



Meeting of Cortana Corridor Economic Development District Board of Directors

Date: Friday, September 24, 2021

Place: Video Conference via Zoom

By Web:

<https://us02web.zoom.us/j/87081429249?pwd=RkhpYTh4VIRHRnRFOHdnbzBWNmx6dz09>

By Phone:

+1 346 248 7799

Meeting ID: 870 8142 9249

Password: 642567

Time: 10:30 A.M.

AGENDA

- I. Call to Order** **Rodney Braxton**
- II. District Business Matters** **Rodney Braxton**
- Action Item:** To adopt a resolution to approve the makeup of the Board of Directors consisting of five members, three of which shall be the Mayor-President's appointees to the East Baton Rouge Redevelopment Authority Board of Commissioners and two of whom shall be appointed by the Councilperson representing District 6.
- Action Item:** To adopt a resolution to select a Board Chairman and Secretary to serve as authorized representatives of the Board until their resignation or removal.
- Action Item:** To approve the District's Cooperative Endeavor Agreement (CEA) with the City of Baton Rouge and authorize, empower, and direct the Authorized Representatives to modify as necessary, enter into, execute and deliver the CEA on behalf of the District.
- III. New Business** **Rodney Braxton**
- IV. Public Comment** **Rodney Braxton**
- V. Adjournment** **Rodney Braxton**



PUBLIC COMMENT

There are two options to provide public comment for the meeting, prior to or during the meeting. Below are the process for both options. Any public comment received will be read during the meeting.

Prior to Meeting:

Emails containing public comment will be received up to 12:00 pm on Thursday, September 23, 2021. All emails must be submitted to ttitone@buildbatonrouge.org and must include the agenda item number, your name and a brief statement. If you wish to speak during the meeting, please indicate in your email. You will be addressed during the meeting.

During Meeting:

Public comments will be taken during the Public Comment period on the agenda. The Board Chairman will open the meeting up for public comment after addressing all public comments submitted via email prior to the meeting.

CERTIFICATION OF MEETING AGENDA

In accordance with Louisiana Revised Statute 42:17.1, this notice shall serve as certification that the agenda of the upcoming meeting of Build Baton Rouge ("The Authority") is limited to matters that if they are delayed will cause curtailment of vital public services through delay of the Authority's operations in accordance with Louisiana Revised Statute 33:4720.151 ("Enabling Legislation").

Pursuant to R.S. 42:17.1(A), The Authority will provide for attendance at its essential Board of Commissioners meeting on September 24, 2021, via video conference because by Executive Proclamation 137 JBE 2021, the Governor has declared a renewed public health emergency involving East Baton Rouge Parish, the jurisdiction of the Authority, and the nature of the emergency would cause an ordinary meeting of the Authority to be detrimental to the health of the public. The Authority is a special district created pursuant to Article VI, Section 19 of the Constitution of Louisiana and political subdivision of the State as defined in Article VI, Section 44 of the Constitution of Louisiana. It is essential for The Authority, acting through its Board, to continue to operate in accordance to its rights, powers, privileges and immunities accorded by the laws and the Constitution of Louisiana to political subdivisions of the State, subject to the limitations provided in the Authority's Enabling Legislation.

Considering the foregoing, the Build Baton Rouge Board of Commissioners' meeting on Friday, September 24, 2021, at 9:00 a.m. will be held via video conference and in a manner that allows for observation and input by members of the public, as set forth in the Notice posted on September 22, 2021.

COOPERATIVE ENDEAVOR AGREEMENT

dated as of _____ 1, 2021

by and among

the City of Baton Rouge/Parish of East Baton Rouge, State of Louisiana,

and

Cortana Corridor Economic Development District,
State of Louisiana

relating to the levy, collection, use and application of
sales tax increments collected in
Cortana Corridor Economic Development District,
State of Louisiana

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated for convenience of reference as of _____ 1, 2021, is by and among:

CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA (the "City-Parish"), a political subdivision of the State of Louisiana, represented and appearing herein through Sharon Weston Broome, Mayor duly authorized by Resolution _____ adopted by the Metropolitan Council as the governing authority of the City-Parish on _____, 2021, whose mailing address is Post Office Box 1471, Baton Rouge, Louisiana 70821;

AND

CORTANA CORRIDOR ECONOMIC DEVELOPMENT DISTRICT, STATE OF LOUISIANA (the "District"), a political subdivision of the State of Louisiana, represented and appearing herein through the Chairman of its board of directors, duly authorized hereunto by virtue of a Resolution of the Board of Commissioners adopted by the governing authority of the District on _____, 2021, whose mailing address is 620 Florida Street, Suite 110, Baton Rouge, Louisiana 70802;

WHO DECLARED that they are each a political subdivision of the State of Louisiana and desire to avail themselves of the provisions of Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, The Local Services Law (Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), the Cooperative Economic Development Law (Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended), and Part II, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*), by entering into this Agreement for the objects and purposes and under the conditions, covenants and stipulations hereinafter set forth.

WITNESSETH

WHEREAS, Louisiana Revised Statute 33:4720.151 ("Enabling Statute") authorizes the East Baton Rouge Redevelopment Authority, d/b/a Build Baton Rouge ("BBR") to create economic development districts to carry out the mission of BBR, which economic development districts are separate and distinct juridical entities of the State of Louisiana and possess such power and authority and have such duties as provided by Louisiana Revised Statute 33:9038.31 *et seq.* (the "Act") and other law; and

WHEREAS, pursuant to the Enabling Statute, BBR, acting through its Board of Commissioners, adopted a Resolution on July 15, 2021, creating the District, in accordance with the Enabling Statute and the Act, with boundaries as set forth on Exhibit A hereto, from which City sales tax are expected to be determined and used to fund the Cortana Corridor Economic Development District Trust Fund established pursuant to La. R.S. 33:9038.34(O) (the "Trust Fund"); and

WHEREAS, the proceeds of the Cortana Project Construction Rebate (CPR) (hereinafter defined) (after paying the reasonable and necessary costs and expenses of collection and administering), together with the proceeds of the Annual Local Increment (hereinafter defined) (collectively defined herein as the "Dedicated Taxes"), will be paid in accordance with instructions from the District and are dedicated and will be used to pay the costs associated with creating the "Cortana Corridor Master Plan" and such other priorities as described in Exhibit D (the "Project List"); and

WHEREAS, Article VI, Section 20 of the Louisiana Constitution of 1974 provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, *et seq.*) ("The Local Services Law"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, under The Local Services Law such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purposes of the agreement, and such agreements may include but are not limited to activities concerning the construction or acquisition or improvement, and operation, repair and maintenance of public projects or improvements; and

WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, *et seq.*) (the "Cooperative Economic Development Law"), provides that local governmental subdivisions (including municipalities) may cooperate or engage in cooperative endeavors providing for cooperative financing of economic development projects with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law; and

WHEREAS, the City-Parish and District expect that they will receive benefits in excess of any funds provided by the Trust Fund to provide funding to create the Cortana Corridor Master Plan and other priorities on the Project List that will support economic development within the District in the form of increased employment, increased sales tax and property tax revenues, and the enhancement of commercial, retail, and community development in the City-

