

ORDINANCE #69102
Board Bill No. 277

An ordinance pertaining to the Liquor Control Law of the City of St. Louis; repealing Ordinance 69010 setting forth an area which shall not be within the convention trade area of the City of St. Louis; containing an emergency clause.

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

SECTION ONE. Ordinance 69010 and codified as section 14.03.230 of the Revised Code, is hereby repealed and enacted in lieu thereof is the following:

14.03.230. The following areas shall not be within the convention trade area of the City of St. Louis:

(A) Beginning at the point of intersection of Gravois Ave and Potomac St, and proceeding easterly along Gravois Ave to S Jefferson Ave, and proceeding northerly along S Jefferson Ave to Shenandoah Ave, and proceeding easterly on Shenandoah to Indiana Ave, and proceeding southerly on Indiana Ave to Victor St, and proceeding easterly on Victor St to Gravois Ave, and proceeding easterly along Gravois Ave to I-55, and proceeding southerly along I-55 to Sidney St, and proceeding easterly along Sidney St to the Mississippi River, and proceeding southerly along the Mississippi River to River Bluff Pl, and proceeding westerly along River Bluff Pl to S Broadway, and proceeding southerly along S Broadway to Nebraska Ave, and proceeding northerly along Nebraska Ave to Delor St, and proceeding westerly along Delor St to a north/south alleyway between S Compton and Michigan and proceeding northerly along such alleyway to Itaska St, and proceeding westerly along Itaska St to S Compton, and proceeding northerly along S Compton Ave to Osceola St, and proceeding easterly along Osceola St to Michigan Ave, and proceeding southerly along Michigan Ave to an east/west alleyway, and proceeding easterly along such alleyway to Minnesota Ave, and proceeding northerly along Minnesota Ave to Meramec St, and proceeding easterly along Meramec St to I- 55, and proceeding easterly along I- 55 to S Broadway, and proceeding westerly along S Broadway to Miami St, and proceeding westerly along Miami St to Indiana Ave, and proceeding northerly along Indiana Ave to Potomac St, and proceeding westerly along Potomac St to S Jefferson Ave, and proceeding northerly along S Jefferson Ave to Cherokee St, and proceeding westerly along Cherokee St to S Compton Ave, and proceeding southerly along S Compton Ave to Potomac St, and proceeding westerly along Potomac St to the point of beginning.

(B) Beginning at the point of intersection of Delor St and Missouri Pacific RR, and proceeding westerly along Delor St to Steffens Ave, and proceeding southerly along Steffens Ave to Walsh St, and proceeding westerly along Walsh St to Morganford Rd, and proceeding southerly along Morganford Rd to Walsh St, and proceeding westerly along Walsh St to Gravois Ave, and proceeding westerly along Gravois Ave to Eichelberger St, and proceeding westerly along Eichelberger St to Hummel Ave, and proceeding westerly along Hummel Ave to Dahlia Ave, and proceeding northerly along Dahlia Ave to north/south alleyway, and proceeding southerly along such alleyway to Rosa Ave, and proceeding northerly along Rosa Ave to S Kingshighway Blvd, and proceeding southerly along S Kingshighway Blvd to Rosa Ave, and proceeding westerly along Rosa Ave to Macklind Ave, and proceeding northerly along Macklind Ave to Bancroft Ave, and proceeding easterly along Bancroft Ave to Brannon Ave, and proceeding northerly along Brannon Ave to Chippewa St, and proceeding easterly along Chippewa St to Missouri Pacific RR, and proceeding southerly along Missouri Pacific RR to the point of beginning.

(C) Beginning at the point of intersection of Osceola St and Minnesota Ave, and proceeding southerly along Minnesota to an east/west alleyway, and proceeding westerly along such alley to Michigan Ave, and proceeding northerly along Michigan Ave to Osceola St, and proceeding westerly along Osceola St to S Compton Ave, and proceeding northerly along S Compton Ave to Gasconade St, and proceeding westerly along Gasconade St to Louisiana Ave, and proceeding northerly along Louisiana Ave to Osage St, and proceeding westerly along Osage St to Arkansas Ave, and proceeding northerly along Arkansas Ave to Chippewa St, and proceeding westerly along Chippewa St to S Grand Blvd, and proceeding northerly along S Grand Blvd to Gravois Ave, and proceeding northerly along Gravois Ave to Potomac St, and proceeding easterly along Potomac St to S Compton Ave, and proceeding northerly along S Compton Ave to Cherokee St, and proceeding easterly along Cherokee St to S Jefferson Ave, and proceeding southerly along S Jefferson Ave to Potomac St, and proceeding easterly along Potomac St to Indiana Ave, and proceeding southerly along Indiana Ave to Miami St, and proceeding easterly along Miami St to S Broadway, and proceeding easterly along S Broadway to I- 55, and proceeding southerly along I- 55 to Meramec St, and proceeding westerly along Meramec St to Minnesota Ave, and proceeding southerly along Minnesota Ave to the point of beginning.

(D) Beginning at the point of intersection of 13th St and Chouteau Ave, and proceeding easterly along Chouteau Ave to the Mississippi River, and southerly along the Mississippi River to Sidney St and proceeding westerly along Sidney St to I-55, and proceeding northerly along I-55 to Gravois Ave, and proceeding westerly along Gravois Ave to Victor St, and proceeding westerly along Victor to Indiana Ave, and proceeding northerly along Indiana Ave to Shenandoah Ave, and proceeding westerly along Shenandoah Ave to Compton Ave, and proceeding northerly along S Compton Ave to Hawthorne Blvd, and proceeding easterly along Hawthorne Blvd to Milton Blvd, and proceeding easterly along Milton Blvd to Nebraska Ave, and proceeding northerly along

Nebraska Ave to east/west alley, and proceeding easterly along such alleyways to Ohio Ave, and proceeding northerly along Ohio Ave to Accomac St, and proceeding easterly along Accomac St to S Jefferson Ave, and proceeding northerly along S Jefferson Ave to Park Ave, and proceeding easterly along Park Ave to Mackay Pl and proceeding northerly along Mackay Pl to Hickory St and proceeding easterly along Hickory St to Mississippi Ave, and proceeding southerly along Mississippi Ave to Park Ave, and proceeding easterly along Park Ave to Dolman St, and proceeding northerly along Dolman St to Chouteau Ave, and proceeding easterly along Chouteau Ave to Grattan St, and proceeding southerly along Grattan St to Park Ave, and proceeding easterly along Park Ave to S 14th St, and proceeding northerly along S 14th St to Rutger St, and proceeding easterly along Rutger St to S 13th St, and proceeding southerly along S 13th St to an east/west alleyway, and proceeding easterly along east/west alleyway to a north/south alleyway and proceeding northerly along such alley to Hickory St, and proceeding westerly along Hickory St to S 13th St, and proceeding westerly along Hickory St to S 13th St, and northerly along S. 13th St to the point of beginning.

SECTION TWO. EMERGENCY CLAUSE.

This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: March 9, 2012

**ORDINANCE #69103
Board Bill No. 278**

An ordinance pertaining to secondhand dealers; requiring a petition to be filed for a secondhand dealer license as defined under Chapter 8.82.010 of the Revised Code of the City of St. Louis and containing an emergency clause.

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

SECTION ONE. License- Petition to be filed.

In addition to the application and plat, the applicant for a secondhand dealer license shall also file in the Board of Public Service, together with the application and plat, a written petition in favor of the issuance of such license, signed by a majority of the persons, if any, occupying premises or conducting any business on the main surface floor within the prescribed petition circle drawn by a radius of five hundred feet plus one-half of the width of the front of the premises, from the center of such premises projected to the streets. A neighborhood consent petition shall not be required for successive yearly renewal licenses for the same licensee on the same premises.

