

**ORDINANCE #69949
Board Bill No. 238
Committee Substitute**

An ordinance to regulate employer and employee working relationships between the City of St. Louis and all employees under the Classified Service, including a compensation plan, terms and conditions of employment, benefits, leaves of absence, and authorization for a Deferred Compensation Plan; repealing Ordinances 69189 and 69617; allocating certain other employees to a grade with rate; and including an emergency clause. The provisions of the sections contained in this ordinance shall be effective with the start of the first pay period following approval by the Mayor.

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

**SECTION 1.
ALPHABETICAL LIST OF CLASSES**

(a) Beginning with the effective date of this ordinance, the following positions in the City Service with bi-weekly rates are hereby allocated as listed below in accordance with the classification plan by the Director of Personnel to a grade and overtime code in the following section with rates established in Section 2 of this ordinance in accordance with Section 3(a) and Section 9(e) of Article XVIII of the City Charter.

TITLE	CODE	GRADE/ SCHEDULE		OVTM
Abatement and Exemption Analyst	1424	15	M	1
Account Clerk I	1141	10	G	3
Account Clerk II	1142	11	G	3
Accountant I	1441	13	G	2
Accountant II	1442	14	G	2
Accounting Coordinator	1444	15	P	1
Accounting Manager I	1445	16	M	1
Accounting Manager II	1446	17	M	1
Accounting Officer	1447	16	M	1
Accounting Supervisor	1443	15	P	1
Administrative Assistant I	1621	13	G	3
Administrative Assistant II	1622	14	M	1
Administrative Assistant III	1623	15	M	1
Administrative Assistant to the Mayor	1721	14	M	1
Air Pollution Engineer I	4251	14	P	2
Air Pollution Engineer II	4252	15	P	1
Air Pollution Engineer Supervisor	4253	16	P	1
Air Pollution Inspection Supervisor	3925	14	M	1
Air Pollution Inspector I	3921	12	G	3
Air Pollution Inspector II	3922	13	G	3
Air Pollution Specialist I	3926	12	G	3
Air Pollution Specialist II	3927	14	P	2
Air Pollution Technical Services Manager	3928	16	M	1
Airfield Maintenance Foreman	3322	14	G	3
Airfield Maintenance Supervisor	1638	15	G	2
Airfield Maintenance Worker	3324	12	G	3
Airfield Maintenance Worker (Lead)	3327	13	G	3
Airfield Operations Specialist	1631	13	G	3
Airfield Operations Specialist (Lead)	1635	14	G	3
Airfield Painter/Maintenance Worker	3247	36	T	3
Airfield Painter/Maintenance Worker (Lead)	3248	37	T	3
Airport Assistant Director Air Service and Business Development	1688	19	M	1
Airport Assistant Director Community Programs	1655	19	M	1
Airport Assistant Director Finance and Accounting	1651	19	M	1
Airport Assistant Director Planning and Engineering	1653	19	M	1
Airport Assistant Director/Operations & Maintenance	1634	19	M	1

TITLE	CODE	GRADE/ SCHEDULE		OVTM
Airport Building Maintenance Supervisor	1684	14	G	2
Airport Deputy Director Finance and Administration	1686	21	M	1
Airport Deputy Director Operations	1639	21	M	1
Airport Deputy Director Planning and Development	1652	21	M	1
Airport Emergency Preparedness Coordinator	1630	14	G	3
Airport Engineering Contracts Manager	1633	18	M	1
Airport Facilities Maintenance Manager	1685	16	M	1
Airport Facility Inspector	3951	37	T	3
Airport Fleet Maintenance Manager	3273	16	M	1
Airport Operations Supervisor	1636	15	M	1
Airport Planning Manager	1656	18	M	1
Airport Police Captain	2145	15	M	1
Airport Police Chief	2147	17	M	1
Airport Police Lieutenant	2144	14	P	2
Airport Police Officer	2141	12	P	3
Airport Police Sergeant	2143	13	P	3
Airport Power Plant Manager	1687	15	M	1
Airport Properties Division Manager	1654	18	M	1
Airport Properties Inspector	4221	11	G	3
Airport Properties Inspector (Lead)	4222	13	G	3
Airport Properties Specialist	1681	14	G	2
Airport Properties Supervisor	1682	15	P	1
Airport Risk Manager	1683	15	M	1
Airport Traffic Officer	2172	9	G	3
Animal Care and Control Officer	2113	11	G	3
Animal Regulation Center Supervisor	2116	14	G	2
Arborist	3654	15	P	1
Architect I	4431	13	P	2
Architect II	4432	14	P	1
Architect III	4433	15	P	1
Architectural Manager	4434	17	M	1
Assessor	1439	20	M	1
Asset Manager I	1485	17	M	1
Asset Manager II	1486	19	M	1
Assistant Fire Chief	2235	81	F	1
Assistant Mechanical Maintenance Worker	3412	9	G	3
Attorney I	2361	15	P	1
Attorney II	2362	17	P	1
Attorney III	2363	18	P	1
Attorney IV	2367	20	M	1
Attorney Manager	2364	20	M	1
Audit Manager	1475	17	M	1
Audit Supervisor	1473	16	P	1
Auditor I	1471	13	G	2
Auditor II	1472	14	G	2
Battalion Fire Chief	2227	77	F	1
Benefits Clerk	1541	10	G	3
Benefits Specialist	1545	12	G	3
Billing Supervisor	1192	14	G	2
Blacksmith	3231	36	T	3
Budget Analyst	1461	14	G	3
Budget Analyst (Senior)	1462	15	P	3
Budget Director	1468	21	M	1
Building Inspection Manager	3857	17	M	1
Building Inspection Supervisor I	3855	39	T	3
Building Inspection Supervisor II	3856	15	M	1
Building Inspector I	3851	36	T	3