Parish and the District to benefit residents of the City-Parish and the District through the use of incremental sales tax revenues collected within the District;

WHEREAS, in entering into this Agreement it is not the intent of the City-Parish or the District to enter into a gratuitous transfer of public funds because such parties expect that acquisition, construction and installation of any project funded from the Trust Fund will qualify as an "Economic Development Project" within the meaning of La. R.S. 33:9038.34, and that they will each receive something of value in return for the performance of their obligations hereunder, which is

(a) in the case of the City-Parish, the elimination of blighted and vacant property, promotion of economic development in the City-Parish, the creation of jobs, enhancement of the property tax and sales tax base of the City-Parish, the creation of additional local commercial, retail and economic development alternatives for residents of the City-Parish, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the City-Parish; and

(b) in the case of the District, the elimination of blighted and vacant property, the promotion of economic development in the District, the creation of jobs, the enhancement of the property tax and sales tax base of the District, the creation of additional local commercial, retail and economic development alternatives for residents of the District, and the generation of revenues for infrastructure and other necessary capital expenditures in and for the District.

WHEREAS, additionally, the City-Parish and the District will have reciprocal obligations relating to the satisfaction of the additional requirements set forth herein with respect to the allocation, expenditure and use of the Dedicated Taxes (defined below).

NOW, THEREFORE, the City-Parish and the District each agree to perform their respective obligations under this Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

I.

DEFINITIONS

Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

"Act" shall mean Part II, Chapter 27, Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31, *et seq.*).

"Administrative Charge" shall mean five percent (5.00%) of the gross revenues of the Dedicated Taxes that shall be retained by the District after the District receives the gross revenues from the Collector, which shall be used to pay the reasonable expenses of the District related to the administration of this Agreement.

"Agreement" shall mean this Cooperative Endeavor Agreement as it may be amended or modified from time to time or at any time in accordance with the terms hereof.

"Annual Local Base" shall mean the aggregate amount of City Taxes collected by the District during the most recently completed Fiscal Year prior to the Effective Date (i.e. the Fiscal Year ending December 31, 2020), which has been determined to be \$4,969,057.80, and which has been certified by the City-Parish Director of Finance. This amount will be recertified if the District boundaries change during the term of this Agreement.

"Annual Local Increment" shall mean the amount by which the City Taxes collected during any Fiscal Year exceeds the Annual Local Base, after the deduction of the compensation as described in Section 3.04 and 4.04.

"City-Parish" shall mean the City of Baton Rouge/Parish of East Baton Rouge, State of Louisiana.

"City Taxes" shall mean the two percent (2%) sales and use tax levied and collected by the City-Parish in the District pursuant to Article VI, Section 6 of the Louisiana Constitution of 1974, as amended, Subpart A of Part II of Chapter 2-D of Title 47 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 47:338.1(A)(1)) *et seq.*

"Collector" shall mean the City-Parish Finance Department.

"Cortana Project" shall mean the construction project located at the site described in Exhibit C.

"Cortana Project Construction Rebate" (CPR) shall mean the City Taxes collected on the materials and equipment used in the construction of the Cortana Project for a five year period commencing on the date construction commences.

"Dedicated Taxes" shall mean, collectively, the City Taxes that are collected within the District in excess of the Annual Local Base, and the CPR.

"District" shall mean Cortana Corridor Economic Development District, State of Louisiana, the boundaries of which are shown on Exhibit A hereto, and any expanded geographical area as the governing authority of the District shall designate by resolution, and approval by the City-Parish, following the Effective Date in accordance with the Enabling Statute and the Act.

"Economic Development Project" shall mean those projects described on Exhibit D hereto, and such other projects as may be approved by the District, and which shall create economic development, including, without limitation, public works and infrastructure and projects to assist the following industries within the meaning of Article VI, Section 21 of the Louisiana Constitution of 1974:

- (a) Industrial, manufacturing, and other related industries.

- (b) Housing and related industries.
- (c) Hotel, motel, conference facilities, and related industries.
- (d) Commercial, retail, and related industries.
- (e) Amusement, places of entertainment, theme parks, and any other tourism-related industry.
- (f) Transportation-related industries.
- (g) Hospital, medical, health, nursery care, nursing care, clinical, ambulance, laboratory, and related industries.
- (h) Any other industry determined by the local governmental subdivision or issuer of revenue bonds, as appropriate, whose assistance will result in economic development.

"Effective Date" shall mean the date this Agreement is fully executed by both parties hereto.

"Fiscal Year" means the City-Parish's one-year accounting period as determined by the governing authority of the City-Parish, currently the year ending December 31 of each year.

"Month" shall mean a calendar month.

"Monthly Local Base" shall mean the monthly amount of City Taxes collected in the District prior to the Effective Date, which has been determined to be \$414,088.15.

"Monthly Local Collection" shall mean the City Taxes collected within the District during each Month of the Term.

"Monthly Local Increment" shall mean the amount by which the Monthly Local Collection exceeds the Monthly Local Base, after the deduction from the Monthly Local Collection the reasonable and necessary costs of collection.

"State" shall mean the State of Louisiana.

"Term" shall mean the term of this Agreement as set forth in Section 2.07 hereof.

"Year" shall mean the twelve month period commencing from the creation date of the district and each subsequent twelve month period thereafter until the end of the Term.

Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

II.

REPRESENTATIONS AND OBLIGATIONS OF THE CITY-PARISH AND THE DISTRICT

City-Parish and District Authority. The City-Parish and the District have all requisite power pursuant to the Act, Article VI, Section 20 and Article VII, Section 14(C) of the Louisiana Constitution of 1974, the Local Services Law and the Cooperative Economic Development Law to enter into this Agreement and perform their obligations hereunder, and there are no contracts or obligations in conflict herewith.

Collections. The District and the City-Parish both hereby represent that the current internal collection process of the City-Parish is adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the Dedicated Taxes.

Accuracy of Base Collections. The City-Parish and the District hereby covenant and represent that the Monthly Local Base and Annual Local Base as stated herein are accurate in all material respects.

Public Hearing. BBR has (i) conducted a public hearing, (ii) created and designated the District and (iii) on behalf of the District, approved the execution of this Agreement. The City-Parish has (i) conducted a public hearing, and (iii) approved the execution of this Agreement.

No Suits. Except as may be otherwise disclosed in writing, to the best of the knowledge of the District and the City-Parish, there is no action suit, investigation or proceeding pending, or threatened, against the District or the City-Parish, before any court, arbitrator, or administrative or governmental body, or insurance of operations of the District or the City-Parish or which might adversely affect the ability of the District or the City-Parish to comply with their respective obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Agreement not Intended to be Indebtedness. Although the District may issue bonds or other indebtedness relating to the District, the essence of the undertakings of the City-Parish and the District hereunder is for the City-Parish and the District to work cooperatively for the collection of the Dedicated Taxes to enable the District to pay of the costs of Economic Development Projects, as described and defined in the Act. The undertakings of the City-Parish and the District described herein do not represent and are not intended to create any indebtedness on the part of the City-Parish or the District, since such undertakings of the City-Parish and the District do not involve any loan of moneys or assets of the City-Parish or the District or *vice versa*, nor the issuance of any indebtedness by the City-Parish or the District, but only for the cooperative collection of the revenues of the Dedicated Taxes for the purposes described herein.