SECTION TWO. Emergency clause.

This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the mayor.

Approved: March 9, 2012

**ORDINANCE #69104
Board Bill No. 2872**

An Ordinance recommended by the Board of Public Service authorizing a contract between the City of St. Louis, the City of St. Peters, Missouri and the City of St. Charles, Missouri for the sale and purchase of water from the City of St. Louis for distribution by the City of St. Peters, Missouri and the City of St. Charles, Missouri in their general system; authorizing connections between the City of St. Louis system and the City of St. Peters, Missouri and the City of St. Charles, Missouri systems; setting forth the terms of the contract in substantially the form attached hereto and, incorporated by reference herein as Exhibit I, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller of the City of St. Louis, acting on behalf of said City, are hereby authorized and directed to enter into a contract with the City of St. Peters, Missouri and the City of St. Charles, Missouri for the sale of water by the City of St. Louis to the City of St. Peters, Missouri and the City of St. Charles, Missouri for their general system purposes and

to make all necessary connections between the municipal water systems for this purpose as provided in the contract in substantially the form attached hereto and incorporated by reference herein as Exhibit I.

SECTION TWO. Emergency Clause.

This being an Ordinance providing for public work and improvements, and the passage thereof being deemed necessary for the immediate preservation of the public health and safety, an emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter of the City of St. Louis and this ordinance shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT I

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2012 by and between the City of St. Louis, Missouri, a municipal corporation, also referred to as "CITY" and the Cities of St. Charles, Missouri and St. Peters, Missouri, both Municipal corporations, also referred to herein as "PURCHASERS", witnesseth:

WHEREAS, the PURCHASERS are municipal corporations of the State of Missouri, and are authorized by their charters, or by state law, or by both to operate a municipal water system, and

WHEREAS, the PURCHASERS intend to continue their Joint Venture Agreement executed on October 2, 1985 for the duration of this CONTRACT with CITY, and

WHEREAS, the CITY is a municipal corporation of the State of Missouri, and is authorized by its charter to maintain waterworks for the furnishing of water to the CITY, its property, its inhabitants, and the places and people along or in the vicinity of the pipes, conduits, or aqueducts constructed or used for that purpose, and

WHEREAS, the Board of Aldermen of the CITY is further authorized to enter into contracts for the supply of water by the CITY and to sell water to persons, public and private, outside the CITY, on terms and conditions the Board of Aldermen finds appropriate, and

WHEREAS, the CITY is further authorized by its charter to enter into intergovernmental agreements for the performance of its duties or for the exercise of powers conferred upon it, and

WHEREAS, Section 70.220 of the Missouri Revised Statutes authorizes units of local government to enter into intergovernmental agreements for the performance of their duties or for the exercise of powers conferred upon them, and

WHEREAS, the CITY has determined that it is in the best interest of its rate payers for the CITY to enter into contracts for the sale of water, and

WHEREAS, the service and commodity provided by the CITY are a special contract service and are not provided by the CITY as a common utility service.

NOW THEREFORE, in consideration of these promises, it is mutually agreed:

ITEM 1. NATURE OF SERVICE

CITY agrees to furnish and sell and PURCHASER agrees to purchase water as needed as defined in ITEM 5 at an interconnecting point or points as defined in ITEM 4.

PURCHASERS recognize and agree that it is the duty of the CITY to furnish water at a normal volume and pressure to the CITY and its inhabitants before selling water to PURCHASERS. Historically, however, water sources available to the CITY have been more than sufficient to meet the CITY'S needs, and to provide water for sale to PURCHASERS and others.

CITY agrees to exercise reasonable diligence and foresight to repair, replace, and maintain its water system so as to provide the flow of water as defined in ITEM 5 herein at the point or points of the PURCHASERS' interconnection during the life of this CONTRACT. CITY also agrees that the supply of water to PURCHASERS' shall be reduced only in proportion to the extent the water supply to CITY customers is at the time, inadequate or curtailed. PURCHASERS further recognize and agree that no liability

for damages are attached to the CITY hereinunder on account of its failure to accurately anticipate availability of water supply, or because of an actual failure of supply due to Acts of God or other occurrences beyond the reasonable control of the CITY.

ITEM 2. PRICING

The PURCHASERS agree to pay for water at a rate based on the CITY'S annual cost of production, as defined in Appendix A, attached hereto and made a part of this Contract, at the City of St. Louis Howard Bend Water Treatment Plant plus the cost of operation and maintenance of the Stacy Park Reservoir and interconnecting conduits, as verified by the CITY'S independent audit. In addition, the rate shall include a component for depreciation of existing Plant and of future capital investments when made by the CITY on these facilities plus Eighteen percent (18%) for return on investment. All audits shall be in accordance with the accounting principles set forth in Appendix A, attached hereto and made a part of this CONTRACT. Costs shall be determined in accordance with Appendix B for each fiscal year by the CITY'S Water Division, based on the number of gallons of water actually produced and expenses incurred at Howard Bend during that given year. In calculating these costs, should the percent of pumping for the year at Howard Bend be less than thirty-three percent (33%) of the total pumpage from the CITY'S two treatment facilities, then the value of thirty-three percent (33%) of the total CITY pumpage shall be used in lieu of actual Howard Bend filtered water pumpage in Appendix B, Paragraph VIII, "Total Cost for Howard Bend Water Sales." These costs shall be the basis for determining the rate PURCHASERS will pay during the following calendar year. The applicable rate to be paid by the PURCHASERS shall be \$0.4967 per 100 cubic feet or \$0.6640 per 1000 gallons through December 31, 2012.

PURCHASERS shall have the right to conduct an independent annual audit of the above costs at its own expense. In the event of a dispute between CITY and PURCHASERS concerning audit results and/or the development of water pricing as described herein, the adjudication of such dispute shall be as defined in ITEM 9.

ITEM 3. PAYMENT

PURCHASERS agree to pay the CITY on a monthly basis for all purchases of water under this CONTRACT. PURCHASERS agree that the City of St. Peters shall be billed and shall be responsible for payment of the bill to the CITY. St. Charles agrees to pay St. Peters its proportionate share of the bill. All purchases shall be billed monthly, within fifteen (15) days after rendition of service, and all such bills shall be due and payable without discount within thirty (30) days after date of bill. Should any bill remain unpaid for a period of thirty (30) days after written notice by the CITY to the PURCHASERS that the same is past due, and failure of the PURCHASERS to make such payment within the period of such notice, then the CITY may at its option and upon ten (10) days' written notice to the PURCHASERS, discontinue all service to the PURCHASERS and all bills then delinquent shall carry interest at the rate of ten percent (10%) per annum from the date due. Should a billing dispute arise between PURCHASERS and CITY, CITY agrees that it will not discontinue service during the period of good faith discussions and during any period in which PURCHASERS dispute of said billing is before an administrative or judicial body.

ITEM 4. CONNECTIONS AND METERING

Water supplied hereinunder by the CITY to PURCHASERS shall be supplied on CITY'S land, at a point or points of connection on CITY'S Howard Bend Plant property or on the CITY'S treated water conduits between the Howard Bend Water Treatment Plant and the Stacy Park Reservoir. In order to permit said delivery:

CITY agrees at its own cost and expense to furnish, install and maintain all necessary meters to be located in facilities constructed or to be constructed by PURCHASERS within the limits of the Howard Bend Water Treatment Plant or on the CITY'S right-of-way, at the PURCHASERS' sole cost and expense. PURCHASER has the right at all times to test the meter which registers the amount of water for which the CITY will bill PURCHASERS. Should said meter test show that said meter is recording with less than ninety-eight percent (98%) accuracy (higher or lower), an adjustment shall be made to the billings to the PURCHASERS for the prior one-year period to either credit or debit the next billing to the PURCHASERS by the amount of the over or under billing. PURCHASERS agree at its own cost and expense to furnish and install all pipe, valves, fittings and appurtenances necessary to connect its water distribution system with said connection point or points on the CITY'S system, and at its own cost and expense maintain all said pipe, valves, fittings and appurtenances located outside of the limits of the Howard Bend Water Treatment Plant. After inspection and acceptance by the CITY, all pipe, valves, fittings and appurtenances installed by PURCHASERS within the Howard Bend Treatment Plant shall become the property of and shall be maintained by the Water Division of the CITY, at the CITY'S own cost and expense.

