

ORDINANCE #66919
Board Bill No. 260
Committee Substitute

AN ORDINANCE RELATING TO THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY AND DDR SOUTHTOWN LLC; AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT TO PROVIDE FOR THE COLLECTION OF SALES TAX AND OTHER MATTERS; AND CONTAINING AN EMERGENCY AND SEVERABILITY CLAUSES.

WHEREAS, on January 31, 2003, the Southtown Realty, LLC, as 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 transportation development district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain transportation projects, as that term is defined in the "TDD Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on April 9, 2003 following a public hearing held 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 Redevelopment Plan - Southtown Redevelopment Area (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 July 3, 2003, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 65937 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. 65938 authorizing the City to enter into a redevelopment agreement with Developer;

WHEREAS, on August 18, 2003, Southtown Realty, LLC, as the sole owner of real property of record, filed a petition, *In Re The Matter of Creation of Southtown Transportation Development District, Circuit Court for the City of St. Louis, Cause No. 034-02176*, for the formation of the transportation development district (the "TDD Petition") with the Circuit Court of the City of St. Louis, Missouri (the "Court");

WHEREAS, the TDD Petition identified certain projects to be undertaken by the District (the "Transportation Projects").

WHEREAS, on April 12, 2004, the Court issued its Judgment (the "Order"), which, among other things, established the District as a political subdivision pursuant to and in accordance with the TDD Act and identified the City as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act;

WHEREAS, the District intends to impose a transportation development district sales tax at a rate not to exceed one percent (1%) as TDD Revenue (the "TDD Sales Tax") pursuant to Section 238.235 of the TDD Act for a period not to exceed twenty-three years, for the purpose of providing funds to finance the costs of the Transportation Projects or to pay debt service on TIF Obligations issued by the City which will finance such costs;

WHEREAS, Southtown Realty, LLC, the sole owner of the real property within the District filed with the Circuit Court Clerk its Unanimous Petition as its vote in approval, in lieu of an election, which was so verified and certified pursuant to the TDD Act with the TDD Sales Tax;

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

WHEREAS, the City and the District desire to enter into an Intergovernmental Cooperation Agreement, whereby (a) the

District, having caused the construction of the Transportation Projects, will remit to the City the proceeds of the TDD Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept receipt of the TDD Revenues or TDD Sales Tax, depositing same into the TDD Revenue Account within the Southtown Special Allocation Account, applying same to the TIF Obligation issued by the City;

WHEREAS, the development of the Intergovernmental Cooperation Agreement brought about an issue requiring amendment of the original Redevelopment Agreement, as authorized by Ordinance No. 65938, in that the amount allowed to the Southtown Redevelopment Development District to cover the costs of the collection and enforcement of the Transportation Development District Tax was limited to an amount not to exceed one percent of the total sales tax collection, such amount not being sufficient to pay for even minimal costs of the District; and

WHEREAS, this Ordinance and the Intergovernmental Cooperation Agreement promotes and protects the health, safety, morals, and welfare of the public by allowing the District's revenues to be used to reduce the amount of TIF Revenues necessary to finance the Redevelopment Project, thereby alleviating the impact of the Redevelopment Area on the tax revenues of the City and the other taxing jurisdictions.

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

SECTION ONE. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the First Amendment to Redevelopment Agreement between the City and the Developer, and the City Register is hereby authorized and directed to attest to the First Amendment to Redevelopment Agreement and to affix the seal of the City thereto. The First Amendment to Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the City Counselor of the City that are consistent with the intent of this Ordinance and as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

SECTION TWO. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Intergovernmental Cooperation Agreement between the City and the Southtown Transportation Development District, and the City Register is hereby authorized and directed to attest to the Intergovernmental Cooperation Agreement and to affix the seal of the City thereto. The Intergovernmental Cooperation Agreement shall be in substantially the form attached hereto as **Exhibit B**, with such changes therein as shall be approved by the City Counselor of the City that are consistent with the intent of this Ordinance and as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

SECTION THREE. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

SECTION FOUR. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

EXHIBIT A

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
BY AND BETWEEN
SOUTHTOWN REALTY LLC
AND
THE CITY OF ST. LOUIS, MISSOURI**

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this ___ day of ____, 2005, by and between the CITY OF ST. LOUIS, MISSOURI (the "City"), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and SOUTHTOWN REALTY LLC, (the "Developer"), a Delaware limited liability company.