Term of this Agreement. This Agreement shall be effective upon execution by all the parties hereto and shall terminate 60 months after the Effective Date.

- II.1. Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior written consent of the parties.
- II.2. Audit. The District shall arrange for an annual audit by an independent certified public accountant of all books and records of the District related to this Agreement, and shall make such audit, books and records available to the Legislative Auditor of the State of Louisiana during reasonable business hours as required by La. R.S. 24:513, and shall retain such books and records for three (3) years after the close of the year in which the books and records were created or generated, provided that the costs of the audit shall be an expense of the District, payable from its Administrative Charge.

SECTION 2.10. Establishment of an Annual Budget. To allow for the proper legal distribution of the Dedicated Taxes, the City-Parish shall establish within its financial records a special fund designated as the “Cortana Corridor Economic Development District Trust Fund” and the District shall submit its annual operating budget for approval by the Metropolitan Council of the City-Parish in accordance with the instructions contained in the annual budget package prepared by the City-Parish’s Finance Department.

(a) The Trust Fund shall be established by the City-Parish solely to receive and account for revenues of the Dedicated Taxes.

(b) The District shall adopt an annual budget during the City-Parish annual budget process to account for anticipated revenues and expenditures of the Dedicated Taxes for each Fiscal Year beginning with the first year of collections and continuing for the remainder of the Term.

SECTION 2.11 Representation on District Board. Throughout the term of this Agreement, the District shall be governed by a Board of Directors of which two of the directors shall be appointed by the Metropolitan Council member representing District 6. All other obligations and duties of the District’s Board of Directors shall be set forth in the organizational documents adopted by the District, as they may be amended from time to time.

ARTICLE III

LOCAL INCREMENT OBLIGATIONS

SECTION 3.01 Collection Process. The City-Parish shall act as agent of the District commencing on the Effective Date for the sole purpose of collecting the Monthly Local Increment. The District shall provide to the City-Parish the name, address and transfer information relative to the payment of the Monthly Local Increment. Such agency shall continue from the Effective Date until the last day of the Term, or as otherwise provided by amendment or addendum to this Agreement. The City-Parish further agrees that it shall additionally take all

reasonable and customary enforcement actions necessary in connection with the collection of the Monthly Local Increment, as applicable.

SECTION 3.02. Calculations. The City-Parish and the District hereby agree that the Monthly Local Increment shall be calculated monthly. Such calculations shall be made by the City-Parish and the calculation will be provided to the District. The City-Parish will establish an initial listing of all businesses located in the District, to be verified by the District, to establish the Annual Local Base and the Monthly Local Base and the continuing tax base. It shall be the responsibility of the District to inform the Collector of any businesses which should be added to or removed from the tax base prior to calculation of the Monthly Local Increment.

Collections from the District received in any Month as a result of audits shall be treated as current collections for such Month for purposes of this Agreement.

SECTION 3.03. Transfer of Funds. It shall be the continuing duty of the City-Parish to distribute the Monthly Local Increment for the preceding month no later than the twentieth (20th) Business Day of the month following the month of collection.

If it is determined that for any period of time less monies have been transferred than were due, or more funds have been transferred than were due, for whatever reason, the City-Parish shall direct an adjustment in the Monthly Local Increment, distributed to the District in order that the shortfall or over-collection of revenues due to the District for any prior period is eliminated as soon as practicable and in any event no more than ninety days subsequent to the recalculation giving rise to the need for the adjustment.

SECTION 3.04. Compensation. It is hereby agreed that the Finance Director of the City-Parish is authorized to deduct from the Monthly Local Increment the greater of (i) \$500.00 (Five Hundred Dollars) or (ii) one percent (1%) of the Monthly Local Increment, to be retained as a collection fee by the City-Parish for the purpose of defraying the costs of collecting the Monthly Local Increment and maintaining all necessary records.

ARTICLE IV CORTANA PROJECT CONSTRUCTION REBATE OBLIGATIONS

SECTION 4.01. Collection Process. The City-Parish shall act as agent of the District commencing on the Effective Date for the sole purpose of collecting the City Tax relative to the Cortana Project Construction Rebate (CPR). The City Taxes collected within the Cortana Project shall not be included within the City Taxes collected in the remainder of the District during the five year term of the CPR. The District shall provide to the City-Parish the name, address and transfer information relative to the payment of the CPR. Such agency shall continue from the Effective Date until the last day of the Term, or as otherwise provided by amendment or addendum to this Agreement. The City-Parish further agrees that it shall additionally take all reasonable and customary enforcement actions necessary in connection with the collection of the CPR, as applicable. The District shall provide for sales tax audits of construction activities to ensure accuracy of rebate requests submitted to the City-Parish.

SECTION 4.02 Calculations. The City-Parish and the District hereby agree that the CPR will be calculated annually for each Year (or portion thereof upon termination of the Agreement if necessary).

The District shall provide an annual schedule of all qualified expenses and copies of zero balance invoices that reflect the sales and use tax to be rebated in association with the Cortana Project Construction Rebate. The City-Parish will review and verify the accuracy of the submitted items. A report of all disallowed items will be provided to the District along with the reason for disallowance. The District will have 30 days to provide any additional documentation to validate the disallowed items which will thereafter be excluded from the rebate total. Neither the District nor the City-Parish will be liable in any way for any errors, acts or omissions related to the collection, submission or calculation of the CPR.

SECTION 4.03 Transfer of Funds. It shall be the duty of the City-Parish to distribute the CPR no later than 90 days after the submission of a completed rebate request by the District. Subsequent payments due of initially disallowed items will be made within 90 days of the receipt of the revised request.

If it is determined that for any period of time less monies have been transferred than were due, or more funds have been transferred than were due, for whatever reason, the City-parish shall direct an adjustment in the Monthly Local Increment distributed to the District in order that the shortfall or over-collection of revenues due to the District for any period is eliminated as soon as practicable and in any event no more than ninety days subsequent to the recalculation giving rise to the need for the adjustment.

SECTION 4.04 Compensation. It is hereby agreed that the Finance Director of the City-Parish is authorized to deduct from the CPR one percent (1%) of the total calculated rebate, to be retained as a collection fee by the City-Parish for the purpose of defraying the costs of collecting and verifying the CPR and maintaining all necessary records.

ARTICLE V

MISCELLANEOUS

SECTION 5.01 Liberal Construction. This Agreement shall be construed liberally to secure the beneficial intents and purposes hereof.

