

1           **AN ORDINANCE AUTHORIZING THE EXECUTION OF AN**  
2           **INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN**  
3           **THE CITY AND THE CARONDELET COMMONS COMMUNITY**  
4           **IMPROVEMENT DISTRICT PRESCRIBING THE FORM AND DETAILS**  
5           **OF SAID AGREEMENT; MAKING CERTAIN FINDINGS WITH**  
6           **RESPECT THERETO; AUTHORIZING CERTAIN OTHER ACTIONS OF**  
7           **CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.**

8           WHEREAS, the City of St. Louis, Missouri (the “City”), is a body corporate and a  
9           political subdivision of the State of Missouri, duly created, organized and existing under and by  
10          virtue of its charter, the Constitution and laws of the State of Missouri; and

11          WHEREAS, Mo. Rev. Stat. 67.1400 et seq. (the “CID Act”) authorized property owners  
12          with the approval of the City of St. Louis to establish Community Improvement Districts; and

13          WHEREAS, the property owners filed a petition with the City of St. Louis signed by the  
14          authorized representatives of the owners of more than fifty percent by assessed value and per  
15          capita of the property located within the Carondelet Commons Community Improvement  
16          District; and

17          WHEREAS, the Register of the City of St. Louis did review and determine that the  
18          Petition substantially complied with the CID Act; and

19          WHEREAS, after duly noticed public hearing, the Board of Aldermen approved  
20          Ordinance 69608, approved November 6, 2013, establishing the Carondelet Commons  
21          Community Improvement District; and

22          WHEREAS, the CID intends to undertake certain improvements within the District,  
23          including, without limitation, property acquisition and site preparation, the elimination of

1 blighted conditions including, without limitation, demolishing, removing and/or constructing  
2 buildings and other improvements to eliminate blight, the upgrading, installation, or relocation of  
3 public utilities/utility infrastructure, the re-surfacing, repair, replacement and/or construction of  
4 improvements to existing public parking facilities, traffic improvement, and related  
5 improvements and more fully described in Exhibit B to the CID Agreement (the “CID Projects”)  
6 and

7 WHEREAS, the City has approved the use of Tax Increment Financing in the area where  
8 the CID exists; and

9 WHEREAS, the City intends to enter into that certain Intergovernmental Cooperation  
10 Agreement (the “CID Agreement”) in the form attached hereto as Exhibit A and incorporated  
11 herein by reference; and

12 WHEREAS, the Board of Aldermen hereby determines that the terms of the CID  
13 Agreement are acceptable and that the execution thereof, and deliverance and performance by  
14 the City and the CID of their respective obligations therein are in the best interests of the City  
15 and the health, safety, morale and welfare of its residents; and

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

17 SECTION ONE. The Board of Aldermen hereby approves the CID Project s submitted to  
18 the City.

19 SECTION TWO. The Board of Aldermen further finds and determines that it is necessary  
20 and desirable to enter into the CID Agreement with the CID in order to implement the CID  
21 Project.

22 SECTION THREE. The Board of Aldermen hereby approves, and the Mayor and  
23 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the

1 CID Agreement by and between the City and the CID in similar form to that attached hereto as  
2 Exhibit A, and the City Register is hereby authorized and directed to attest to the CID Agreement  
3 and to affix the seal of the City thereto. The Agreement shall be in substantially the form  
4 attached, with such changes therein as shall be approved by said Mayor and Comptroller  
5 executing the same and as may be consistent with the intent of this Ordinance and necessary and  
6 appropriate in order to carry out the matters herein authorized.

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

13 SECTION FIVE. The Mayor and Comptroller or their designated representatives, with  
14 the advice and concurrence of the City Counselor and after approval by the Board of Estimate  
15 and Apportionment, are hereby further authorized and directed to make any changes to the  
16 documents, agreements and instruments approved and authorized by this Ordinance as may be  
17 consistent with the intent of this Ordinance and necessary and appropriate in order to carry out  
18 the matters herein authorized, with no such further action of the Board of Aldermen necessary to  
19 authorize such changes by the Mayor or Comptroller or their designated representatives.