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 Transportation Development District Act, Sections 238.200 through 238.275, Revised Statutes of Missouri, (the "TDD Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate one or more transportation related projects, as defined by the TDD Act;

WHEREAS, on January 31, 2003, 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 transportation development district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain transportation projects, as that term is defined in the "TDD Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on April 9, 2003 following a public hearing held 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 Redevelopment Plan B Southtown Redevelopment Area (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 July 3, 2003, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 65937 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. 65938 authorizing the City to enter into a redevelopment agreement with Developer;

WHEREAS, on August 18, 2003, Southtown Realty, LLC, as the sole owner of real property of record, filed a petition, *In Re The Matter of Creation of Southtown Transportation Development District, Circuit Court for the City of St. Louis, Cause No. 034-02176*, for the formation of the transportation development district (the "TDD Petition") with the Circuit Court of the City of St. Louis, Missouri (the "Court");

WHEREAS, the TDD Petition identified certain projects to be undertaken by the District (the "Transportation Projects");

WHEREAS, on April 12, 2004, the Court issued its Judgment (the "Order"), which, among other things, established the District as a political subdivision pursuant to and in accordance with the TDD Act and identified the City as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act;

WHEREAS, the District intends to impose a transportation development district sales tax at a rate not to exceed one percent (1%) as TDD Revenue (the "TDD Sales Tax") pursuant to Section 238.235 of the TDD Act for a period not to exceed twenty-three years, for the purpose of providing funds to finance the costs of the Transportation Projects or to pay debt service on TIF Obligations issued by the City which will finance such costs;

WHEREAS, Southtown Realty, LLC, the sole owner of the real property within the District filed with the Circuit Court Clerk its Unanimous Petition as its vote in approval, in lieu of an election, which was so verified and certified pursuant to the TDD Act with the TDD Sales Tax;

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

WHEREAS, the City and the District desire to enter into an Intergovernmental Cooperation Agreement, whereby (a) the District, having caused the construction of the Transportation Projects, will remit to the City the proceeds of the TDD Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept receipt of the TDD Revenues or TDD Sales Tax, depositing same into the TDD Revenue Account within the Southtown Special Allocation Account, applying same to the TIF Obligation issued by the City;

WHEREAS, the development of the Intergovernmental Cooperation Agreement, the parties determined an issue existed which would require an amendment of the original Redevelopment Agreement, as authorized by Ordinance No. 65938, in that the amount allowed to the Southtown Redevelopment Development District to cover the costs of the collection and enforcement of the Transportation Development District Tax was limited to an amount not to exceed one percent of the total sales tax collection, such amount not being sufficient to pay for even minimal costs of the District and, therefore, such provision was not in the best interests of any of the parties.

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:

1. The Redevelopment Agreement between the parties, as authorized by Ordinance No. 65938, is hereby amended as follows:

(a) Section 3.8 (d) shall be deleted and replaced by the following paragraph:

“(d) 100% of TDD Sales Tax proceeds shall be used to pay debt service on the Notes or Bonds in accordance with this Agreement and the Note Ordinance, excepting therefrom the portion of the TDD Sales Tax proceeds deducted by the TDD for the TDD Administrative Costs.”

(b) Section 1.1 shall be amended by adding the following definition:

“TDD Administrative Costs” means overhead expenses of the District for administration, supervision and inspection incurred in connection with the Transportation Project. District Administrative Costs are expressly limited to the following: (1) reimbursement of the board of directors of the District for actual expenditures in the performance of duties on the behalf of the District pursuant to Section 238.222 of the TDD Act; (2) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 238.250 of the TDD Act; (3) reimbursement of the petitioners for the costs of filing and defending the petition to establish the District and all publication and incidental costs incurred in obtaining certification of the petition pursuant to Section 238.217 of the TDD Act; (4) costs related to any authorized indebtedness of the District, including the issuance and repayment of TIF Obligations; (5) the cost of insurance obtained by the District pursuant to Section 238.255 of the TDD Act; (6) the costs of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; (7) the costs of the District in the administration, collection, enforcement and operation of the TDD Sales Tax; and (8) expenses incurred by the District in the exercise of the powers granted under Section 238.252 of the TDD Act, which consist of: (a) compensation of employees or contractors; (b) suits by or against the District; (c) the purchase of personal property necessary or convenient for the District’s activities; and (d) the collection and disbursement of funds for District activities.”

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IN WITNESS WHEREOF, the parties hereto have executed below as of the day and year first written above.