SECTION 5.02 Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the parties hereto at the addresses

shown in the appearances to this Agreement. Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by email, fax or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

SECTION 5.03 Further Assurances. From time to time hereafter, the City-Parish and the District shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling their obligations hereunder. Without limiting the foregoing, within fifteen (15) days following the request from any party hereto, each other party shall deliver to the requesting party, an estoppel certificate stating, to the best of such parties' knowledge or belief: (i) whether or not this Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified or amended; (ii) whether or not there are any defaults or breaches under this Agreement or conditions that, with the passage of time, the giving of notice, or both, would constitute a default or breach under this Agreement (and, if applicable, the nature of such defaults, breaches or conditions); (iii) whether the conditions and agreements under this Agreement have been satisfied or performed as of the date of such estoppel certificate (and, if applicable, the nature of any failures); and (iv) the amounts of paid and unpaid reimbursements for the Term of the Agreement or for particular years thereof. Any such statement or certificate may be conclusively relied upon by the party requesting the estoppel certificate.

SECTION 5.04 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought, if against the District or the City-Parish, in the 19th Judicial District Court, East Baton Rouge Parish, Louisiana.

SECTION 5.05 Severability. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 5.06 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the City-Parish or the District, in his or her individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

SECTION 5.07 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

SECTION 5.08 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

SECTION 5.09 Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

SECTION 5.10 Amendment and/or Modification. Neither this Agreement nor any term, provision or exhibit hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

[SIGNATURE PAGES FOLLOW]

DRAFT

THIS COOPERATIVE ENDEAVOR AGREEMENT IS THEREFORE DONE AND PASSED in multiple counterparts as of the Effective Date.

CITY OF BATON ROUGE/PARISH OF EAST
BATON ROUGE, STATE OF LOUISIANA

APPROVED:

By: _____
Sharon Weston Broome, Mayor-President

By: _____
Parish Attorney

(SEAL)

Date: _____

WITNESSES:

DRAFT COPY

CORTANA CORRIDOR ECONOMIC
DEVELOPMENT DISTRICT, STATE OF
LOUISIANA

ATTEST:

By: _____
Chairman of the Board of Directors

By: _____

(SEAL)

WITNESSES:

Date: _____

DRAFT

EXHIBIT A
to Cooperative Endeavor Agreement

**BOUNDARIES AND MAP OF
CORTANA CORRIDOR ECONOMIC DEVELOPMENT DISTRICT**

A portion of the City of Baton Rouge, Louisiana, **beginning at the point** of intersection of the east right-of-way line of Lobdell Boulevard and south right-of-way line of Canadian National Rail; thence easterly along south right-of-way line of Canadian National Rail approximately 10842 feet to a point; thence turning approximately 90 degrees to the right and continue southerly across South Choctaw Drive along the east boundaries of Tracts B-5-C-1-A and B-5-B-1-A-1 of South Choctaw Industrial Park, 1st Filing, Tracts Z-3-C, Z-3-B, Z-3-A-2, Z-3-A-1-C, Z-3-A-1-B, Z-3-A-1-A of Cortana Plantation to the intersection of the north boundary of Lot 10 of Oak Villa, thence continue easterly and southerly along the north and east boundaries of said Lot 10 to the intersection of the north boundary of Lot 7-A of Oak Villa; thence easterly and southerly along the north and east boundaries of said Lot 7-A to the intersection of the north boundary of Tract B of the J.H. Jenkins Tract; thence easterly along the north boundary of said Tract B to the intersection of the west right-of-way line of Monterrey Boulevard; thence southerly to the intersection of the centerline of Cortana Corridor (US 190); thence southwesterly along the centerline of Cortana Corridor (US 190) approximately 2475 feet to a point; thence turning approximately 80 degrees to the left and continue southerly across Cortana Corridor and along the east boundary of Lot A-1 of Broadmoor, 2nd Filing to the intersection of the south boundary of said Lot A-1; thence continue southwesterly and northerly along the south and west boundaries of said Lot A-1 to the intersection of the south boundary of Lot A-2B-2B-1A-1 of Broadmoor, 2nd Filing; thence southwesterly along the south boundary of said Lot A-2B-2B-1A-1 to the intersection of the southeast right-of-way line of Cortana Corridor-Airline Highway Interchange service road; thence southerly along said right-of-way line to the intersection of the east right-of-way line of Airline Highway (US 61); thence continue southeasterly along the east right-of-way line of Airline Highway to the intersection of the centerline of North Parkview Drive; thence northeasterly along the centerline of North Parkview Drive approximately 817 feet to a point; thence turning approximately 90 degrees to the right and continue southerly across North Parkview Drive and along the west boundaries of Lots 103 and 198 of Broadmoor, 5th Filing to the intersection of the centerline of South Parkview Drive; thence continue southwesterly along the centerline of South Parkview Drive and across Airline Highway to the intersection of the west right-of-way line of Airline Highway; thence southeasterly along the west right-of-way line of Airline Highway to the intersection of the north right-of-way line of Goodwood Boulevard; thence westerly along the north right-of-way line of Goodwood Boulevard to the intersection of the west boundary of North Branch Ward Creek; thence northwesterly along the west boundary of North Branch Ward Creek to the intersection of the south right-of-way line of Cortana Corridor; thence westerly along the south right-of-way

line of Cortana Corridor to the intersection of the east right-of-way line of Circle Drive; thence southerly along the east right-of-way line of Circle Drive to the intersection of the east boundary of Lot 3-C of Norwood-Eaton Joint Venture; thence southerly and westerly along the east and south boundaries of said Lot 3-C to the intersection of the east boundary of Lot 45 of Goodwood Acres; thence southerly and westerly along the east and south boundaries of said Lot 45 to the intersection of the east right-of-way line of East Airport Avenue; thence northerly along the east right-of-way line of East Airport Avenue approximately 266 feet to a point; thence turning approximately 90 degrees to the left and continue westerly across East Airport Avenue and along the south boundary of East Portion of Lot A-1 of Goodwood Homesites, Block 16 to the intersection of the east right-of-way line of South Wooddale Drive; thence northwesterly along the east right-of-way line of South Wooddale Drive to the intersection of the south right-of-way line of Cortana Corridor; thence westerly along the south right-of-way line of South Cortana Corridor to the intersection of the east boundary of Lot B-1-2 of Goodwood Homesites, Block 16; thence southerly along the east boundary of said Lot B-1-2 to the intersection of the south boundary of said Lot B-1-2; thence westerly along the south boundaries of Lots B-1-2 through 4-A-1 of Goodwood Homesites, Block 16 to the intersection of the west boundary of said Lot 4-A-1; thence northerly along the west boundary of said Lot 4-A-1 to the intersection of the south right-of-way line of Cortana Corridor; thence westerly along the south right-of-way line of Cortana Corridor to the intersection of the east boundary of Lot 2-A of Goodwood Homesites, Block 16; thence southerly along the east boundary of said Lot 2-A to intersection of the south boundary of said Lot 2-A; thence westerly along the south boundaries of Lots 2-A and 1-A of Goodwood Homesites, Block 16 to the intersection of the east right-of-way line of Lobdell Avenue; thence southerly along the east right-of-way line of Lobdell Avenue approximately 115 feet to a point; thence turning approximately 90 degrees to the right and continue westerly across Lobdell Avenue and along the north right-of-way line of North Airport Drive to the intersection of the west right-of-way line of Linda Avenue; thence southerly along the west right-of-way line of Linda Avenue to the intersection of the south boundary of Lot 1-A of North Goodwood Addition; thence westerly and northerly along the south and west boundaries of said Lot 1-A to the intersection of the south boundary of Lot 1-A-2-A of Florida Plaza, 2nd Filing; thence continue westerly along the south boundary of said Lot 1-A-2-A and across Ocean Drive to the intersection of the west right-of-way line of Ocean Drive; thence northerly along the west right-of-way line of Ocean Drive to the intersection of the south boundary of Lot 3 of Florida Plaza, 2nd Filing; thence westerly along the south boundary of said Lot 3 to the intersection of the east boundary of Lot 4-A-1 of Florida Plaza, 2nd Filing; thence southerly and westerly along the east and south boundaries of said Lot 4-A-1 to the intersection of the east boundary of Lot 6 of Florida Plaza, 1st Filing; thence southerly along the east boundary of said Lot 6 to the intersection of the south boundary of Lot 8-B-1-F of Florida Plaza, 3rd Filing; thence continue westerly along the south boundary of said Lot 8-B-1-F, across a private street and along the south boundary of Lot 7-B-1-F of Florida Plaza, 3rd Filing to the intersection of the west boundary of