20 SECTION SIX. If any section, subsection, sentence, clause, phrase or portion of this  
21 ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of  
22 competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate,

- 1 distinct and independent provision of this ordinance, and such holding or holdings shall not
- 2 affect the validity of the remaining portions of this ordinance.
- 3 515657

**EXHIBIT A – CID AGREEMENT**

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**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**between the**

**CITY OF ST. LOUIS, MISSOURI,**

**and**

**THE Carondelet Commons COMMUNITY IMPROVEMENT DISTRICT**

**Dated as of: \_\_\_\_\_, 2012**

## **INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (this "Agreement") is entered into as of \_\_\_\_\_, 2012, by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, and **THE Carondelet Commons COMMUNITY IMPROVEMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

### **RECITALS**

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of its charter, the Constitution and laws of the State of Missouri;

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the "Act" or the "TIF Act"), authorizes the City to undertake redevelopment projects within designated areas of the City;

WHEREAS, the Missouri Community Improvement District Act, Sections 67.1400 et seq., Revised Statutes of Missouri, (the "CID Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate projects to remediate blight, and otherwise benefit the redevelopment area, as provided for by the CID Act;

WHEREAS, on November 28, 2011 and amended December 19, 2011, the developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and developer contemplated that a community improvement district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain community improvement district projects, as that term is defined in the "CID Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on January 12, 2012 following a public hearing began on that date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the 1549-Carondelet Commons Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on March 9, 2012, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 69115 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 69114 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, on February 7, 2012, the property owners in the vicinity of 1601 South Jefferson filed a petition for the formation of the community improvement district (the "CID Petition") with the City of St. Louis, Missouri;

WHEREAS, the CID Petition identified certain services and improvements authorized to be undertaken by the District including the construction, reconstruction, installation, repair and maintenance, including landscaping, of the streetscape;

WHEREAS, specifically the District plans to reconstruct, repair, landscape and maintain the median in S. Jefferson Avenue (the "CID Project");

WHEREAS, it is the intention of the CID to attempt to add area to the north, and, if successful, the CID will include in the CID Project the median in that portion of S. Jefferson, and the definition of CID Project will be changed accordingly;

WHEREAS, on March 28, 2012, the City approved Ordinance No. 69138, which, among other things, established the District as a political subdivision pursuant to and in accordance with the CID Act;

WHEREAS, the District has imposed a community improvement district sales tax at a rate of one percent (1%) (the "CID Sales Tax") pursuant to the CID Act, for the purpose of providing funds to finance the costs of the CID Project;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and the existence of the CID Sales Tax contributes to the payment of any TIF Obligations issued by the City; and

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, sharing in the goal of the Redevelopment Plan will agree to maintain the CID Sales Tax at least as long as TIF Obligations are outstanding; (b) the City and District will agree to cooperate on the implementation by the District of the CID Project; and (c) the CID agrees that its first priority for funding (after payment of CID Administrative Costs) is the CID Project and if necessary it will allocate all available CID Revenues to this purpose.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **ARTICLE I.**

### **Section 1.1** Definitions of Words and Terms.

The words and terms as used in this Agreement shall have the same meaning as provided in the Redevelopment Agreement unless a different meaning is specifically provided below:

“*Agreement*” means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with its terms.

“*Approving Ordinance*” means Ordinance 69115, as may be amended, adopted by the City on March 9, 2012, approving the Redevelopment Plan.

“*Authorizing Ordinance*” means Ordinance 69114, as may be amended, adopted by the City on March 9, 2012, authorizing the Redevelopment Agreement.

“*Available CID Revenue*” means all proceeds of the CID Sales Tax imposed by the District, after deducting (a) the Collection Fee, (b) that portion of the CID Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement) and (c) the CID Administrative Costs.

“*CID Act*” means the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

“*CID Administrative Costs*” means an amount not to exceed \$10,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the CID Project.

“*CID Project Costs*” means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the CID Project, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of construction; (e) cost of ongoing landscaping and maintenance; and (f) CID Administrative Costs, including without limitation reimbursement to the District or those acting for the District for any of the above enumerated costs and expenses incurred and/or paid before execution of this Agreement.