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie May, City Register

Approved as to Form:

Patricia Hageman, City Counselor

“DEVELOPER”:

SOUTHTOWN REALTY LLC

By: _____
Name: _____
Title: _____

EXHIBIT B

**INTERGOVERNMENTAL COOPERATION AGREEMENT
between the
CITY OF ST. LOUIS, MISSOURI,
and
THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT**

Dated as of: _____, 2005

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “Agreement”) is entered into as of _____, 2005, by and between the **CITY OF ST. LOUIS, MISSOURI** (the “City”), a political subdivision of the State of Missouri, and **THE SOUTHTOWN TRANSPORTATION DEVELOPMENT 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 Transportation Development District Act, Sections 238.200 through 238.275, Revised Statutes of Missouri, (the “TDD Act”), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate one or more transportation related projects, as defined by the TDD Act;

WHEREAS, on January 31, 2003, 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 transportation development district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain transportation projects, as that term is defined in the “TDD Act”, that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on April 9, 2003 following a public hearing held 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 Redevelopment Plan B Southtown Redevelopment Area (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 June 20, 2003, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 65937 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. 65938 authorizing the City to enter into a redevelopment agreement with Developer;

WHEREAS, on August 18, 2003, Southtown Realty, LLC, as the sole owner of real property of record, filed a petition, *In Re The Matter of Creation of Southtown Transportation Development District, Circuit Court for the City of St. Louis, Cause No. 034-02176*, for the formation of the transportation development district (the "TDD Petition") with the Circuit Court of the City of St. Louis, Missouri (the "Court");

WHEREAS, the TDD Petition identified certain projects to be undertaken by the District (the "Transportation Projects");

WHEREAS, on April 12, 2004, the Court issued its Judgment (the "Order"), which, among other things, established the District as a political subdivision pursuant to and in accordance with the TDD Act and identified the City as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act;

WHEREAS, the District has imposed a transportation development district sales tax at a rate of one percent (1%) (the "TDD Sales Tax") pursuant to Section 238.235 of the TDD Act for a period not to exceed twenty-three years, for the purpose of providing funds to finance the costs of the Transportation Projects or to pay debt service on TIF Obligations issued by the City;

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

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, having caused the construction of the Transportation Projects, will remit to the City the proceeds of the TDD Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept and deposit the proceeds of the TDD Sales Tax into the TDD Account within the Southtown Special Allocation Fund, applying same to the TIF Obligation issued by the City; and

WHEREAS, this Agreement promotes and protects the health, safety, morals, and welfare of the public by allowing the District's revenues to be used to reduce the amount of TIF Revenues necessary to finance the Redevelopment Project, thereby alleviating the impact of the Redevelopment Area on the tax revenues of the City and the other taxing jurisdictions.

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 65937, as may be amended, adopted by the City on June 20, 2003, approving the Redevelopment Plan.

"*Authorizing Ordinance*" means Ordinance 65938, as may be amended, adopted by the City on June 20, 2003, authorizing the Redevelopment Agreement.

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

“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 transportation authority” within the meaning of the TDD Act.

“Collection Fee” means an amount not to exceed one percent (1%) of the proceeds of the TDD Sales Tax.

“Commission” means the Missouri Highways and Transportation Commission.

“Court” means the Circuit Court of the City of St. Louis, Missouri.

“Developer” means Southtown Realty, L.L.C., a Missouri limited liability company, or its permitted successors in interest in or assigns under the Redevelopment Agreement.

“District” or *“TDD”* means The Southtown Transportation Development District, a political subdivision of the State of Missouri established on April 12, 2004, by the Order of the Court, pursuant to and in accordance with the TDD Act.

“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 65972 approved by the City on July 11, 2003, and authorizing the issuance of not to exceed \$7.5 Million Dollars, plus the costs of issuance, in TIF Obligations.

“Order” means the Judgment and Order Organizing a Transportation Development District, entered by the Court on April 12, 2004.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of August 15, 2003 by and between the City and the Developer as authorized by Ordinance 65938, 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 65938.

“Special Allocation Fund” means the City of St. Louis, Missouri, Southtown Special Allocation Fund created by the Approving Ordinance, and including the accounts and sub-accounts for the Southtown Redevelopment Project into which TIF Revenues and TDD Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account, an EATS Account, a Municipal Revenues Account and a TDD Account.

“TDD Account” means the account by that name within the Special Allocation Fund into which Available TDD Revenues are deposited in accordance with the TDD Act, this Agreement and the Redevelopment Agreement after deducting verified TDD Administrative Costs.

“TDD Act” means the Missouri Transportation Development District Act, Section 238.200 to 238.275 of the Revised Statutes of Missouri, as amended.