said Lot 7-B-1-F; thence northerly along the west boundary of said Lot 7-B-1-F to the intersection of the south boundary of Lot 6 of Florida Plaza, 1st Filing; thence westerly along the south boundary of said Lot 6 to the intersection of the east right-of-way line of Croydon Avenue; thence continue southwestwardly across Croydon Avenue to the intersection of the west right-of-way line of Croydon Avenue and south boundary of Lot 5 of North Goodwood, Block 3; thence westerly and northerly along the south and west boundaries of said Lot 5 to the intersection of the south boundary of Lot 2-A of North Goodwood, Block 3; thence continue westerly along the south boundary of said Lot 2-A and across South Donmoor Avenue to the intersection of the west right-of-way line of South Donmoor Avenue; thence northerly along the west right-of-way line of South Donmoor Avenue to the intersection of the south boundary of Lot A of North Goodwood, Block 2; thence westerly along the south boundaries of Lots A and D of North Goodwood, Block 2 to the intersection of the east right-of-way line of Kenwood Avenue; thence southerly along the east right-of-way line of Kenwood Avenue approximately 100 feet to a point; thence turning approximately 90 degrees to the right and continue westerly across Kenwood Avenue to the intersection of the west right-of-way line of South Kenwood Avenue and south boundary of Lot 2 of North Goodwood, Block 1; thence continue westerly along the south boundaries of Lots 2 and 1 of North Goodwood, Block 1 to the intersection of the east boundary of Lot 8 of the Jack Alello Tract; thence continue southerly along the east boundaries of Lots 8 and 10 of the Jack Alello Tract to the intersection of the south boundary of said Lot 10; thence continue westerly along the south boundary of said Lot 10 and across Alello Drive to the intersection of the west right-of-way line of Alello Drive; thence northerly along the west right-of-way line of Alello Drive to the intersection of the south boundary of Lot 2 of the Rosario Alello Tract; thence continue westerly along the south boundaries of Lots 2 and 1 of the Rosario Alello Tract to the intersection of the east boundary of Lot B of Bellewood; thence continue southerly along the east boundaries of Lots B and B-10 of Bellewood to the intersection of the south boundary of said Lot B-10; thence continue westerly along the south boundary of said Lot B-10 and across Bellewood Drive to the intersection of the west right-of-way line of Bellewood Drive; thence northerly along the west right-of-way line of Bellewood Drive to the intersection of the south right-of-way line of Cortana Corridor; thence westerly along the south right-of-way line of Cortana Corridor to the intersection of the east boundary of Lot 1 of the Gaspano Alello Tract; thence continue southerly along the east boundaries of Lots 1 and 2 of the Gaspano Alello Tract to the intersection of the south boundary of said Lot 2; thence westerly along the south boundary of said Lot 2 to the intersection of the east right-of-way line of South Carrollton Avenue; thence northerly along the east right-of-way line of South Carrollton Avenue approximately 203 feet to a point; thence turning approximately 90 degrees to the left and continue westerly across South Carrollton Avenue and along the south boundary of Lot 13-A of the Gaspano Alello Tract to the intersection of the east boundary of Lot B of the Frank Alello Tract; thence southerly, westerly and northerly along the east, south and west boundaries of Lot B to the intersection of the south boundary of Lot A of the Frank Alello Tract; thence continue

westerly along the south boundary of said Lot A, across Marquette Drive and along the south boundaries of Lots A-2 and B of the Catherine M. Hustace Tract to the intersection of the east boundary of Lot 2-A of the Nick Manisco Tract; thence continue southerly along the east boundaries of said Lot 2-A and Lot Ethel Mary Allen being a portion of the William Odom Tract to the intersection of the south boundary of said Lot Ethel Mary Allen; thence continue westerly along the south boundaries of Lots Ethel Mary Allen and Mary C. Wall being portions of the William Odom Tract to the intersection of the east right-of-way line of South Ardenwood Drive; thence northerly along the east right-of-way line of South Ardenwood Drive approximately 189 feet to a point; thence turning approximately 90 degrees to the left and continue westerly across South Ardenwood Drive and along the north boundary of Lot A-1-B-1 of the George B. Evans Tract to the intersection of the east right-of-way line of Convention Street; thence continue westerly along the north right-of-way line of Convention Street to the intersection of the east boundary of Lot T-1-A of the Harry Cloud Tract; thence northwesterly along the east boundary of said Lot T-1-A to the intersection of the south right-of-way line of Cortana Corridor; thence westerly along the south right-of-way line of Cortana Corridor to the intersection of the east right-of-way line of Cloud Drive; thence southerly along the east right-of-way line of Cloud Drive approximately 376 feet to a point; thence turning approximately 90 degrees to the right and continue westerly across Cloud Drive, along the south boundaries of Lots 37-B and 37-A of Fairfax Heights, across South Fairfax Drive and along the south boundary of Lot 38 of Fairfax Heights to the intersection of the west boundary of said Lot 38; thence northerly along the west boundary of Lot 38 to the intersection of the south right-of-way line of Cortana Corridor; thence westerly along the south right-of-way line of Cortana Corridor to the intersection of the east boundary of Lot A-2-A-1 of the Stephen B. Jones Tract; thence southerly and westerly along the east and south boundaries of said Lot A-2-A-1 to the intersection of the intersection of the east boundary of Lot A-2-A-2 of the Stephen B. Jones Tract; thence southerly and westerly along the east and south boundaries of said Lot A-2-A-2 to the intersection of the east right-of-way line of Community College Drive; thence northerly along the east right-of-way line of Community College Drive to the intersection of the south right-of-way line of Cortana Corridor; thence westerly along the south right-of-way line of Cortana Corridor to the intersection of the east right-of-way line of North Foster Drive; thence turning approximately 90 degrees to the right and continue northerly across Cortana Corridor and along the east right-of-way line of North Foster Drive to the intersection of the south right-of-way line of North Street; thence easterly along the south right-of-way line of North Street to the intersection of the east boundary of Lot 9 of Melrose Place; thence continue southerly along the east boundaries of Lots 9 through 12 of Melrose Place the intersection of the north boundary of Lot 4-A of Melrose Place; thence easterly along the north boundary of said Lot 4-A to the intersection of the west right-of-way line of Melrose Boulevard; thence southerly along the west right-of-way line of Melrose Boulevard approximately 238 feet to a point; thence turning approximately 90 degrees to the