TITLE	CODE	GRADE/ SCHEDULE		OVTM
Building Inspector II	3852	37	T	3
Building Maintenance and Operations Supervisor	3753	14	G	2
Building Maintenance Worker	3411	12	G	3
Building Records Clerk	1114	9	G	3
Buyer	1223	14	G	2
CAD Technician	4422	12	G	3
Capital Improvement Project Liaison	4344	15	P	2
Carpenter	3211	36	T	3
Carpenter (Lead)	3212	37	T	3
Carpenter Foreman	3213	39	T	3
Cashier	1182	9	G	3
Cashier Supervisor	1184	11	G	3
Chemist I	3551	13	P	2
Chemist II	3552	14	P	2
Chemistry Supervisor	3553	16	P	1
Chief Deputy Marshal	2123	14	M	1
Chief Horticulturist	3638	17	M	1
Chief of Staff	1737	23	M	1
Chief Paramedic	5721	17	M	1
Chief Parole and Probation Officer	2322	15	M	1
Chief Plan Examiner	4233	17	M	1
Chief Staff Officer	1483	21	M	1
City Counselor	2368	22	M	1
City Court Administrator	1676	16	M	1
City Court Judge	2369	17	P	1
City Planning Executive	4143	19	M	1
City Register	1661	14	M	1
City Surveyor	4293	15	P	2
Civil Engineer I	4241	14	P	2
Civil Engineer II	4242	15	P	1
Civil Engineer III	4243	16	P	1
Civil Engineer III/Computer Network Coordinator	4244	16	P	1
Civil Engineer Supervisor	4245	16	P	1
Clerical Aide	1111	5	G	3
Clerical Supervisor	1115	13	G	2
Clerk I	1112	8	G	3
Clerk II	1113	9	G	3
Clerk Typist I	1121	8	G	3
Clerk Typist II	1122	9	G	3
Clerk Typist III	1123	10	G	3
Client Service Coordinator I	6147	13	G	3
Client Service Coordinator II	6148	14	G	3
Clinical Nurse Specialist	5656	15	P	1
CODIS Administrator	2541	15	P	1
Commissioner of Buildings	3858	20	M	1
Commissioner of Communications	1811	17	M	1
Commissioner of Corrections	2373	20	M	1
Commissioner of Emergency Management	2181	17	M	1
Commissioner of Equipment Services	3277	19	M	1
Commissioner of Excise	2193	17	M	1
Commissioner of Facilities Management	3755	19	M	1
Commissioner of Forestry	3644	19	M	1
Commissioner of Health	5688	21	M	1
Commissioner of Parks	3645	19	M	1
Commissioner of Recreation	7137	19	M	1
Commissioner of Refuse	3135	19	M	1
Commissioner of Streets	4248	19	M	1