“TDD Administrative Costs” means an amount not to exceed \$15,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the Transportation Projects. TDD Administrative Costs are expressly limited to the following: (1) reimbursement of the board of directors of the District for actual expenditures in the performance of duties on the behalf of the District pursuant to Section 238.222 of the TDD Act; (2) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 238.250 of the TDD Act; (3) reimbursement of the petitioners for the costs of filing and defending the petition to establish the District and all publication and incidental costs incurred in obtaining certification of the petition pursuant to Section 238.217 of the TDD Act; (4) costs related to any authorized indebtedness of the District, including the issuance and repayment of TDD obligations pursuant to Section 238.240 of the TDD Act; (5) the cost of insurance obtained by the District pursuant to Section 238.255 of the TDD Act; (6) the costs of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; and (7) expenses incurred by the District in the exercise of the powers granted

under Section 238.252 of the TDD Act, which consist of: (a) compensation of employees or contractors; (b) suits by or against the District; (c) the purchase of personal property necessary or convenient for the District's activities; and (d) the collection and disbursement of funds for District activities.

"TDD Project Costs" means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the Transportation Projects, 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 demolition of buildings and the clearing and grading of land; (e) costs of construction; and (f) TDD 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.

"TDD Sales Tax" means the transportation development district sales tax authorized by Section 238.235 of the TDD 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 TDD Act, this Agreement and the Redevelopment Agreement.

"TDD Sales Tax Return" means the return as attached hereto as Exhibit A.

"TDD Revenues" means revenues of the TDD created in accordance with the TDD Act and as described in Section 3.8 of the Redevelopment Agreement.

"TDD Account" means the "TDD Account within the Southtown Special Allocation Fund" established pursuant to the Redevelopment Agreement.

"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.

"Transportation Projects" means (a) the construction of an approximately 468 car public surface parking lot located at the intersection of Chippewa Street and Kingshighway Boulevard in the City of St. Louis, Missouri, including site acquisition, design, demolition, earthwork, excavation, shoring, topsoil, soils testing, structural excavation, finish grading, drainage, asphalt, striping, concrete curbs and related improvements; (b) roadwork and signalization relating to the addition of a lane of traffic and signals to accommodate the proposed traffic plan, including (i) design, signalization, roadwork and utility relocation, (ii) widening and striping on Kingshighway Boulevard and Chippewa Street (iii) a new signal at Beck, and (iv) signal re-work at the two signals on Chippewa Street; and (c) construction of accompanying curb, gutter, sidewalk, storm water facilities or other similar or related infrastructure or improvement.

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 transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD 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 Transportation Projects. No further action or approvals by the District are necessary in connection with the construction or financing of the Transportation Projects, except with respect to the approval of certain matters relating to the use of TDD Sales Tax proceeds for the payment of TDD Administrative Costs and debt service on the TIF Obligation, 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 Transportation Projects or in the transactions contemplated by this Agreement, except as may be expressly authorized by the TDD 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.

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, acting in its capacity as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act, 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 Transportation Projects, 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 Transportation Projects 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 TRANSPORTATION PROJECTS

Section 3.1 Construction of the Transportation Projects. The District and the City both hereby acknowledge that the Transportation Projects are a part of the Redevelopment Project being undertaken under the Redevelopment Plan. The parties acknowledge and agree that construction of the Transportation Projects is substantially complete in accordance with the Redevelopment Plan, the Redevelopment Agreement and this Agreement.

Section 3.2 Approval of Transportation Projects. The parties acknowledge and agree that the District was created solely for the purpose of providing tax revenues for funding the cost of acquiring and constructing the Transportation Projects. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the TDD 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 funding the Transportation Projects. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the Transportation Projects.

Section 3.3 Designation of Transportation Projects. Title to the Transportation Projects, except those portions of projects or areas owned by the City or dedicated to public use as street right-of-way, shall be vested in the name of the District until the TDD Project Costs of the Transportation Projects have been paid in full and the TIF Obligation has been repaid or refunded in full. The District shall not assign, transfer, lease or otherwise dispose of its interest in the Transportation Projects during the term of this Agreement without first obtaining the prior written consent of the City. The TDD Act requires projects paid for by TDD funds to be owned by the local transportation authority, which, for the purposes of this Agreement, is the City. Ownership by the City has previously been accomplished by means of the executed Easement for Parking between the City and Developer dated March 1, 2004. To the extent that any portion of the Transportation Projects intended for dedication to the City has not been so dedicated as of the date of this Agreement, the District shall dedicate such portion of the Transportation Projects to the City within 90 days of the date of this Agreement, all in accordance with the ordinances and regulations of the City. Upon dedication of all or any portion of the Transportation Projects to the City, the City shall be responsible for the maintenance of such dedicated improvements.