left and continue westerly across Melrose Boulevard and along the north boundaries of Lots 14, 15B and 16 of Melrose Place to the intersection of the east boundary of said Lot 16; thence southerly along the east boundary of said Lot 16 to the intersection of the north right-of-way line of Cortana Corridor; thence easterly along the north right-of-way line of Cortana Corridor to the intersection of the west boundary of Lot 18 of Melrose Place; thence northerly along the west boundary of said Lot 18 to the intersection of the north boundary of said Lot 18; thence continue easterly along the north boundaries of Lots 18 and 19 of Melrose, across South Fairfax Drive, and along the north boundaries of Lots 27 through 32 of Melrose Place to the intersection of the west right-of-way line of Waverly Drive; thence southerly along the west right-of-way line of Waverly Drive to the intersection of the north right-of-way line of Cortana Corridor; thence easterly along the north right-of-way line of Cortana Corridor to the intersection of the east boundary of Tract A-1-A-1 of Melrose Place; thence northerly and easterly along the east and south boundaries of said Tract A-1-A-1 to the intersection of the west right-of-way line of North Ardenwood Drive; thence northerly along the west right-of-way line of North Ardenwood Drive approximately 93 feet to a point; thence turning approximately 90 degrees to the right and continue westerly across North Ardenwood Drive and along the north boundary of the 100' GSU Servitude to the intersection of the west boundary of Lot 292-A of Melrose East, 3rd Filing; thence northerly and easterly along the west and north boundaries of said Lot 292-A to the intersection of the west right-of-way line of North Carrollton Avenue; thence southeasterly along the west right-of-way line of North Carrollton Avenue approximately 230 feet to a point; thence turning approximately 70 degrees to the left and continue easterly across North Carrollton Avenue, along the south right-of-way line of Van Gogh Avenue and across North Donmoor Avenue to the intersection of the east right-of-way line of North Donmoor Avenue; thence southerly along the east right-of-way line of North Donmoor Avenue to the intersection of the north boundary of Lot 10 of Melrose East, 1st Filing; thence continue easterly along the north boundary of said Lot 10 to the intersection of west boundary Lot 13 of Melrose East, 1st Filing; thence northerly along the west boundary said Lot 13 to the intersection of the south right-of-way line of Van Gogh Avenue; thence easterly along the south right-of-way line of Van Gogh Avenue to the intersection of the east right-of-way line of Monet Drive; thence northerly along the east right-of-way line of Monet Drive to the intersection of the south boundary of Lot 18 of Melrose East, 1st Filing; thence easterly along the south boundary of said Lot 18 to the intersection of the west boundary of Tract N-1-A-1-A of the Bahlinger Inc. Property; thence northerly along the west boundary of said Tract N-1-A-1-A to the intersection of the south right-of-way line of Harry Drive; thence continue easterly along the south right-of-way line of Harry Drive and across Lobdell Boulevard to the east right-of-way line of Lobdell Boulevard; thence southerly along the east right-of-way line of Lobdell Boulevard to the intersection of the north boundary of Lot I of Florida Plaza Corporation; thence continue easterly along the north boundaries of said Lot I, Lot 9 of Kornmeyer Plaza, across Kornmeyer Plaza Drive and along the north boundary of Lot 14 of Kornmeyer Plaza to the intersection of the east boundary of said

Lot 14; thence continue southerly along the east boundaries of Lots 14, 13-A and 12-A of Kornmeyer Plaza approximately 546 feet to a point; thence turning approximately 90 degrees to the left and continue easterly along the north boundaries of Tracts ZZ-1-A-1-A-1 and ZZ-2A of Goodwood Homesites and across Wooddale Boulevard to the intersection of the east right-of-way line of Wooddale Boulevard; thence southeasterly along the east right-of-way line of Wooddale Boulevard to the intersection of the northwest boundary of Lot X of Goodwood Homesites; thence northeasterly along the northwest boundary of said Lot X to the intersection of the northeast boundary of Lot X, being common with the southwest boundary of North Branch Ward Creek; thence southeasterly along the southwest boundary of North Branch Ward Creek to the intersection of the west boundary of Tract A of Goodwood Homesites; thence southerly along the west boundary of said Tract A to the intersection of the south boundary of said Tract A; thence continue easterly along the south boundary of said Tract A and across Fernwood Drive to the intersection of the east right-of-way line of Fernwood Drive; thence northerly along the east right-of-way line of Fernwood Drive to the intersection of the south boundary of North Branch Ward Creek; thence easterly along the south boundary of North Branch Ward Creek to the intersection of the west right-of-way line of Airway Drive; thence northerly along the west right-of-way line of Airway Drive to the intersection of the north boundary of Lot 5 of Goodwood Homesites, Square 1-3, 8-12, Block 12; thence continue southwesterly and northwesterly along the north boundary of said Lot 5 to the intersection of the and southeast boundary of Lot A of the Joe Roppolo Tract; thence continue northwesterly along the northeast boundary of said Lot A, across Greenmoss Drive, along the southwest boundaries of Lots 10-A, 9, 8, 7, 6, 5, 4-A of Goodwood Homesites, Square 1-3, 8-12, Block 11, and Lots 10, 9-A-1, 7-A of Goodwood Homesites, Square 1-3, 8-12, Block 10 to the intersection of the northwest boundary said Lot 7-A; thence northeasterly along the northwest boundary said Lot 7-A to the intersection of the west right-of-way line of Airline Highway; thence northwesterly along the west right-of-way line of Airline Highway to the intersection of the southeast boundary of Lot 4 of Goodwood Homesites, Square 1-3, 8-12, Block 10; thence southwesterly along the southeast boundary of said Lot 4 to the intersection of the southwest boundary of said Lot 4; thence continue northwesterly along southwest boundaries of Lots 4, 3, 2 and 1 of Goodwood Homesites, Square 1-3, 8-12, Block 10 to the intersection of the northwest boundary of said Lot 1; thence northeasterly along the northwest boundary of said Lot 1 to the intersection of the west right-of-way line of Airline Highway; thence northwesterly along the west right-of-way line of Airline Highway to the intersection of the southeast boundary of Lot 19 of Goodwood Homesites, Square 1-3, 8-12, Block 9; thence southwesterly along the southeast boundary of said Lot 19 to the intersection of the southwest boundary of Lot said 19; thence continue northwesterly along southeast boundaries of Lots 19, 18, 17, 16, 15 and 10-A of Goodwood Homesites, Square 1-3, 8-12, Block 9 to the intersection of the southeast boundary of Jones Creek; thence continue southwesterly along the southeast boundary of Jones Creek and across Wooddale Boulevard to the intersection of the west right-of-way line of Wooddale Boulevard; thence northwesterly along the west right-of-way