All pipe, valves, fittings and appurtenances installed within the Howard Bend Water Treatment Plant or on the CITY'S right of way shall be designed and constructed in accordance with the recognized industry standards. CITY shall have the right to review

and approve all contract plans and specifications of the pipe, valves, fittings and appurtenances installed within the Howard Bend Treatment Plant or on the CITY's right of way.

All work or construction to be performed or undertaken by PURCHASERS within the Howard Bend Water Treatment Plant or on the CITY's right of way between the Howard Bend Water Treatment Plant and the Stacy Park Reservoir shall be subject to the supervision and prior written approval of the Water Commissioner of the CITY.

ITEM 5. QUANTITY AND QUALITY OF WATER

1. The CITY agrees to sell PURCHASERS water, but not to exceed a maximum supply rate of 31 million gallons per day, as PURCHASERS desire to purchase, except the CITY, upon recommendation and approval of the Water Commissioner, may sell to PURCHASERS a higher maximum supply rate.
2. Water supplied by the CITY to PURCHASERS shall meet the treated water quality standards of the Missouri Department of Natural Resources and / or United States Environmental Protection Agency, or such successor agency.
3. Water will be supplied by CITY to PURCHASERS at the pressure residual at the point of interconnection to the CITY'S metering. Pressure at the point of interconnection shall be maintained at 109 psi, minimum as measured in the discharge headers at the Howard Bend Plant.

ITEM 6. COMMUNICATION BETWEEN CITY AND PURCHASERS

In order to insure that PURCHASERS have adequate information relative to the operations of the CITY's Water Division, as a minimum, the following documents shall be provided to the PURCHASERS:

1. A portion of the Annual Audit concerning Howard Bend and Stacy Park operations.
2. A portion of the Annual Audit concerning Supply and Purifying allocated management, Power and Pumping allocated management, and Administrative and Finance Cost allocated to Supply and Purification and Power and Pumping.
3. Monthly operating reports consisting of all reports submitted to the State of Missouri Department of Natural Resources and which relate to finished water quality; and
4. Other pertinent documents as mutually agreed.

ITEM 7. EFFECTIVE DATE OF CONTRACT

This contract for the sale of water, subject to ITEM 8.1, shall be in full force and effect for a period of thirty (30) years from and after the completion of the existing water purchase agreement that is set to expire on December 26, 2015. PURCHASERS, in the event the CITY does not give notice as provided in ITEM 8.1 to terminate this Contract, shall thereafter have successive options of extending the Contract for four (4) additional periods of ten (10) years each from the end of the above period, upon six (6) months prior notice to the CITY.

ITEM 8. TERMINATION

1. CITY has the right and option to cancel and terminate this CONTRACT upon expiration of the thirty (30) year period or any of the ten (10) year extensions and thereafter all rights and obligations hereunder shall cease, provided CITY provides PURCHASERS three (3) or more years notice of such decision to cancel and terminate upon expiration.
2. The PURCHASERS shall have the right and option, upon one (1) or more years written notice to the CITY, to cancel and terminate this CONTRACT, and thereafter all rights and obligations hereunder shall cease.

ITEM 9. THIRD PARTY AUDIT

In the event of disagreement concerning audit results, and/or the calculations necessary for ITEM 2, the parties agree to submit the matter to binding determination to a mutually agreed upon nationally recognized accounting firm not previously engaged in the audit. In the event of inability to mutually agree on any such firm, said firm shall be selected by lot from each party's single

nominee.

ITEM 10. DISPUTES OR CLAIMS

It is expressly understood between the parties that any disputes or claims arising out of this CONTRACT, other than described in ITEM 9, resulting in a cause of causes of action, shall only be brought in the Missouri Circuit Court, Twenty-Second Judicial Circuit, the City of St. Louis.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

CITY OF ST. LOUIS, MISSOURI

BY _____
Mayor

CITY OF ST. LOUIS, MISSOURI

BY _____
Comptroller

Approved as to Form:

City Counselor

Attest:

City Register

CITY OF ST. CHARLES, MISSOURI

BY _____
Mayor

BY _____
City Clerk

CITY OF ST. PETERS, MISSOURI

BY _____
Mayor

BY _____
City Clerk

Appendix A
Summary of Accounting Policies

**APPENDIX A
SUMMARY OF ACCOUNTING POLICIES**

- I. Revenues and expenses of the St. Louis City Water Division must be reported in accordance with generally accepted accounting principles.

- II. Direct costs to be included:
- A. Direct costs of Supply and Purification at the Howard Bend Plant to be summarized as follows:
1. Labor – actual wages and fringes associated with employees working full time at the Howard Bend Plant.
 2. Support Services – actual water division costs for services provided directly to Supply and Purification at Howard Bend Plant.
 3. Chemicals – actual costs of chemicals utilized at Howard Bend Plant.
 4. Other materials and services – actual cost of materials and services utilized at Howard Bend Plant.
- B. Direct costs of power and pumping section at Howard Bend Plant to be summarized as follows:
1. Labor – actual wages and fringes associated with employees working full time at the Howard Bend Plant.
 2. Support Services – actual Water Division costs for services provided directly to Power and Pumping at the Howard Bend Plant.
 3. Power – cost of power for actual pumping at the Howard Bend Plant.
 4. Other materials and services – actual cost for materials and services utilized at the Howard Bend Plant.
- C. Depreciation of Howard Bend Facilities and Stacy Reservoir Facilities – Amount should be equal to the actual amounts recorded in the accounting records of the water division for these facilities. Depreciation will be calculated under the straight line method utilizing the following useful lives:
1. Building and Improvements – 50 years.
 2. Pumping Equipment – 33 years.
- III. Allocated costs to be included –
- A. General Office Expenses –
1. One third of Supply and Purification general office expense. Charges to this expense category are wages and fringes for the staff that oversees the Supply and Purification function at the Howard Bend Plant and Chain of Rocks Plant and related miscellaneous expenses.
 2. One third Power and Pumping general office expense. Charges to this expense category are wages and fringes for the staff that oversees the Power and Pumping function at Howard Bend and Chain of Rocks and related miscellaneous expense.
- B. Administration and Finance Expense –
1. Costs will be allocated by taking one third of the ratio of the total labor costs in Supply and Purification and Power and Pumping to the total labor costs in Supply and Purification, Power and Pumping, Transmission and Distribution, and Customer Accounting and applying this factor to certain Administration and Finance expenses.
 2. Certain Administration and Finance expenses in (1) above include the following:
 - a. Labor – actual wages and fringes for employees working in the Administration and Finance Section of the Water Division.
 - b. Workers' Compensation – Workers' Compensation insurance for all employees of the Water Division.