“*CID Sales Tax*” means the community improvement district sales tax authorized by the CID Act and imposed by the District at a rate of one percent (1%) as authorized by the District’s board of directors and approved by the qualified voters of the District in accordance with the CID Act, this Agreement and the Redevelopment Agreement.

“*CID Revenues*” means revenues of the CID created in accordance with the CID Act.

“*City*” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, including without limitation, in its capacity as a “local community improvement authority” within the meaning of the CID Act.

“*Collection Fee*” means an amount charged by the Missouri Department of Revenue for the collection of the CID Sales Tax.

“*District*” or “*CID*” means The Carondelet Commons Community Improvement District, a political subdivision of the State of Missouri upon approval of Ordinance 69138, pursuant to and in accordance with the CID Act.

“*Debt Service*” means principal and interest payments, rebate (if any), and Trustee and monitoring fees associated with the portion of the CID Obligations related to the CID Project.

“*EATS Account*” means the Economic Activity Tax Account in the Special Allocation Fund.

“*Economic Activity Taxes*” or “*EATS*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“*Note Ordinance*” means Ordinance approved by the City, and authorizing the issuance of not to exceed \$\_\_\_\_\_ Million Dollars, plus the costs of issuance, in TIF Obligations.

“*Redevelopment Agreement*” means the Redevelopment Agreement dated as of \_\_\_\_\_ by and between the City and the developer as authorized by Ordinance 69114, including all amendments thereto.

“*Redevelopment Projects*” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 69115.

“*Special Allocation Fund*” means the City of St. Louis, Missouri, 1549-Carondelet Commons Special Allocation Fund created by the Approving Ordinance, and including the accounts and sub-accounts (if any) into which TIF Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account and an EATS Account.

“*TIF Act*” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“*TIF Obligation*” means the TIF Note or Bond as defined by and issued pursuant to the Note Ordinance.

**Section 1.2 Rules of Interpretation.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

**Section 1.3 Recitals.** All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

**ARTICLE II.  
REPRESENTATIONS**

**Section 2.1 Representations by the District.** The District represents as follows:

a. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

b. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The District has taken all necessary action to approve the CID Project. No further action or approvals by the District is necessary in connection with the construction or financing of the CID Project, except with respect to the approval of certain matters relating to the use of CID Sales Tax proceeds for the payment of CID Administrative Costs, as provided in this Agreement and the Note Ordinance.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

e. No official or employee of the District has any significant or conflicting interest, financial or otherwise, in the CID Project or in the transactions contemplated by this Agreement, except as may be expressly authorized by the CID Act and not otherwise prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

f. There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

g. The CID will endeavor to expand its boundaries by the addition of 1549 S. Jefferson, also referred to as RPA2 in the Redevelopment Plan.

**Section 2.2 Representations by the City.** The City represents as follows:

a. The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city and is the political subdivision in which the District is located.

b. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The City has taken all necessary action to approve the CID Project, subject to the terms of this Agreement.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

e. No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the CID Project or in the transactions contemplated by this Agreement.

f. There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

**ARTICLE III.  
CONSTRUCTION, MAINTENANCE AND  
USE OF THE CID PROJECT**

**Section 3.1 Construction of the CID Project.** The District and the City both hereby acknowledge that the CID Project will contribute to the success of the Redevelopment Project being undertaken under the Redevelopment Plan.

**Section 3.2 Approval of CID Project.** The parties acknowledge and agree that one of the purposes for which the District was created was for providing tax revenues for funding the cost of constructing and maintaining the CID Project. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the CID Sales Tax shall be Economic Activity Tax Revenues and, as such, shall be used for funding Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project. Pursuant to the Redevelopment Agreement, the City and the developer have agreed to use their best efforts to cause the City and the District to enter into this Agreement for the purpose of assuring the CID Sales Tax and for funding the CID Project. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the CID Project.

**Section 3.3 Designation of CID Project.** CID Project shall be the reconstruction, repair, landscaping and maintenance of the S. Jefferson median, as more fully described in Exhibit B, attached hereto.