line of Wooddale Boulevard to the intersection of the south boundary of Melrose Canal; thence westerly along the south boundary of Melrose Canal to the intersection of the east right-of-way line of Lobdell Boulevard; thence northwesterly along the east right-of-way line of Lobdell Boulevard to the intersection of the north boundary of Tract B-2 of the C.C. Bird Tract; thence northeasterly along the north boundary of said Tract B-2 to the intersection of the west boundary of unnamed north-south drainage ditch between the C.C. Bird Tract and Wooddale Center subdivisions; thence northerly along the west boundary of said unnamed north-south drainage ditch to the intersection of the south boundary of Tract A of the C.C. Bird Tract; thence westerly along the south boundary of said Tract A to the intersection of the east right-of-way line of Lobdell Boulevard; thence northwesterly along the east right-of-way line of Lobdell Boulevard to the intersection of the north boundary of said Tract A; thence easterly along the north boundary of said Tract A to the intersection of the east boundary of unnamed north-south drainage ditch between the C.C. Bird Tract and Wooddale Center subdivisions; thence northerly along the east boundary of said unnamed north-south drainage ditch to the intersection of the north boundary of Lot B-1 of Wooddale Center, 2nd Filing, thence northeasterly along the north boundary of said Lot B-1 to the intersection of the west right-of-way line of Wooddale Boulevard; thence northwesterly along the west right-of-way line of Wooddale Boulevard to the intersection of the southeast boundary of Lot 171-A of Wooddale Center, 4th Filing, thence southwesterly along the southeast boundary of said Lot 171-A to the intersection of the east boundary of said unnamed north-south drainage ditch; thence northerly along the east boundary of said unnamed drainage ditch to the intersection of the intersection of the north boundary of unnamed east-west drainage ditch between the C.C. Bird Tract and Wooddale West subdivisions; thence westerly along the north boundary of said unnamed east-west drainage ditch to the intersection of the east right-of-way line of Lobdell Boulevard; thence northwesterly along the east right-of-way line of Lobdell Boulevard to the intersection of the south right-of-way line of Canadian National Rail, being the **point of beginning**, less and except Lot 153-A of Wooddale Center, 3rd Filing; Lot 351 of Wooddale Center, 7th Filing; Lot 71 of Wooddale Center, 1st Filing; Lot 319 of Wooddale Center, 6th Filing; Lots 327-A, 331, 339, 263, 262 and 236 of Wooddale Center, 5th Filing; Lot 14 and 15 of Goodwood Homesites, Square 1-3, 8-12, Block 8; Lot 4 of Goodwood Homesites, Square 1-3, 8-12, Block 9; Lot 2-A-1 of Goodwood Homesites, Square 1-3, 8-12, Block 3; Lots 6-A-1, 7, 8, 8-A, X-1-A, 10-B-1 and 11 of Goodwood Homesites, Square 1-3, 8-12, Block 2; Lots 6 and 7 of Wooddale East, 1st Filing; Lots C-1-A-1, C-1-A-2 and C-2-A of Wooddale East, 2nd Filing; Lots A, B, 8 and 9 of Goodwood Homesites, Square 1-3, 8-12, Block 1; Tracts L and Y-1-A of Cortana Plantation; Tract A-2-B-2-B-2-A of Broadmoor, 2nd Filing; and a portion of Dallas Drive beginning at the point of intersection of the northwest boundary of Lot 339 of Wooddale Center, 5th Filing and southwest right-of-way line of Dallas Drive; thence northeasterly across Dallas Drive to the intersection of the northeast right-of-way line of Dallas Drive; thence southeasterly along the northeast right-of-way line of Dallas Drive to the intersection of the southeast boundary of Lot 262 of Wooddale Center, 5th Filing; thence

turning approximately 90 degrees to the right and southwesterly across Dallas Drive to the intersection of the southwest right-of-way line of Dallas Drive; thence northwesterly along the southwest right-of-way line of Dallas Drive to the intersection of the northwest boundary of said Lot 339, being the point of beginning of a portion of Dallas Drive.

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EXHIBIT B

CORTANA CORRIDOR ECONOMIC DEVELOPMENT DISTRICT NO. 1
BASELINE SALES AND USE TAX COLLECTION RATE CERTIFICATE

I, the undersigned Finance Director of the City of Baton Rouge and the Parish of East Baton Rouge (City-Parish), have examined the sales and use tax revenue data for the fiscal year ending December 31, 2020 within the boundaries of the Cortana Corridor Economic Development District (District) created pursuant to a Resolution of the Board of Commissioners of the East Baton Rouge Redevelopment Authority on July 15, 2021, having the boundaries set forth in Exhibit A.

I hereby certify that the annual collections of all sales and use tax levied within the boundaries of the District for the fiscal year ended December 31, 2020 was \$4,969,057.80. Accordingly, I hereby certify the initial annual baseline collection rate as \$4,969,057.80 and the monthly baseline collection rate for the District as \$414,088.15.

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

Linda Hunt, Finance Director

Dated: July ____, 2021

EXHIBIT C
CORTANA PROJECT LEGAL DESCRIPTION

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EXHIBIT D

CORTANA CORRIDOR ECONOMIC DEVELOPMENT DISTRICT (EDD)

PROJECT LIST

The Net Revenues of the EDD Tax are intended to be used in furtherance of economic development activities in the District through the following uses:

Make necessary infrastructure improvements that will provide the highest future returns on investment in stimulating business development within the District. These investments will give priority focus to the following within the District:

Tier I Project - Master Planning of the Florida Boulevard and Airline Highway Small Area

- Complete a comprehensive master plan for the redevelopment of the Cortana Corridor EDD area, prioritizing Florida Boulevard, Airline Highway, and the intersection of the two. In anticipation of major economic revitalization in the corridor along Florida Boulevard and Airline Highway, anchored by the redevelopment of the old Cortana Mall site, there is an urgent need for an urban land use and redevelopment master plan, incorporating the public right of way, private enterprises, residential neighborhoods, housing needs, blighted or abandoned properties, public parks, safety and security, facades, streetscaping, landscaping, pedestrian infrastructure, bicycle infrastructure, crosswalks, transit uses, and transportation infrastructure. As a first priority, the district will seek proposals and establish the anticipated cost for the master plan. Once fully reserved for as an expense, the district will establish the available resources for the Tier II project as the next highest priority. Contingent upon the district reaching its projection of \$1,500,000.00 Tier II shall receive at least \$500,000.00.

Tier II Project – Florida Corridor Community Center Planning and Preparation

- Plan, Design, Acquire Property, and/or other expenses that further the goal to develop a Community Center in council district six as a redevelopment project in the corridor. Any expenditures will be in collaboration with the City Parish, including its finance and legal departments, and limited to one-time fund uses and must not bind the City Parish to a capital outlay or recurring expense without the authorization by the Mayor President and Metropolitan Council.