- c. Support Services – Only those support services directly for the operation of the Administration and Finance Section of the Water Division.
 - d. City Services – City of St. Louis costs allocated to the Water Division according to the “Central Service Cost Allocation Plan.” This plan allocates City of St. Louis expenses to various city departments, including the Water Division, based upon each department’s relative use of that city service. This allocation must be deemed fair by the Water Division’s Certified Public Accountant.
 - e. Other Services and Miscellaneous – charges for utilities, telephone, supplies and other miscellaneous expenses of operating the Administration and Finance Section.
 3. Administration and finance expenses specifically excluded from the costs in (2) above are charges for Judgments, Bad Debt Expense and Support Services not directly for the operation of the Administration and Finance Section of the Water Division.
- C. Stacy Reservoir Costs –
 1. The City of St. Louis has two reservoirs, Compton and Stacy. The Cities of St. Peters and St. Charles will be served by the Stacy Reservoir. The costs of maintenance of the above reservoirs are not recorded separately by specific reservoir in the City’s accounting records.
 2. As a result of the situation in (1) above one half of these costs will be included in the formula.
- IV. Return on Investment – calculated by taking the sum of costs in II and III above, times 18%. This amount includes any and all taxes to be paid to both the Water Division and the City of St. Louis.
- V. St. Peters and St. Charles cost per 1000 gallons – calculated by totaling items II, III, and IV above and dividing this total cost by the actual total gallons of filtered water pumped at Howard Bend including water pumped to St. Peters/St. Charles.
- VI. Specifically excluded costs included the following:
 - A. Transmission and Distribution costs.
 - B. Customer Accounting costs.
 - C. Debt Service.
 - D. Any other cost item not specifically included in II, III, or IV above.
- VII. See Appendix B as an example of the above formula for Fiscal Year 2011.
- VIII. The costs per 1000 gallons purchased should be calculated on expenses for years ending June 30, and audited by the Water Divisions’s Certified Public Accountant. The cost so calculated will become effective for the subsequent calendar year.
- IX. The Audit Report of the Water Division for the years ending June 30 should separately state the following (as previously defined):
 - A. Direct costs of Supply and Purification – Howard Bend.
 - B. Direct costs of Power and Pumping – Howard Bend.
 - C. General Office Expenses – Power and Pumping.
 - D. General Office Expenses – Supply and Purification.
 - E. Reservoir Maintenance Expenses.
 - F. Support services charged to Administration and Finance that are directly related to the operation of the Administration and Finance Section of the Water Division.

- G. Labor Cost used to calculate percent allocation in III B. 1. above.
- X. Water Division personnel will furnish interim Financial Statement information equivalent to that included as Appendix B of this agreement on a quarterly basis.
- XI. St. Peters/St. Charles reserve the right to audit the Water Division records at their own expense.

Approved: March 9, 2012

ORDINANCE #69105
Board Bill No. 283

An Ordinance recommended by and authorizing and directing the Board of Public Service to let contracts, purchase materials, equipment and supplies, employ labor, hire consultants, pay fees, salaries and wages, and do all things necessary to provide for the extension and improvement of the Municipal Water Works System by the installation and replacement of valving and water mains and the cleaning and relining of water mains in the distribution system of the City of St. Louis Water Division; to appropriate and pay the estimated cost of Three Million Dollars (\$3,000,000.00) from the Water Works Contingent Account, pursuant to Section Five Hundred Two (502) of Ordinance Number 63135, approved March 29, 1994; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated expenditures, allocation and reversion authorizations, reimbursement authorization, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, contract advertising statutes, and a public work emergency clause.

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

SECTION ONE. The Board of Public Service is hereby authorized and directed to let contracts, purchase materials, equipment and supplies, employ labor, hire consultants, pay fees, salaries and wages, and otherwise provide for the design and construction for the extension and improvement of the Municipal Water Works System by the installation and replacement of valving and water mains and the cleaning and relining of water mains in the distribution system of the City of St. Louis Water Division, in accordance with the plans and specifications approved and adopted by the Board of Public Service.

SECTION TWO. The work provided herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefore.

SECTION THREE. Any contract, or contracts, shall provide that the contractor, or contractors, doing said work shall guarantee and keep in good repair all of the work and materials used in connection therewith for a term of at least one (1) year, commencing on the date of acceptance of the work by the City.

SECTION FOUR. The sum of Three Million Dollars (\$3,000,000.00) is hereby appropriated and allocated to pay the estimated cost of the work authorized herein from the Water Works Contingent Account, pursuant to Section Five Hundred Two (502) of Ordinance Number 63135, approved March 29, 1994. All funds remaining in this appropriation and allocation, after the final time of acceptance of the work, shall revert to the same source from which they were appropriated and allocated, after the expiration of any guarantee period.

SECTION FIVE. All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages be paid in the City of St. Louis, as determined by the Federal Davis-Bacon Act and the Department of Labor and Industrial Relations of the State of Missouri; said prevailing wage shall be paid for each craft or type of worker needed in the actual construction work of the job herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work. All labor performed under this contract shall be subject to the provisions of Section 290.210 to 290.340 inclusive, of the Revised Statutes of Missouri, 1986, as amended, and the charter and Code of the City of St. Louis.

SECTION SIX. The Comptroller of the City of St. Louis shall be hereby directed to draw warrants from time to time on the Treasurer of said City for the several payments and costs specified in Section One hereof.

SECTION SEVEN. All specifications approved by the Board of Public Service and contracts let under the authority of this ordinance shall provide for compliance with all ordinances and Mayor's Executive Orders on equal opportunity and on selection of experts and consultants except when superseded or otherwise prohibited by Federal or State Regulations.

SECTION EIGHT. All advertisements for bids, pursuant to this Ordinance, shall be subject to Section 8.250 of the Revised Statutes of Missouri, 1986, as amended.

SECTION NINE. Emergency Clause.

This being an Ordinance providing for public work and improvements, and the passage thereof being deemed necessary for the immediate preservation of the public health and safety, an emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter of the City of St. Louis and this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: March 9, 2012

ORDINANCE #69106
Board Bill No. 284

An Ordinance recommended by, and authorizing and directing, the Board of Public Service to let contracts, purchase materials, equipment and supplies, employ labor, hire consultants, pay fees, salaries and wages, and do all things necessary to provide for improvements to the Chain of Rocks and Howard Bend Water Treatment Plants of the City of St. Louis Water Division; to appropriate and pay the estimated cost of Three Million Dollars (\$3,000,000.00) from the Water Works Contingent Account, pursuant to Section Five Hundred Two (502) of Ordinance Number 63135, approved March 29, 1994; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated expenditures, allocation and reversion authorizations, reimbursement authorization, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, contract advertising statutes, and a public work emergency clause.

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

SECTION ONE. The Board of Public Service is hereby authorized and directed to let contracts, purchase materials, equipment and supplies, employ labor, hire consultants, pay fees, salaries and wages, and otherwise provide for improvements to the Chain of Rocks and Howard Bend Water Treatment Plants of the City of St. Louis Water Division, in accordance with the plans and specifications approved and adopted by the Board of Public Service.

SECTION TWO. The work provided herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefore.

SECTION THREE. Any contract, or contracts, shall provide that the contractor, or contractors, doing said work shall guarantee and keep in good repair all of the work and materials used in connection therewith for a term of at least one (1) year, commencing on the date of acceptance of the work by the City.

SECTION FOUR. The sum of Three Million Dollars (\$3,000,000.00) is hereby appropriated and allocated to pay the estimated cost of the work authorized herein from the Water Works Contingent Account, pursuant to Section Five Hundred Two (502) of Ordinance Number 63135, approved March 29, 1994. All funds remaining in this appropriation and allocation, after the final time of acceptance of the work, shall revert to the same source from which they were appropriated and allocated, after the expiration of any guarantee period.

SECTION FIVE. All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages be paid in the City of St. Louis, as determined by the Federal Davis-Bacon Act and the Department of Labor and Industrial Relations of the State of Missouri; said prevailing wage shall be paid for each craft or type of worker needed in the actual construction work of the job herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work. All labor performed under this contract shall be subject to the provisions of Section 290.210 to 290.340 inclusive, of the Revised Statutes of Missouri, 1986, as amended, and the charter and Code of the City of St. Louis.