ARTICLE IV.
COLLECTION OF TRANSPORTATION SALES TAX

Section 4.1 Creation of TDD Revenue Account. The City has established the TDD Account of the Special Allocation Fund pursuant to the Note Ordinance and the Redevelopment Agreement, into which there shall be deposited Available TDD Revenue. The TDD Account shall be under the custody and control of the Comptroller of the City, subject however, to the provisions of this Agreement, the Authorizing Ordinance, the Redevelopment Agreement and the Note Ordinance.

Section 4.2 Collection of TDD Sales Tax. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the TDD Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the TDD Sales Tax from businesses within the district boundaries as established by the Order, which TDD Sales Tax shall be collected and reported in substantially the manner and form as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Treasurer of the District shall transfer to the City, on a regular basis and in compliance with state law, all of the TDD Sales Tax the District has collected, less the Collection Fee. The City, having received the TDD Sales Tax proceeds from the District, shall deposit all Available TDD Revenues into the TDD Account in accordance with **Section 4.6** of this Agreement.

Section 4.3 Enforcement of TDD Sales Tax. Except for a reasonable review and comparison of each Transportation Development District Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of TDD Sales Tax remitted to the District was calculated correctly, the District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such Transportation Development 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 the TDD 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 the TDD 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 TDD 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 TDD Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each TDD Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of TDD 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 TDD 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 TDD 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 TDD Sales Tax.

Section 4.5 Segregation and Investment of TDD Sales Tax Revenues. Available TDD Revenue shall not be deemed to be City funds and shall not be commingled with any funds of the City. The District's Board of Directors directs the City, to invest the Available TDD Revenue on deposit in the TDD Account in accordance with the applicable laws relating to investment of District funds. All interest earned upon the balance in the TDD Account shall be deposited to the TDD Account.

Section 4.6 Use of TDD Sales Tax Revenues. Beginning in the first month following the effective date of the TDD Sales Tax and continuing each month thereafter until the expiration or repeal of the TDD Sales Tax, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City all TDD Revenue collected by the District in the previous month less the Collection Fee. The City shall (i) first, deposit that portion of TDD Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund; (ii) second, remit to the District an amount not to exceed Fifteen Thousand Dollars (\$15,000) annually for the purpose reimbursing the District for its TDD Administrative Costs, provided that the City shall have first received documentation evidencing the expenditure of such funds for administration of the District; and (iii) third, deposit all remaining Available TDD Revenue into the TDD Account. Except as otherwise provided in this Agreement and the Redevelopment Agreement, all Available TDD Revenue on deposit in the TDD Account of the Special Allocation Fund shall be applied solely to pay debt service on the portion of the TIF Obligations related to the Transportation Projects.

Section 4.7. Repeal of TDD Sales Tax. So long as any TIF Obligations are outstanding, the District shall not repeal or reduce the TDD Sales Tax unless such repeal or reduction will not impair the District's ability to repay that portion of the TIF Obligations that are outstanding and which are related to the Transportation Projects. Upon satisfaction in full of the TIF Obligations, the District shall immediately implement the procedures in the TDD Act for repeal of the TDD Sales Tax and abolishment of the District, provided, however, the District shall not implement the procedures for repeal of the TDD Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the TDD Act. Upon the expiration or notice of repeal of the TDD Sales Tax and at the direction of the District's Board of Directors, the City shall: (a) promptly apply all or a portion of any monies remaining in the TDD Account of the Special Allocation Fund to the final payment of TDD Administrative Costs; and (b) retain any monies remaining in the TDD Account of the Special Allocation Fund until such time as the District is abolished and the District's Board of Directors has provided for the transfer of any monies remaining in the TDD Account in a manner permitted by the TDD Act.

ARTICLE V. REIMBURSEMENT OF TRANSPORTATION PROJECTS COSTS

5.1 Obligation to Reimburse. The parties acknowledge and agree that the District was created solely for the purpose of providing tax revenues to pay or reimburse the Developer for Transportation Project Costs that constitute verified Reimbursable Redevelopment Project Costs actually incurred by the Developer in constructing and implementing the Transportation Projects in the amount of _____. Therefore, the District hereby agrees, subject to annual appropriation, to apply the TDD Revenues solely to pay Transportation Project Costs, including TDD Administrative Costs and debt service on the portion of the TIF Obligations related to the Transportation Projects.

