance by The Industrial
13 Development Authority of the City of St. Louis, Missouri (the “Authority”) of revenue bonds in
14 one or more series (including bonds that are issued to refund any previously issued bonds, the
15 “Bonds”), pursuant to a Trust Indenture between the Authority and the trustee named therein (the
16 “Trustee”) for the purposes of funding Reimbursable Development Project Costs and/or
17 Independent Costs (as defined in the Development Agreement), as well as capitalized interest on
18 the Bonds, reserve funds for the Bonds and the costs of issuance of the Bonds; and

19 WHEREAS, the City desires to execute certain financing documents in order to expedite
20 the issuance and retirement of all MoDESA obligations issued under the Development Plan; and

21 WHEREAS, the Board of Aldermen of the City hereby finds it is advisable, necessary
22 and in the best interests of the City to direct the State MoDESA Revenues, Local MoDESA

1 Revenues, Dedicated Municipal Revenues and Contractually Pledged City Revenues (as
2 hereinafter defined) to payment of the principal of and interest on the Bonds.

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

4 **SECTION ONE. Definitions.**

5 “*CID*” shall have the meaning set forth in Article I of the Development Agreement.

6 “*CID Revenues*” shall have the meaning set forth in Article I of the Development
7 Agreement.

8 “*Contractually Pledged City Revenues*” shall have the meaning set forth in Article I of
9 the Development Agreement.

10 “*Dedicated Municipal Revenues*” shall have the meaning set forth in Article I of the
11 Development Agreement.

12 “*Economic Activity Taxes*” shall have the meaning set forth in Article I of the
13 Development Agreement.

14 “*MoDESA Local Revenues*” shall have the meaning set forth in Article I of the
15 Development Agreement.

16 “*Monitor*” means an urban planner, urban consultant, certified public accountant, lawyer
17 or firm of urban planners, urban consultants, certified public accountants or lawyers selected
18 according to the Indenture, if any, who periodically reviews the method of calculating and the
19 calculations regarding State MoDESA Revenues and MoDESA Local Revenues on deposit in
20 the Special Allocation Fund, Dedicated Municipal Revenues, Contractually Pledged City
21 Revenues, CID Revenues and TDD Revenues.

22 “*Payments in Lieu of Taxes*” shall have the meaning set forth in Article I of the
23 Development Agreement.

1 “*Special Allocation Fund*” shall have the meaning set forth in Article I of the
2 Development Agreement.

3 “*State MoDESA Revenues*” means the revenues described in the State MoDESA
4 Agreement (as defined in the Development Agreement) that are committed to pay the Bonds.

5 “*TDD*” shall have the meaning set forth in Article I of the Development Agreement.

6 “*TDD Revenues*” shall have the meaning set forth in Article I of the Development
7 Agreement.

8 **SECTION TWO. Findings and Determinations.** The Board of Aldermen hereby finds
9 and determines that it is necessary and in the best interests of the City to enter into: (a) a
10 Financing Agreement with the Authority for purposes of directing the State MoDESA Revenues,
11 MoDESA Local Revenues, Dedicated Municipal Revenues, Contractually Pledged City
12 Revenues, CID Revenues and TDD Revenues to payment of the Bonds, in substantially the form
13 attached hereto as **Exhibit A** and incorporated herein by reference (the “Financing Agreement”);
14 and (b) an Intergovernmental Cooperation Agreement among the City, the CID and the TDD
15 pertaining to the collection and distribution of CID Revenues and TDD Revenues, in
16 substantially the form attached hereto as **Exhibit B** and incorporated herein by reference (the
17 “Cooperation Agreement”). The Board of Aldermen further finds and determines that it is
18 necessary and in the best interests of the City to enter into (a) a Continuing Disclosure
19 Agreement with a party selected as “dissemination agent,” for the purpose of complying with
20 certain municipal securities rules and regulations, in such form as the City Counselor, upon the
21 advice of bond counsel, determines is customary for similar transactions at the time the Bonds
22 are issued (the “Disclosure Agreement”) and (b) a Tax Compliance Agreement among the City,
23 the Authority and the Trustee relating to that portion of the Bonds that may be issued on a tax-

1 exempt basis and pertaining to the use and investment of the proceeds of such portion of the
2 Bonds and the establishment and maintenance of the tax-exempt status thereof, in such form as
3 the City Counselor determines is customary for similar transactions at the time the Bonds are
4 issued (the “Tax Agreement” and together with the Financing Agreement, the Cooperation
5 Agreement and the Disclosure Agreement, the “City Financing Documents”).