SECTION SIX. The Comptroller of the City of St. Louis shall be hereby directed to draw warrants from time to time on the Treasurer of said City for the several payments and costs specified in Section One hereof.

SECTION SEVEN. All specifications approved by the Board of Public Service and contracts let under the authority of this ordinance shall provide for compliance with all ordinances and Mayor's Executive Orders on equal opportunity and on selection of experts and consultants except when superseded or otherwise prohibited by Federal or State Regulations.

SECTION EIGHT. All advertisements for bids, pursuant to this Ordinance, shall be subject to Section 8.250 of the Revised Statutes of Missouri, 1986, as amended.

SECTION NINE. Emergency Clause.

This being an Ordinance providing for public work and improvements, and the passage thereof being deemed necessary for the immediate preservation of the public health and safety, an emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter of the City of St. Louis and this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: March 9, 2012

ORDINANCE #69107
Board Bill No. 224

An ordinance, recommended by the Board of Public Service, authorizing and directing the execution of a Cooperation Agreement between the City of St. Louis ("City"), by and through its Board of Public Service, and the Metropolitan Park And Recreation District, doing business as The Great Rivers Greenway District, ("GRG") to coordinate and jointly support multiple Transportation and Recreation Improvement Projects and Initiatives; authorizing the execution of documents necessary to comply with the intent of this Ordinance and carry out, comply with, and perform the City's duties with respect to such Cooperation Agreement; containing a severability clause; and containing an emergency clause.

WHEREAS, GRG and the City desire to enter into a Cooperation Agreement by which GRG and the City will coordinate and jointly support four (4) Transportation and Recreation Improvement Projects and Initiatives in substantially the form attached hereto and incorporated by reference herein as Exhibit 1 with its attached Exhibit A;

WHEREAS, GRG and the City will benefit from each of the Transportation and Recreation Improvement Projects and Initiatives through the implementation of multi-use trail facilities and related improvements;

WHEREAS, the City Board of Alderman hereby finds that the terms of this Cooperation Agreement are acceptable and that the execution, delivery, and performance by the City and GRG of their respective obligations under the Cooperation Agreement are in the best interests of the City and the health, safety, morals, and welfare of its residents.

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

SECTION ONE. The City, by and through the Board of Public Service, is hereby authorized and directed to enter into and execute a Cooperation Agreement with GRG to coordinate and jointly support four (4) Transportation and Recreation Improvement Projects and Initiatives in substantially the form attached hereto and incorporated by reference herein as Exhibit 1 with its attached Exhibit A.

SECTION TWO. Further Authority. The City and the officers, aldermen, officials, agents and employees of the City are hereby authorized and directed to take any and all actions to execute and deliver any and all additional documents, certificates, agreements and instruments as may be necessary and appropriate in order to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Cooperation Agreement.

SECTION THREE. Severability. If any provision of this Ordinance shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION FOUR. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an emergency within the meaning of Sections 19 and 20 of Article IV of the Charter of the City and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT 1
COOPERATION AGREEMENT
FOR MULTIPLE TRANSPORTATION IMPROVEMENT PROJECTS

THIS AGREEMENT is made and entered into this ____ day of _____ 2011, by and between the **METROPOLITAN PARK AND RECREATION DISTRICT**, doing business as The Great Rivers Greenway District (hereinafter "**GRG**") and the **CITY OF ST. LOUIS, MISSOURI** (hereinafter "**CITY**"), by and through its Board of Public Service.

WHEREAS, GRG and the **CITY** wish to enter into an Agreement by which **GRG** and the **CITY** will coordinate and jointly support four (4) Transportation and Recreation Improvement Projects and Initiatives in accordance with provisions described and outlined in Exhibit A (attached hereto and made a part hereof).

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement including the attached Exhibit A, the parties hereto agree as follows:

1. **Representations of GRG.** **GRG** represents, warrants, and covenants to the **CITY** as follows:
 - (a) **GRG** is a political subdivision duly created and existing under and pursuant to the laws of the State of Missouri.
 - (b) **GRG** has full power and authority to enter into this Agreement and to carry out its obligations hereunder, and by proper action has duly authorized the execution and delivery of this Agreement by its duly authorized officers.
 - (c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which **GRG** is now a party or by which **GRG** is bound.
 - (d) All public improvements constructed in conjunction with projects listed in Exhibit A shall remain the sole property of the **CITY**.
2. **Representations of the CITY.** The **CITY** represents, warrants, and covenants to **GRG** as follows:
 - (a) The **CITY** is a body corporate and a 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
 - (b) The **CITY** has power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by its duly authorized officers.
 - (c) The execution and delivery of this Agreement will not conflict with or constitute a breach of or default under the laws applicable to the **CITY**, its ordinances or any bond, debenture, note or other evidence of indebtedness of the **CITY** or any contract, agreement or lease to which the **CITY** is a party or by which it is bound.
 - (d) The **CITY** shall issue permits for all of the projects listed in Exhibit A, as necessary, provided that **GRG** meets the terms and conditions of all **CITY** requirements.
3. **Assignments.** Neither party may mortgage or otherwise assign its right under this Agreement without the written consent of the other.
4. **GRG Obligations.** **GRG** agrees to provisions described and outlined in Exhibit A, (attached hereto and made a part hereof).
5. **CITY Obligations.** **CITY** agrees to provisions described and outlined in Exhibit A, (attached hereto and made a part hereof).
6. **Publicity.** It is the intent of the parties that the projects included in Exhibit A be and become an integral part of the park system of the **CITY**. As such, the **CITY** will include in any press releases or other public **CITY** about the projects the words, "Funding for this project was provided in part by The Great Rivers Greenway District."
7. **Amendments, Changes and Modifications.** This Agreement may be amended, changed, modified, altered or terminated only by mutual, written agreement of **GRG** and the **CITY**.
8. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be

given to or filed with **GRG** or the **CITY**, shall be in writing and shall be given or filed in the manner and at the addresses specified below. Any such notices, request, complaint, demand or other communication shall also be given in writing to counsel for each party at the address specified below.

Metropolitan Park and Recreation District,
d/b/a The Great Rivers Greenway District
1000 St. Louis Union Station, Suite 102
St. Louis, MO 63103
Attention: Susan Trautman
Telephone: (314) 436-7009
Fax: (314) 436-8004

Crotzer & Ormsby
130 South Bemiston, Suite 300
Clayton, MO 63105
Attention: Darold E. Crotzer, Jr.
Telephone: (314) 726-3040
Fax: (314) 726-5120

Department of the President
Board of Public Service
CITY Hall, Room 305
1200 Market Street
St. Louis, MO 63103
Attention: Mr. Richard T. Bradley, P.E.
Telephone: (314) 589-4143
Fax: (314) 622-4028

9. **Venue.** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the 22nd Judicial Circuit Court in the **CITY** of St. Louis, Missouri.
10. **Law of Missouri to Govern.** This Agreement shall be construed according to the laws of the State of Missouri. **GRG** shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
11. **No Interest.** By contributing to the cost of this project or improvement, **GRG** gains no interest in the improvements whatsoever. The **CITY** shall not be obligated to keep the constructed improvements in place if the **CITY**, in its sole discretion, determines removal or modification of the improvements is in the best interests of the **CITY**, however, the **CITY** shall comply with the provisions specified in Exhibit A
12. **Acknowledgement of Proper Appropriation/Funding.** The **CITY** and **GRG** acknowledge and agree that this Agreement and the four (4) Transportation and Recreation Improvement Projects and Initiatives listed in Exhibit A are subject to the availability and appropriation of federal, state, local, and other funds, as applicable.
13. **Termination.** The **CITY** may terminate this Agreement at any time, with or without cause, and without penalty or recourse. Termination shall be effective pursuant to the terms of written notification of termination sent or otherwise transmitted by **CITY** to **GRG**.
14. **Entire Agreement.** This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

[The rest of this page is intentionally left blank.]