**ARTICLE IV.  
COLLECTION OF CID SALES TAX**

**Section 4.1 [Intentionally Omitted.]**

**Section 4.2 Collection of CID Sales Tax.** The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the CID Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the CID Sales Tax from businesses within the district boundaries. The Treasurer of the District shall provide for the transfer to the City, on a regular basis and in compliance with state law, that portion of the CID Sales Tax collected on behalf of the District defined as Economic Activity Taxes under the TIF Act, less the Collection Fee. The City, having received the said proceeds from the District, shall deposit said proceeds into the Special Allocation Fund.

**Section 4.3 Enforcement of CID Sales Tax.** The District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such commercial improvement District Sales Tax Return. The District shall immediately report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect CID's Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of CID's Sales Tax, the District shall promptly initiate an action to enforce collection unless it reasonably determines that the cost of such enforcement action will exceed the amount of the Collection Fee associated with any CID Sales Tax collected as a result of such enforcement action. Notwithstanding anything herein to the contrary, the District shall not undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

The City shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such CID Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each CID Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of CID Sales Tax remitted to the District was calculated correctly.

**Section 4.4 Access to Sales Tax Records.** The District shall keep accurate records of the amount of CID Sales Tax collected and such records shall be open to the inspection of officers of the City and the general public. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide any of such records as it may possess to the District upon receipt of a written request that conforms to Section 32.057.2(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

**Section 4.5 [Intentionally Omitted.]**

**Section 4.6 Use of CID Sales Tax Revenues.** Beginning in the first month following the effective date of the CID Sales Tax and continuing each month thereafter until the retirement

of the TIF Obligations, the District shall, not later than the fifteenth (15<sup>th</sup>) day of each month, distribute to the City that portion of the CID Revenue that constitutes EATs collected by the District in the previous month less the Collection Fee and an amount not to exceed Ten Thousand Dollars (\$10,000) annually for CID Administrative Costs. The City shall deposit that portion of CID Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund. Prior to the payment of any other CID expenses, the CID shall make available as necessary all CID Sales Tax Revenue to the CID Project.

**Section 4.7 Repeal of CID Sales Tax.** So long as any TIF Obligations are outstanding, the District shall not repeal or reduce the CID Sales Tax.

## **ARTICLE V. CID PROJECT FINANCING**

**Section 5.1 Financing of the CID Project.** The parties acknowledge and agree that the District shall be responsible for the financing, the construction and ongoing maintenance of the CID Project. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of the CID's funds and property as provided in the CID Act and shall not constitute a debt or liability or general obligation of the District, the City, the State of Missouri or any agency or political subdivision thereof. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the CID Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

**Section 5.2 [Intentionally Omitted.]**

**Section 5.3 [Intentionally Omitted.]**

**Section 5.4 CID Sales Tax.** A CID Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the CID Act. Except as otherwise provided in this Agreement and the Redevelopment Agreement, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City. The District shall not repeal or amend the CID Sales Tax except in accordance with **Section 4.7** of this Agreement.

**Section 5.5 [Intentionally Omitted.]**

## **ARTICLE VI. GENERAL PROVISIONS**

**Section 6.1 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

**Section 6.2 Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and,

shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property within the District which has been or is being developed or used in accordance with the provisions of this Agreement.

**Section 6.3 Notices.** Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class certified mail, return receipt required, postage prepaid, addressed as follows:

If To The District:

Carondelet Commons Community Improvement District  
c/o Green Street Properties  
8235 Forsyth Blvd., Suite 305  
St. Louis, MO 63105  
Attention: Philip Hulse

With a copy to:

Polsinelli Shughart PC  
100 S. 4<sup>th</sup> Street, Suite 1000  
St. Louis, Missouri 63102  
Attention: William J. Kuehling, Esq.

If to the City:

City of St. Louis  
City Hall, Room 200  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Mayor

And to:

City of St. Louis  
City Hall, Room 212  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Comptroller

With a copy to:

City Counselor  
City Hall, Room 314  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: City Counselor

And to:

Armstrong Teasdale LLP  
7700 Forsyth Blvd. Suite 1800  
St. Louis, Missouri 63105  
Attention: Thomas J. Ray, Esq.