5.2 Reimbursement of Transportation Project Costs; Developer's Right to Substitute. The parties acknowledge that the City or Developer has delivered to the District approved Certificates of Reimbursable Redevelopment Project Costs in substantially the same form as Exhibit E to the Redevelopment Agreement, which contain Transportation Project Costs. Within 15

days of the date of this Agreement, the District shall review the Certificate and approve the amount of Transportation Project Costs to be financed with TDD Revenues and shall notify the City of its verification of the amount of Transportation Project Costs to be financed with TDD Revenues. Upon such notification by the District of its approval of the amount of Transportation Project Costs to be financed with TDD Revenues, the City shall reimburse the Developer for the Transportation Project Costs identified on such Certificate of Reimbursable Redevelopment Project Costs in accordance with the Redevelopment Agreement and this Agreement. If, within such 15 day period, the District determines that any cost identified on the Certificate as a Transportation Project Cost is not necessary or incidental to plan, acquire, finance, develop, design and construct the Transportation Projects, the District shall so notify the City in writing, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the City shall notify the Developer of its right to identify and substitute other Transportation Project Costs with a supplemental application for payment. Any conflict between the Redevelopment Agreement and this Agreement shall be resolved by giving preference to the Redevelopment Agreement.

5.3 Limit on District's Obligation to Reimburse. The District's obligation hereunder to reimburse the Developer for Transportation Project Costs is payable only from Available TDD Revenues on deposit in the TDD Account of the Special Allocation Fund and from no other source. The District shall have no obligation to provide Available TDD Revenues to finance any Transportation Project Costs paid or incurred in excess of the amount set forth Section 6.1 of this Agreement.

ARTICLE VI. TRANSPORTATION PROJECTS FINANCING

6.1 Financing of the Transportation Projects. The parties acknowledge and agree that the City has issued a TIF Note, in part for the purpose of financing the construction of the Transportation Projects. Subject to the requirements of the TDD Act, subject to annual appropriation, and in consideration of the City's financing of the construction of the Transportation Projects as part of its financing of the Redevelopment Project, Available TDD Revenues shall be pledged to repayment of TIF Obligations. The District agrees to deposit for the term of this Agreement all Available TDD Revenues in the TDD Account of the Special Allocation Fund as required by the TDD Act, the Redevelopment Agreement and this Agreement. The TDD's obligations under this Section shall be the exclusive responsibility of the TDD payable solely out of the TDD's funds and property as provided in the TDD 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 TDD shall not be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations as provided for in this Section.. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the TDD Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

6.2 Application of TDD Revenues. Subject to the limits provided in **Sections 5.2 and 6.1** of this Agreement, the District hereby agrees to appropriate all Available TDD Revenues that shall be from time to time deposited in the TDD Account of the Special Allocation Fund, which shall be applied solely to the payment of debt service on that portion of the TIF Obligations related to the Transportation Projects. The District's obligations under this Section shall be the exclusive responsibility of the District payable solely out of District funds and property as provided in the TDD Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the District nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations.

6.3 Covenant to Request Annual Appropriation. The officer of the District at any time charged with the responsibility of formulating budget proposals shall include in the budget proposal submitted to the District for each fiscal year that the TIF Obligations are outstanding a request for an appropriation of Available TDD Revenues for application to the payment of TDD Administrative Costs and TIF Obligations in accordance with this Agreement. If, within 30 days after the end of the District's fiscal year, the District's Board of Directors fails to adopt a budget, the parties agree that the District shall be deemed to have adopted a budget that provides for application of the Available TDD Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

6.4 TDD Sales Tax. A TDD Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the TDD Act. As an alternative financing method, the TDD shall impose a special assessment in an amount equal to such TDD Sales Tax, which special assessment shall be abated unless and until the District fails or is otherwise unable to levy or collect the TDD Sales Tax or apply the TDD Sales Tax to the payment of TIF Obligations. 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. All Available TDD Revenues shall be deposited into the TDD Account of the Special Allocation Fund established in accordance with the TDD Act, this Agreement and the Redevelopment Agreement. The District shall not repeal

or amend the TDD Sales Tax except in accordance with **Section 4.7** of this Agreement.

6.5 No Other Liabilities or Debt. Except for TDD Administrative Costs and the Collection Fee relating to collection of the TDD Sales Tax, which fee shall not exceed one percent (1%) of the total amount collected, the District shall not incur any liabilities or debt or issue any obligations except as provided in the Redevelopment Agreement.