IN WITNESS, WHEREOF, **GRG** and **CITY** have caused this AGREEMENT to be made and effective and executed by their respective authorized officials.

**GREAT RIVERS GREENWAY
DISTRICT (“GRG”)**

THE CITY OF ST. LOUIS (“CITY”)
by and through its Board of Public Service

 Executive Director _____ Date _____

 President, _____ Date _____
 Board of Public Service

The foregoing AGREEMENT was approved by the Board of Public Service on:

 Secretary, _____ Date _____
 Board of Public Service

APPROVED AS TO LEGAL FORM ONLY:

 CITY Counselor, _____ Date _____
 CITY of St. Louis

COUNTERSIGNED:

 Comptroller, _____ Date _____
 CITY of St. Louis

ATTEST:

 Register, _____ Date _____
 CITY of St. Louis

EXHIBIT A

GRG AND CITY OF ST. LOUIS PARTNERSHIP PROJECTS

1) Wellington Avenue Bridge Project (Approved by Ordinance 65099)

- CITY to construct a new ten (10) foot wide concrete sidewalk (future multi-use trail) north of the Wellington Bridge on the west side of Ellendale Avenue between Wellington Court and St. James Square. Sidewalk will function as a future extension of the GRG Deer Creek/River des Peres Greenway Project providing a connection to Forest Park (River des Peres Greenway – Phase 6).
- GRG to contribute Five Hundred Thousand Dollars (\$500,000.00) toward the local match for the Wellington Avenue Bridge Project – BRM-STP-5420 (610). GRG to provide a check made out to the “Treasurer, City of St. Louis” by December 31, 2011. Should the CITY not construct the Wellington Bridge Project within three (3) years of the execution of this Agreement, the CITY will reimburse GRG Five Hundred Thousand Dollars (\$500,000.00), subject to proper appropriation by the CITY.
- CITY agrees to not close, restrict, or demolish the GRG multi-use trail in such a manner as to render the trail inoperable within the proximity of the Wellington Bridge Project prior to January 1, 2050, unless the removal or modification of the trail is in the best interests of the CITY. In the event the CITY renders the trail inoperable prior to January 1, 2050, The CITY will reestablish the trail in an alternate location mutually acceptable to GRG and the CITY at the CITY’s expense, subject to proper appropriation by the CITY..
- City of St. Louis Board of Public Service, Parks and Street Departments will continue to coordinate with GRG and GRG’s engineering consultants to develop a mutually agreeable extension of the GRG Deer Creek/River des Peres Greenway Project from Wellington Bridge to Forest Park (River des Peres Greenway – Phase 6).

- Subject to proper legislative approval of the CITY, CITY to enter into a mutually agreed upon Cooperation Agreement with GRG for the Construction and Maintenance of the River des Peres Greenway – Phase 6.
- 2) River des Peres Greenway – Phase 5 (Gravois to Lansdowne)
- City of St. Louis Board of Public Service, Parks and Street Departments will continue to coordinate with GRG and GRG’s engineering consultants to develop design plans.
 - Subject to proper legislative approval of the CITY, CITY to enter into a mutually agreed upon Cooperation Agreement with GRG for the Construction and Maintenance of the River des Peres Greenway – Phase 5.
 - CITY conceptually agrees to allow GRG to paint the exterior bridge girders of the River des Peres Boulevard Overpass at Chippewa Street as an entry feature for the River des Peres Greenway. GRG shall apply for and obtain necessary BPS permits prior to execution of painting project.
- 3) Oakland Avenue Bicycle Improvements (Macklind to Forest Park Tunnel)
- City of St. Louis Board of Public Service, Parks and Street Department will work with GRG and GRG’s engineering consultants to develop plans for pavement markings, signage, and multi-use path modifications to improve the safety and accessibility for bicyclists and pedestrians utilizing Oakland Avenue to access the Forest Park Tunnel.
 - GRG and GRG’s engineering consultants will coordinate with the Forest Park Advisory Board to obtain necessary approvals for any proposed improvements within the jurisdiction of Forest Park.
 - Subject to proper legislative approval of the CITY, CITY to enter into a mutually agreed upon Cooperation Agreement with GRG for the City of St. Louis Street Department to install pavement markings and associated work on Oakland Avenue.
- 4) Carondelet Park Connector (Germania at I-55 to Carondelet Park)
- City of St. Louis Board of Public Service, Parks and Street Departments will continue to work with GRG and GRG’s engineering consultants to develop design plans to construct a new multi-use path from Germania at River des Peres to Carondelet Park.
 - CITY will continue to coordinate with the Union Pacific Railroad Company (UP) and Missouri Department of Transportation (MoDOT) to facilitate the incorporation of a multi-use path adjacent to and within the UP and MoDOT rights-of-way as necessary.
 - Subject to proper legislative approval of the CITY, CITY agrees to enter into a mutually agreed upon Cooperation Agreement with GRG for the Construction and Maintenance of the Carondelet Park Connector (Germania at I-55 to Carondelet Park).

Approved: March 19, 2012

**ORDINANCE #69108
Board Bill No. 244**

An ordinance recommended by the Board of Public Service authorizing the 2012 St. Louis Works and the 50/50 Sidewalk Programs City Wide providing for the construction and reconstruction of gutters, streets, driveways, spot curbs, sidewalks, alleys, traffic controls, beautification, tree planting, resurfacing and related engineering adjustments listed herein, appropriating \$4,800,000.00 from the Street Improvement Fund; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated costs from City funds and supplemental agreements and reversion authorizations, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor’s Executive Orders, contract advertising statutes, and a public work emergency clause.

BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:

Section One. The Board of Public Service is hereby authorized to let contracts, employ and pay for labor, wages,

consultants, equipment, computer programs and hardware, employees, supervision and otherwise provide for designing, constructing, reconstructing, replacing, beautifying, traffic controls, landscaping, paving, resurfacing, and related engineering adjustments to the streets, alleys and public rights-of-way in the twenty-eight wards of the City for the 2012 St. Louis Works and the 50/50 Sidewalk Programs as evidenced by Exhibit "A" attached hereto and on file in the City Register's Office.

Section Two. There is hereby appropriated Four Million Eight Hundred Thousand Dollars (\$4,800,000.00) which is the aggregate estimated cost of the City's share of the Public Work authorized herein, from funds set aside and placed to the credit of the Street Improvement Fund established by Ordinance 55852, approved March 31, 1971 and Ordinance 55964, 55965, and 55966, approved July 1, 1971 and any other subsequent ordinance, as amended and the Comptroller is authorized to draw warrants, accept gifts, make payments from the general fund and the Street Improvement Funds as they become available throughout the year to pay any portion of the cost of the labor, contracts, materials, equipment, computer programs, and public improvements contained and authorized herein by this St. Louis Works Construction Ordinance.

Section Three. The work provided for herein shall be carried out in accordance with detailed plans and specifications and necessary supplemental agreements to be approved by the Board of Public Service before bids are advertised therefore.

Section Four. If let by contract said contract, or contracts, shall provide that the contractor, or contractors, doing said work shall guarantee and keep in repair all of the work, equipment and materials used in connection therewith for a term of at least one year, commencing on the date of acceptance of the work by the City.

Section Five. All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages in the City of St. Louis, as determined by the Department of Labor and Industrial Relations of the State of Missouri (Section 290.210 through 290.340 RSMo 1995) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers. All contracts let in connection with the work provided for herein shall be subject to, and in conformance with, all statutes of the State of Missouri and the Charter and Code of the City of St. Louis.