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

**Section 6.4 Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

**Section 6.5 Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

**Section 6.6 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

**Section 6.7 Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**Section 6.8 Representatives Not Personally Liable.** No official, agent, employee, or representative of the City shall be personally liable to the District, and no official agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

**Section 6.9 Mutual Assistance.** The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that

nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local community improvement authority, absent this Agreement. Without limiting the generality of the foregoing, the District agrees to execute and deliver a Continuing Disclosure Agreement with respect to the TIF Obligations in customary form and content, and such other certificates and instruments as may be necessary in the opinion of Bond Counsel in connection with the issuance of the TIF Obligations, provided that such certificates and instruments do not impose any material pecuniary liability upon the District.

## **ARTICLE VII. MISCELLANEOUS**

**Section 7.1 Mutual Release.** Neither the City nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the District and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City or the District shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of TIF Obligations which may become due to any party under the terms of this Agreement.

**Section 7.2 Additional Covenants of the District.** The District shall keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relating to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable the City to determine whether the covenants, terms and provisions hereof have been complied with. In addition, the District shall furnish a copy of its annual financial statements to the City (audited, if available) within 180 days following the end of each fiscal year of the District.

**Section 7.3 Open Meetings and Records of the District.** The District will comply with Chapter 610 of the Revised Statutes of Missouri, as amended, as it pertains to political subdivisions such as the District, by adopting an open meeting and records policy. The District will provide notice of the time, date and place of each meeting and tentative agenda of such meeting as provided in its open meeting and records policy to the City's advisor to the District's Board of Directors. The City agrees that it will, upon receipt of a notice and agenda from the District, post the notice and agenda for each meeting of the District in compliance with the requirements of Chapter 610 of the Revised Statutes of Missouri, as amended.

**Section 7.4 Additional Covenants of the District.** The District shall maintain its existence and the CID Sales Tax until all TIF Obligations have been paid in full. The District

shall keep or retain an Administrator to keep accurate records of revenues received and costs incurred, and such records shall be open to inspection by the City at all reasonable times.

**ARTICLE VIII.**  
**TERM**

**Section 8.1 Term of Agreement.** This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate upon the later of: (a) repayment and/or refunding in full of the TIF Obligation; or (b) dissolution of the District pursuant to the CID Act.

**[Remainder of page intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective officers or officials.

**“CITY”:**

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Francis G. Slay, Mayor

By: \_\_\_\_\_  
Darlene Green, Comptroller

[SEAL]

Attest:

\_\_\_\_\_  
Parrie L. May, City Register

Approved as to Form:

\_\_\_\_\_  
Patricia Hageman, City Counselor

**“DISTRICT”:**

**Carondelet Commons COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary



STATE OF MISSOURI     )  
  ) SS  
CITY OF ST. LOUIS     )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

\_\_\_\_\_

STATE OF MISSOURI     )  
  ) SS  
CITY OF ST. LOUIS     )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**  
**FORM OF**  
**CID SALES TAX COLLECTION REPORT**

**EXHIBIT B**  
**CID PROJECT**

The District CID Project, also known as the “streetscape project”, will include the removal of selected plants and flowers; the planting of selected native and non-native plants, flowers, and shrubs; the removal of aged and overgrown trees and their replacement with newly planted trees; the enhancement of pedestrian walkways and crosswalks; the repair or extension of the existing sprinkler system within the median as may be necessary; and the implementation of other aesthetic or capital improvements that may be identified as necessary or desired by the Board. The “streetscape project” will occur within the boundaries of the District including the Jefferson Avenue median, the western Jefferson Avenue right-of-way, abutting private property used as a part of the “streetscape”, and private entry/exit drive lanes within the Community Improvement District boundaries. In the event the CID expands its boundaries to the north to include the area referred to as RPA2 in the Redevelopment Plan, the “streetscape project” will expand to the north. The District will provide ongoing, annual maintenance of the “streetscape project” to include, but not be limited to lawn care, plant/tree pruning or replacement, painting, and other services considered necessary to maintain the “streetscape project” during the life of the District.