Tier III Projects

- Purchase, Design, Renovate and/or Construct Land, Parking lots, buildings and/or other private properties in the Florida/Airline Corridor for the purpose of spurring redevelopment, beautification, and/or reinvestment on impactful sites, prioritizing properties with frontage on Florida Boulevard or Airline Highway.
- Fund matching grants to private entities within the Cortana Corridor EDD for the improvement of business, commercial, or building facades, signage, or beautification maintenance.

- Design, Replace, Renovate and/or Construct Landscaping / Hardscaping (additional plantings, irrigation, etc) within the Cortana Corridor EDD, prioritizing the cloverleaf interchange at Florida Boulevard and Airline Highway and medians along Florida.
- Design, Replace, Expand, and/or Construct roadway, median, and road access upgrades, perform required studies and analysis, roadway reconfiguring, restriping, crosswalk delineation, and/or traffic signalization in compliance with AASHTO standards.
- Design, Replace, Expand, Construct and/or Install signage, including but not limited to wayfinding, directional, and bicycle and shared transportation signage.
- Design, Renovate, Paint, and/or Landscape the Airline Highway underpass.
- Design, Purchase, and/or Install electronic and video monitoring equipment for safety and security of the Cortana Corridor EDD in the prevention of litter, illegal dumping, or crime.
- Design, Clean, or Construct beautification improvements of the drainage canals or ditches that intersect or are visible from Airline or Florida.

Tier IV Projects

- Design, Renovate and/or Construct existing and new sidewalk, bicycle lane, and/or street lighting improvements to support the safety, walkability and economic development of the Cortana Corridor EDD. For sidewalks, this activity includes, but is not limited to the installation or rehabilitation of sidewalks within the District to support the safety, walkability and economic development such as: planning, engineering and design; retrofit of sidewalk width, curbs, and ramps to comply with American with Disabilities Act (ADA) standards; utilization of soft- and hardscaping materials; conversion of sidewalks to multi-use paths; and/or replacement and/or renovation of sidewalks to American Association of State Highway and Transportation Officials (AASHTO) standards.
- Design, Renovate and/or Construct streetscaping improvements to include signage, bicycle storage racks and/or corrals or striping, and shared mobility storage racks and/or corrals or striping.
- Design, Renovate and/or Construct gateway and safety improvements for increasing pedestrian and bicycle connectivity to adjacent neighborhoods.
- Purchase, Design, Construction and/or Install culturally centered public art in the district's public realm.
- Design, Demolition of structure(s), and Site Clearing and/or Site Preparation activities as necessary that impedes project construction and/or economic development.

- Design, Renovate and/or Rehabilitate structure(s) that are part of project construction and/or economic development.
- Design and Conduct Environmental Due Diligence (inclusive of Phase 1, Phase 2, Record of Decision, Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion), Remediation, and associated Mitigation of structure(s) or site(s) that impede project construction and/or economic development. Environmental mitigation.
- Design, Renovate and/or Construct facilities or improvements to support cultural events, inclusive of land purchase or lease.
- Design, Renovate, Relocate, Expand, and/or Construct public infrastructure improvements but not limited to public buildings and other public structures such as streets, sidewalks, streetlights, plazas, parks, parking facilities and related works, utilities, or fixtures.
- Special consideration will be given to design, acquire, renovate, and/or reconstruct adjudicated, blighted or vacant property within the EDD.
- Design, Renovate, Expand, and/or Construct improvements to vacant or partially vacant publicly owned properties that are being repositioned or portions are vacant or underutilized.
- Design, Renovate, Expand, and/or Construct improvements for a police station.
- Design, Renovate, Expand, and/or Construct residential projects to meet the housing needs in the District inclusive of land acquisition.

**RESOLUTIONS AND RATIFICATIONS
OF THE
BOARD OF DIRECTORS
OF
CORTANA CORRIDOR ECONOMIC DEVELOPMENT DISTRICT**

At a meeting of the Board of Directors (“**Board**”) of the Cortana Corridor Economic Development District (“**District**”) duly called and noticed, and at which a quorum was present and voted unanimously, the Board of Directors adopted the following Resolutions.

WHEREAS, the District is tasked with the collection of a sales tax increment within its boundaries in order to promote the public health, safety, morals and welfare of the District; and

WHEREAS, in furtherance of these public purposes, the District has entered into a Cooperative Endeavor and Intergovernmental Agreement dated [_____, 2021] (as amended, “**CEA**”), with the City of Baton Rouge/Parish of East Baton Rouge (“**City/Parish**”) for the collection of the sales tax increment by the City Parish for delivery to the District; and

WHEREAS, to further the purposes of the District, it is necessary to authorize the CEA; and

WHEREAS, the District wishes to ratify certain actions and to authorize certain other actions.

THEREFORE, IT IS RESOLVED THAT:

1. Actions of Redevelopment Authority. Any and all actions heretofore taken on behalf of the District by the East Baton Rouge Redevelopment Authority are hereby confirmed, ratified and approved as the acts and deeds of the District in all respects; and
2. Approval of Board of Directors. The District does hereby approve the make up of the Board of Directors as consisting of five members, three of which shall be the Mayor-President’s appointees to the East Baton Rouge Redevelopment Authority Board of Commissioners and two of whom shall be appointed by the Councilperson representing District 6. The Board may adopt bylaws, rules and regulations detailing the authority and operations of the District;
3. Selection of Officers. Until such time as their resignation or removal, the Board shall have the following officers:

Chairman: _____

Secretary: _____

4. Authorization of CEA. The CEA is hereby approved in the form presented to the Board. Any of the Chairman or Secretary of the Board, or any other person whom any such person may appoint (the "**Authorized Representatives**") are hereby authorized, empowered, and directed to modify as necessary, enter into, execute and deliver on behalf of the District, the CEA; and
5. General Resolution. The Authorized Representatives and such other individuals as they may from time to time designate, whether orally or in writing, are hereby authorized to do or cause to be done all such acts or things that they in their sole discretion deem necessary or advisable in order to carry out the purpose and intent of the foregoing resolutions and to perform the obligations of the District under the agreements and documents approved in such resolutions and under each of the instruments, agreements and documents referred to in or attached to such agreements and that each of the Authorized Representatives is hereby authorized to execute any amendments, modifications or restatements of any of the documents authorized pursuant to the foregoing resolutions; and
6. Ratification. Any and all acts already performed by any Authorized Representative to effectuate and consummate any transaction which is in furtherance of the mission of the District are hereby ratified and confirmed by the District.

CERTIFICATE

The undersigned Secretary of the Cortana Corridor Economic Development District hereby certifies that the foregoing are true and correct copies of those Resolutions adopted by the Board of Directors of the District at a meeting of the Board with a quorum of its members present and acting throughout, and which Resolutions are still in full force and effect.

_____, 2021.

_____, Secretary

Attest:

_____, Chairperson

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