Section Six. Any revenue received by the City from the 50/50 Sidewalk Program, gifts or cooperation agreements shall be deposited to the credit of the individual wards, as established in Ordinance 62206.

Section Seven. To allow full participation and to help in the St. Louis Works Program, and to accomplish the overall goals for the improvements in all twenty-eight wards of the City; the Board of Public Service and the Comptroller are authorized to enter into supplemental agreements with various Federal, State, Local, and private entities to provide for funds, work, site dedications, and acquisitions by negotiations and condemnations.

Section Eight. All specifications approved by the Board of Public Service and contracts let under authority of this ordinance shall provide for compliance with the Presidential Executive Order 11246 and 379 on Equal Opportunity and the Mayor's Executive Order of December 22, 1986 on selection of experts and consultants. The Board of Public Service shall establish goals on all contracts of no less than twenty five (25%) participation by minority subcontractors and material suppliers and no less than five percent (5%) participation by women subcontractors and suppliers. It is the policy of the City of St. Louis to pursue the goal of having thirty percent of apprenticeship positions and twenty-five percent of all other positions involved in construction work in the St. Louis metropolitan area filled by residents of the City of St. Louis of these positions it is intend that one half be filled by members of minority groups and ten percent (10%) by females. The City will make a determination if the contractor has made a good faith effort to achieve these goals.

Section Nine. All sections of this ordinance are and shall be severable. In the event that any section of this ordinance is found to be illegal, the remaining sections of this ordinance shall remain valid and to the benefit of the City.

Section Ten. All advertisements for bids pursuant to this Ordinance shall be subject to Section 8.250, RSMo 1995.

Section Eleven. This being an ordinance to provide for public work and improvements, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

To Alderman: **C.Q. Troupe** Ward 1 \$ **80,000**
 The Following is a breakdown of
2012 SLW

Street Proposals

To Alderman: **P. Young** Ward 7 \$ 80,000
 The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **S. Conway** Ward 8 \$ 80,000
 The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **K. Ortmann** Ward 9 \$ 80,000
 The Following is a breakdown of
2012 SLW

50/50 Sidewalks

<u>Locations</u>	<u>Grand Total</u>
Various	\$ 80,000
Total:	\$ 80,000

To Alderman: **J. Vollmer** Ward 10 \$ 80,000
 The Following is a breakdown of
2012 SLW

50/50 Sidewalks

<u>Locations</u>	<u>Grand Total</u>
Various	\$ 80,000
Total:	\$ 80,000

To Alderman: **T. Villa** Ward 11 \$ 80,000
 The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **L. Arnowitz** Ward 12 \$ 80,000
 The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **F. Wessels Ward 13** \$ **80,000**

The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **C. Howard Ward 14** \$ **80,000**

The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **J. Florida Ward 15** \$ **80,000**

The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **D. Barringer Ward 16** \$ **80,000**

The Following is a breakdown of
2012 SLW

50/50 Sidewalks

<u>Locations</u>	<u>Grand Total</u>
Various	\$ 80,000
Total:	\$ 80,000

To Alderman: **J. Roddy Ward 17** \$ **80,000**

The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **T. Kennedy Ward 18** \$ **80,000**

The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **M. Davis Ward 19** \$ **80,000**

The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **C. Schmid Ward 20** \$ **80,000**

The Following is a breakdown of
2012 SLW

50/50 Sidewalks

<u>Locations</u>	<u>Grand Total</u>
Various	\$ 80,000
Total:	\$ 80,000

To Alderman: **A. French Ward 21** \$ **80,000**

The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **J. Boyd Ward 22** \$ **80,000**

The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **J. Vaccaro Ward 23** \$ **80,000**

The Following is a breakdown of
2012 SLW

50/50 Sidewalks

<u>Locations</u>	<u>Grand Total</u>
Various	\$ 80,000
Total:	\$ 80,000

To Alderman: **S. Ogilvie Ward 24** \$ **80,000**
 The Following is a breakdown of
2012 SLW

50/50 Sidewalks

<u>Locations</u>	<u>Grand Total</u>
Various	\$ 80,000
Total:	\$ 80,000

To Alderman: **S. Cohn Ward 25** \$ **80,000**
 The Following is a breakdown of
2012 SLW

50/50 Sidewalks

<u>Locations</u>	<u>Grand Total</u>
Various	\$ 20,000

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 60,000
Total:	\$ 80,000

To Alderman: **F. Williamson Ward 26** \$ **80,000**
 The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **G. Carter Ward 27** \$ **80,000**
 The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

To Alderman: **L. Krewson Ward 28** \$ **80,000**
 The Following is a breakdown of
2012 SLW

Street Proposals

<u>Locations</u>	<u>Grand Total</u>
To be Determined	\$ 80,000
Total:	\$ 80,000

Approved: March 19, 2012

ORDINANCE #69109
Board Bill No. 261

An ordinance pertaining to the New Jerusalem Church of God in Christ at the Cathedral, located at 2047 East Grand Boulevard (the Property) having as subject matter the designation of the Property as a City of St. Louis Landmark, containing definitions, design standards, a severability clause and an emergency clause.

The Board of Aldermen hereby declares as follows:

WHEREAS the Property is important in the City of St. Louis because it is associated with two prominent congregations and has been part of the City's social and religious fabric for over 95 years; and

WHEREAS the Property is a fine example of the architectural, religious and cultural development of the City and is a critical visual element in the East Grand streetscape and the Hyde Park neighborhood; and

WHEREAS the City wishes to protect the design and physical integrity of the Property; and

WHEREAS the City of St. Louis Preservation Board of the Planning and Urban Design Agency was created to protect the design and physical integrity of sites and districts within the City limits; and

WHEREAS the Planning Commission and the Board of Public Service have reviewed the proposed landmark designation and standards and have found that it 1) is in conformity with the City's Strategic Land Use Plan and 2) will have a positive impact on the physical development of the city; and the Preservation Board has approved the petition and recommended that a designation bill be prepared.

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

SECTION ONE. Definitions:

BALCONY

An elevated platform surrounded by a railing that projects from an exterior or interior building wall.

BALDACHIN

A ceremonial canopy of stone, metal, or fabric over an altar, throne, or doorway.

CAMPANILE

A tower that supports or shelters a bell.

CAST STONE

An architectural concrete building unit manufactured to simulate natural cut stone.

CHARACTER-DEFINING FEATURE

Those elements of a property that strongly convey its architectural style and/or history.

CITY LANDMARK

Any site or sites designated for protection from alteration or demolition by the City of St. Louis Board of Aldermen. A City Landmark cannot be altered in design or construction, and demolition of the property cannot occur without the permission of the City of St. Louis Preservation Board or its successor agencies.

COLUMNS

A supporting pillar consisting of a base, a cylindrical shaft, and a capital.

GLAZING

Panes or sheets of glass set or made to be set in frames, as in windows, doors or mirrors.

MASONRY

Masonry is the family of building techniques which use stone, brick, ceramic, or concrete block units, usually separated by mortar beds and joints.

MASSING

Term used to describe the visual displacement of space based on the building's height, width and depth; the 3 dimensional impact of a structure.

NICHE

A recess in a wall, as for holding a statue or urn.

SCALE

Term used to describe the perceived size of a building relative to the height and width of adjacent structures. Also the perceived size of an element of a building relative to known architectural elements; for example, the size of a door relative to a window.

SECONDARY

Second or inferior in importance.

STAINED GLASS

Glass colored or stained by fusing with metallic oxides for decorative applications, as in windows.

TERRA COTTA

A hard semi-fired ceramic clay used building construction, generally for decorative elements.

WROUGHT IRON

Term used to describe a method of manufacturing iron parts or certain building elements. The iron is heated in a forge and shaped while soft, either by bending or hammering. Fences and gates often incorporate wrought iron elements.