**ARTICLE VII.
GENERAL PROVISIONS**

Section 7.1 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 7.2 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 7.3 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:

The Southtown Transportation Development District
c/o Developers Diversified Realty, LLC

Attention: _____

With a copy to:

Polsinelli, Shalton, Welte & Suelthaus, P.C.
700 West 47th Street, Suite 1000
Kansas City, Missouri 64112
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
One Metropolitan Square
Suite 2600
St. Louis, Missouri 63102
Attention: Heidi P. Klosterman

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 7.4 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 7.5 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 7.6 Counterparts.

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

Section 7.7 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 7.8 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 7.9 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 transportation 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 VIII.
MISCELLANEOUS**

Section 8.1 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 8.2 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 8.3 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 8.4 Additional Covenants of the District. The District shall maintain its existence until all TIF Obligations have been paid in full, at which time the District shall dissolve and the TDD Sales Tax shall no longer be levied. 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. The District shall not exercise any powers or undertake any action authorized under the TDD Act other than those powers and actions expressly set forth in this Agreement or Sections 3.8 and 3.9 of the Redevelopment Agreement without the prior written consent of the City. Pursuant to Section 238.272 of the TDD Act, the District shall obtain an audit by the state auditor not less than once every three years, or more frequently if the state auditor deems appropriate, and shall provide a copy of each audit to the City.

**ARTICLE IX.
TERM**

Section 9.1 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate upon the earlier of: (a) repayment and/or refunding in full of the TIF Obligation and dedication and transfer of ownership and control of the Transportation Projects to the City; or (b) dissolution of the District pursuant to Section 238.275 of the TDD Act.

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 May, City Register

Approved as to Form:

Patricia Hageman, City Counselor

“DISTRICT”:

**THE SOUTHTOWN TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

[SEAL]

Attest:

_____, Secretary

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

On this ____ day of _____, 2005, before me, a Notary Public in and for said state, personally appeared _____, who acknowledged himself to be the President of the Southtown Transportation Development District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Transportation Development District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public
Printed Name: _____

(Seal)

My commission expires: _____

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

On this ____ day of _____, 2005, 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 _____, 2005, 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
TDD SALES TAX COLLECTION REPORTS AND INSTRUCTIONS

DDR B 1 & Instructions

Form DD-1 Instructions

Southtown Transportation Development District
_____ St. Louis, Missouri _____

Instructions for Completing Form DD-1

Line 1A: **Tax Period.** Enter the tax period for which the return is being filed, please be specific.

Line 1B: **Due Date.** Enter the due date for filing the return.

Note: The reporting period and the due date are the same as it is for your Missouri Sales Tax Return (Form 53-1).

Line 2: **Account Number.** Enter your Missouri Integrated Tax System Account Number.

Line 3: **Business Name.** Enter the name of the business which is registered to collect sales tax in Southtown Transportation Development District (the "District").

Line 4: **Mailing Address.** Enter the mailing address to where the District should direct any mail regarding this return.

Line 5: **Gross Receipts.** Enter the gross receipts from all sales of tangible personal property and taxable services made during the reporting period for this business location.

Line 6: **Authorized Adjustments.** Enter any authorized adjustments. Indicate "plus" or "minus" for each adjustment. Refer to detailed instructions for adjustments authorized under the Sales Tax Law. Note: Instructions are updated annually and provided on the Missouri Department of Revenue's web site at: www.dor.mo.gov/tax/business/sales/forms/.

Line 7: **Taxable Sales.** Taxable sales equal gross receipts plus or minus authorized adjustments (Line 6).

Line 8A: **District Sales Tax Rate.** The rate percentage indicated in this column represents the tax rate percentage imposed on retail businesses within the Southtown Transportation Development District. The District is authorized by Missouri law to impose a sales tax for the purpose of paying the costs of transportation projects. The sales tax will be effective until the dissolution of the District, unless earlier terminated by the District.

Line 8B: **District Tax Amount.** Calculate the District Sales Tax Amount. Multiply the number entered on Line 7 by the tax rate on Line 8A.

Line 9: **Timely Pay Allowance.** If you timely file Form DD-1 and pay the tax due, enter two percent of the amount shown on Line 8B. If Form DD-1 is not timely filed or the sales tax is not timely paid or if Line 5 is not greater than zero, enter "0" on this line.

Line 10: **Amount of Tax Due.** Subtract Line 9 from Line 8B to determine the tax due.

Line 11: **Interest.** If the tax is not paid by the due date, multiply Line 10 by the daily interest rate*. Then multiply this amount by the number of days late.

Note: Number of days late is counted from due date to postmark date.

*To determine the daily interest rate, divide the annual interest rate by 365. The annual percentage rate for 2004 is 4%.