6 **SECTION THREE. Nature of Obligations.** The Bonds and the interest thereon shall
7 be special, limited obligations of the Authority, and shall not constitute an indebtedness of the
8 City, the Authority, or the State of Missouri within the meaning of any constitutional or statutory
9 debt limitation or restriction. The obligation of the City to make payments of Economic Activity
10 Taxes, Dedicated Municipal Revenues and Contractually Pledged City Revenues is subject to
11 annual appropriation pursuant to **SECTION FOUR** hereof. The taxing power of the City is not
12 pledged to the payment of the Bonds either as to principal or interest or to the payment of State
13 MoDESA Revenues, MoDESA Local Revenues, Contractually Pledged City Revenues,
14 Dedicated Municipal Revenues, CID Revenues or TDD Revenues under any financing
15 agreement related thereto.

16 **SECTION FOUR. Appropriating, Pledging and Assigning of Certain Revenues.**
17 The City hereby agrees, so long as the Bonds are outstanding, to apply the Available Revenues
18 (as defined in the Development Agreement) and Contractually Pledged City Revenues and any
19 taxes, fees or assessments subsequently enacted and imposed in substitution therefor and
20 allocable to the Special Allocation Fund to the repayment of Bonds in accordance with the
21 Financing Agreement. The City covenants and agrees that it will comply with the Charter of The
22 City of St. Louis, Article XVI, Section 3 for each fiscal year of the City that the Bonds are
23 outstanding and the City will request an appropriation from the Board of Aldermen of all

1 Available Revenues and Contractually Pledged City Revenues for application to the payment of
2 the principal of and interest on the Bonds.

3 **SECTION FIVE. Reporting of Revenue Data.** The City hereby agrees that it shall
4 provide to the Monitor, if one is selected: (a) on a monthly basis, a report of all Economic
5 Activity Taxes that are sales tax revenues received during the previous month; (b) on a monthly
6 basis, a report of all Dedicated Municipal Revenues and Contractually Pledged City Revenues
7 received during the previous month; (c) on a monthly basis, a report of all State MoDESA
8 Revenues received during the previous month; and (d) on a monthly basis, a report of all
9 MoDESA Local Revenues received during the previous month. In addition, the City agrees to
10 cooperate with the Monitor for verification of calculations and deposits of all Available
11 Revenues.

12 **SECTION SIX. Authority and Direction to Execute and Deliver City Financing**
13 **Documents.** The City is hereby authorized to enter into, and the Mayor and the Comptroller and
14 such other officers of the City as are appropriate are hereby authorized and directed to execute,
15 seal, attest and deliver, for and on behalf of and as the act and deed of the City, the City
16 Financing Documents, each with such changes as shall be approved by the appropriate officers
17 of the City executing such documents, such officers' signatures thereon being conclusive
18 evidence of their approval thereof. The Mayor, the Comptroller, and other appropriate officers,
19 agents and employees of the City, with the advice and concurrence of the City Counselor, are
20 hereby further authorized and directed to participate with the Authority and the underwriter of
21 the Bonds in the preparation of any preliminary Official Statement and final Official Statement,
22 and to execute and deliver such agreements as are necessary and desirable in order to assist the

1 underwriter of the Bonds in complying with Rule 15c2-12 of the Securities and Exchange
2 Commission.

3 **SECTION SEVEN. Further Authority.** The Mayor, the Comptroller, the Treasurer
4 (as to permitted investments only) and other appropriate officers, agents and employees of the
5 City are hereby authorized to take such further actions and execute such other documents as may
6 be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry
7 out, comply with and perform the duties of the City with respect to the City Financing
8 Documents.

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

18 **SECTION NINE. Construction.** In the event of any inconsistency between the
19 provisions of this Ordinance and the provisions of any prior ordinances, the provisions of this
20 Ordinance shall prevail.

21 **SECTION TEN. Governing Law.** This Ordinance shall be governed exclusively by
22 and construed in accordance with the applicable laws of the State of Missouri without reference
23 to its conflict of laws principles.

EXHIBIT A
FORM OF FINANCING AGREEMENT

(Attached hereto.)

EXHIBIT B

FORM OF INTERGOVERNMENTAL COOPERATION AGREEMENT

(Attached hereto.)