SECTION TWO. USE, REHABILITATION AND NEW CONSTRUCTION STANDARDS

These standards are the National Park Service's Secretary of Interior's Standards for Rehabilitation supplemented with guidance that reflects the conditions found at this property. The historic components of the property include the church, campanile tower, and the administration building. The garage at the rear of the parking lot is an addition to the property and is not considered to be historic.

Character-defining features and aspects of the property addressed by these standards are those that strongly convey its architectural style and history. When these components of an historic property are altered, the building or structure can no longer convey its association with the past. Character-defining features vary from property to property, but generally include original building materials, decorative architectural elements, and features such as doors and windows. Character-defining features are likely to be located on the façade and other portions of the property visible from the street.

Standard #1. The property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

Standard #2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

Façade and building exterior:

All character-defining aspects of the exterior of the building shall be maintained in place and not be altered through removal, paint, covering with other materials, or other physical changes.

New components that change the character of the building shall be avoided, but if needed for functional reasons, shall be designed with care.

Masonry components – brick, cast stone and terra cotta – will not be painted.

Features and materials that must be replaced periodically, such as roofing, shall be the same as the historic or existing, or an appropriate replacement.

Windows and their glazing are important character-defining features of the church and shall not be blocked or be filled with sash that does not replicate the original sash.

Original and historic exterior doors shall be kept in use and protected with stain or paint. The three main doors on Grand Avenue appear to be replacement doors; if the doors are replaced again, they shall be selected to be compatible with the historic building.

Interior:

The historic architectural character of the interior of the sanctuary is established by these elements that shall not be significantly altered:

the ceramic tile on portions of the floor;

the glazed red brick on the lower walls;

the niches for the confessionals inset into the lower walls;

the columns painted to appear as marble and their Corinthian style capitals;

the rear balcony and organ pipes rising behind it;

the stained glass windows;

the terra-cotta “Stations of the Cross” inset into the exterior walls; and

the baldachin with crucifix.

Other interior areas of the church and administration building are secondary spaces that can be altered as the owner wishes.

Landscaping:

The general extent and type of landscaping of the church property that includes a parking lot to the east and a lawn on the west side between Grand Avenue and the rectory/administration building shall be maintained. Replacement or additional fencing shall be wrought-iron.

Signs:

Any signs applied to the building or installed on the grounds shall be compatible with the historic architectural character of the property. The following types of signs are not compatible:

Roof-top signs, billboards, flashing or animated signs, signs with changing text, back-lighted signs, wall signs above the side wall window sills, large projecting signs that block windows, and loudspeaker music or speed for advertising purposes.

Standard #3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Features removed by the Catholic Church or since the Most Holy Name of Jesus parish occupied the church, include the prominent crucifix at the apex of the pediment and lions on the main step cheek walls. The further loss of components of the building will be avoided.

The New Jerusalem Church of God in Christ at the Cathedral and subsequent congregations may add discreet features that relate to its identification and religious iconography. Such new elements shall appear appropriate in material, scale, and overall feeling for the existing building.

Standard #4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

At the time of designation, there are no components of the property that have acquired significance. Subsequent owners of this church property are not required to restore it to any condition that existed prior to landmark designation.

Standard #5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

The masonry exterior materials – brick, cast stone and terra cotta – shall be maintained in good condition. The masonry will not be painted or changed in any way that changes its visual character.

Standard #6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The windows and doors (other than the main façade doors) of the church are important historic character-defining features. If they deteriorate to the point of needing replacement, replacement units shall be carefully selected to replicate the design and other attributes of the historic elements.

Standard #7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

The masonry materials of the exterior shall not be sandblasted or cleaned with harsh chemicals. Any cleaning project shall be approved by the Cultural Resources Office.

Standard #8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

The property owners shall consult with the Cultural Resources Office before undertaking a project that would include below-grade disturbance.

Standard #9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Any new construction shall be compatible with the existing buildings on the property in terms of materials and shall be secondary to the church and administration buildings in terms of size, scale, height, and architectural prominence. All plans for new construction shall be reviewed by the Cultural Resources Office.

Standard #10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SECTION FOUR. SEVERABILITY CLAUSE

If any provision, sentence, clause, section, part, or application of the ordinance and the regulations and standards contained herein is for any reason held to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts, or applications of this ordinance, regulations and standards.

SECTION FIVE. Emergency clause.

This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the mayor.

Approved: March 19, 2012

**ORDINANCE #69110
Board Bill No. 265**

An Ordinance recommended by the Planning Commission on December 7, 2011, to change the zoning of property as indicated on the District Map, from “G” Local Commercial and Office District to the “D” Multiple-Family Dwelling District, in City Block 1111 (1455 Monroe), so as to include the described parcels of land in City Block 1111; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 1111 is hereby changed to the “D” Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

A Lot in Block 1111 of the City of St. Louis, having a front of 25 feet, more or less, on the North line of Monroe Street, by a depth Northwardly of 112 feet 6 inches to an alley, bounded West by a line 37 feet more or less, East of the east line of North Florissant Avenue, formerly 15th Street.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: March 19, 2012

**ORDINANCE #69111
Board Bill No. 267**

An Ordinance recommended by the Planning Commission on February 2, 2012, to change the zoning of property as indicated on the District Map, from “A” Single-Family Dwelling District and “F” Neighborhood Commercial District to the “F” Neighborhood Commercial District only, in City Block 6260 (5833-75 Chippewa Street), so as to include the described parcel of land in City Block 6260; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 6260 is hereby changed to the “F” Neighborhood Commercial District, real property being particularly described and shown in Exhibit A as follows:

A tract of land being all of Lots 1 through 11, 18 through 24, part of Lot 17, a North-South Alley, 20 feet wide, and part of an East-West Alley, 20 feet wide, in Block 1 of “Chippewa-Hampton Park”, a Subdivision according to the plat thereof recorded in Plat Book 25, Page 84, of the City of St. Louis Records, situated in City Block 6260 of the City of St. Louis, Missouri, being more particularly described as follows:

Beginning at the point on the Eastern Right Of Way Line of Hampton Avenue, 80 feet wide, at its intersection with a point on the Southern Right Of Way Line of Lindenwood Avenue, 50 feet wide; thence Southeasterly, along the Southern Right Of Way Line of said Lindenwood Avenue, South 82 degrees 59 minutes 10 seconds East 334.73 feet to a point; thence Southwesterly, along the Western Line of property conveyed to Lindenwood Properties, LLC, by deed recorded in Deed Book M1491, Page 1168, of the City of St. Louis Records and its Southwesterly prolongation, South 07 degrees 00 minutes 50 seconds West 140.00 feet to its intersection with a point on the Southern Line of an Alley, 20 feet wide; thence Southeasterly, along the Southern Line of said Alley, South 82 degrees 59 minutes 10 seconds East 199.51 feet to the Northeastern corner of Lot 11 of Chippewa-Hampton Park, as aforementioned; thence Southwesterly, along the Eastern Line of said Lot 11, South 07 degrees 50 minutes 30 seconds West 120.10 feet to the Southeastern corner of said Lot 11, being a point on the Northern Right Of Way Line of Chippewa Street, 80 feet wide; thence Northwesterly, along the Northern Right Of Way Line thereof, North 82 degrees 59 minutes 10 seconds West 574.98 feet to its intersection with a point on the Eastern Right Of Way Line of Hampton Avenue, as aforementioned; thence Northeasterly, along the Eastern Right Of Way Line thereof, along a curve to the right having a radius of 3064.00 feet, an arc distance of 263.61 feet (North 16 degrees 17 minutes 23 seconds East 263.53 feet on its chord) to the point of beginning, containing 2.684 acres, more or less.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: March 19, 2012