Line 12: **Failure to Pay Penalty.** If the return is timely filed, but not timely paid, enter 5% of Line 8B.

Line 13: **Failure to File Penalty.** If the return is not timely filed, enter 5% of Line 8B for each month late, or portion thereof, up to a maximum of 25% (5 months late in filing).

Note: If additions to tax for failure to file applies, do not pay additions to tax for failure to pay.

Line 14: **Approved Credit.** Enter the amount of any sales tax credit for which the Missouri Director of Revenue issued you an approved credit. You must attach a copy of your approved credit to your return.

Line 15: **Tax Due.** Enter total amount of tax due and payable which equals:

Line 10 plus Line 11 plus Line 12 plus Line 13 minus Line 14. Make check, draft, or money order payable to Southtown Transportation Development District.

Sign and Date Return. This return must be signed and dated by the taxpayer or the taxpayer's authorized agent. **ATTACH A COPY OF YOUR MISSOURI SALES TAX RETURN (FORM 53-1) FOR THE SAME TAX PERIOD.** Mail to: Southtown Transportation Development District, c/o _____.

Form DD-1

**SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT
DISTRICT SALES TAX RETURN**

This form must be filed with the District on or before the date Missouri State Sales Tax Return is due.

-
- 1A. **Tax Period:** _____ 1B. **Due Date:** _____
2. **Account Number:** _____
3. **Business Name:** _____
4. **Mailing Address:** _____

Computation of Tax

5. **Gross Receipts/Sales:** _____
6. **Adjustments to Sales:** plus/minus _____
7. **Taxable Sales:** _____
- 8A. **District Sales Tax Rate:** multiply **1.00%**
- 8B. **District Sales Tax Amount:** _____
9. **2% Timely Payment Amount:** minus _____
10. **Total District Sales Tax Due:** _____
11. **Interest for Late Payment:** plus _____
12. **Failure to Pay Penalty:** plus _____
13. **Failure to File Penalty:** plus _____
14. **Approved Credit:** minus _____
15. **PAY THIS AMOUNT:** _____

If this is a FINAL RETURN enter the closed date below and check the reason for closing.

Date Business Closed: _____

Reason: Out of Business Sold Business Leased Business

I have direct control, supervision or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate and complete return.

RETURN MUST BE SIGNED AND DATED. PLEASE ATTACH A COPY OF YOUR MISSOURI SALES TAX RETURN (FORM 53-1) FOR THE SAME TAX PERIOD.

Signed _____

Title _____

Printed Name _____

Date _____

- If you have any questions regarding payment of Southtown Transportation Development District Sales Tax, please contact _____ at (____) _____.

Form DD-R

**SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT
BUSINESS REGISTRATION FORM**

This form must be filed with the District within 10 days of an entity being subject to Southtown Transportation Development District sales tax. No bond is required so long as the business entity possesses a valid Missouri Sales Tax License.

Missouri Integrated Tax System Account Number: _____

Business Name: _____

Business Address: _____

Mailing Address: _____

Contact Person: _____

Contact Telephone Number: () ____ - _____ Ext. _____

Type of Business Entity: _____

Name of Owner: _____

Address of Owner: _____

Type of business (circle one or specify)

Retail Food Service Entertainment Other _____

When will the business in the District pay state sales tax? (circle one or specify)

quarter monthly monthly quarterly annually Other _____

- If you have any questions regarding business registration in Southtown Transportation Development District, please contact _____ at (____) _____.

REV 9/05

THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT

St. Louis, Missouri _____
() _____

Summary of District Sales Tax

Who Must File: All holders of Missouri Sales Tax Licenses within the boundaries of the District must file a District Sales Tax Return (Form DD-1) with William Schafer, Trustee for the Southtown Transportation Development District.

When to File: You must file the District Sales Tax Return at the same time that you file each Sales Tax Return on Form 53-1 with the Missouri Department of Revenue.

Where to File: Mail your return to:

Southtown Transportation Development District

c/o _____

Points to Remember:

- Collect and pay the 1.0% District Sales Tax separately from other sales tax.
- Collected on same sales as other sales tax, except for the sale or use of motor vehicles, trailers, boats or outboard motors, sales of electricity or electrical current, water and gas, natural or artificial, and sales of service to telephone subscribers, either local or long distance.
- The District rather than the State collects the tax.
- Same rules apply regarding collection, penalties, enforcement and refunds as for other Missouri sales taxes.
- File Form DD-R with the District to register for sales tax; no bond required.
- Any questions? Contact _____ at () _____.

Approved: November 23, 2005