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Commissioner of Supply	1229	18 M	1
Commissioner of Traffic	4283	19 M	1
Commissioner of Water	4329	20 M	1
Commissioner on the Disabled	6163	17 M	1
Communications Center Coordinator	2161	14 G	3
Communications Equipment Installer	1869	31 T	3
Communications Regulatory Manager	1813	16 M	1
Communications Service Center Manager	1865	18 M	1
Communications Service Center Specialist I	1861	13 G	3
Communications Service Center Specialist II	1862	15 G	3
Communications Service Center Supervisor	1864	16 M	1
Community Development Planner I	4121	13 G	3
Community Development Planner II	4122	14 G	2
Community Development Planner III	4126	15 P	1
Community Development Research Analyst	4184	15 P	1
Community Development Specialist I	4123	13 G	3
Community Development Specialist II	4124	14 G	2
Community Development Supervisor	4127	15 M	1
Community Health Aide	5624	10 G	3
Community Program Aide	6171	10 G	3
Comptroller	1489	2 E	1
Computer Operations Supervisor	1327	13 M	1
Computer Operator I	1323	10 G	3
Computer Operator II	1324	11 G	3
Computer Programmer I	1331	13 G	3
Computer Programmer II	1332	14 G	3
Computerized Graphics Typesetter	2411	11 G	3
Concrete Finisher	3283	36 T	3
Construction and Maintenance Manager	3759	17 M	1
Construction and Maintenance Superintendent	3758	16 M	1
Construction Equipment Foreman I	3328	39 T	3
Construction Equipment Foreman II	3329	40 T	2
Construction Equipment Operator I	3332	35 T	3
Construction Equipment Operator II	3333	36 T	3
Construction Project Leader	4346	15 P	2
Contract and Inventory Specialist	3754	16 M	1
Contract Compliance Officer	1662	14 G	2
Contract Specialist	1663	11 G	3
Contract Supervisor	1664	15 M	1
Correctional Case Worker	2337	12 G	3
Correctional Case Worker Assistant	2336	11 G	3
Correctional Center Superintendent	2372	19 M	1
Correctional Chief of Security	2338	15 M	1
Correctional Classification Assistant	2333	11 G	3
Correctional Investigator	2339	12 G	3
Correctional Officer I	2331	11 G	3
Correctional Officer II	2332	12 G	3
Correctional Program Manager	2374	16 M	1
Correctional Program Supervisor	2342	13 G	2
Correctional Shift Supervisor	2335	14 G	3
Correctional Training Coordinator	2381	14 G	2
Correctional Training Officer	2384	13 G	3
Correctional Unit Manager	2375	15 M	1
Counseling and Testing Coordinator	5641	14 P	2
Court Officer	2334	10 G	3
Court Room Clerk	1118	9 G	3
Court Room Clerk Coordinator	1119	10 G	3

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Criminalist I	2544	13 P	1
Criminalist II	2545	14 P	1
Criminalist Supervisor	2546	16 P	1
Cultural Resources Director	1674	18 M	1
Custodian	3711	6 G	3
Custodian (Lead)	3712	7 G	3
Customer Service Manager	1726	16 M	1
Customer Service Representative I	1116	10 G	3
Customer Service Representative II	1117	11 G	3
Customer Service Supervisor	1185	13 G	2
Data Entry Operator	1312	8 G	3
Data Entry Operator (Lead)	1314	10 G	3
Data Entry Supervisor	1315	11 G	3
Data Processing Manager	1365	18 M	1
Deputy Airport Police Chief	2146	16 M	1
Deputy Assessor	1435	18 M	1
Deputy Budget Director	1467	17 M	1
Deputy City Counselor	2366	21 M	1
Deputy City Engineer	4316	21 M	1
Deputy Commissioner of Buildings	3859	19 M	1
Deputy Commissioner of Equipment Services	3275	17 M	1
Deputy Commissioner of Refuse	3134	17 M	1
Deputy Commissioner of Streets	4247	17 M	1
Deputy Commissioner of Supply	1228	17 M	1
Deputy Comptroller	1488	21 M	1
Deputy Director of Civil Rights Enforcement Agency	6138	16 M	1
Deputy Director of Community Development	4145	20 M	1
Deputy Director of Employment and Training	6228	18 M	1
Deputy Director of Personnel	1528	20 M	1
Deputy Director of Planning and Urban Design	4188	19 M	1
Deputy Director of Public Safety	2152	20 M	1
Deputy Fire Chief	2231	78 F	1
Deputy Marshal	2121	10 G	3
Detention Center Superintendent	2371	18 M	1
Director of Airports	1658	23 M	1
Director of Civil Rights Enforcement Agency	6139	18 M	1
Director of Community Development	4144	22 M	1
Director of Employment and Training	6229	20 M	1
Director of Health and Hospitals	5589	23 M	1
Director of Human Services	6169	21 M	1
Director of Information Technology	1367	21 M	1
Director of Parks, Recreation and Forestry	3649	21 M	1
Director of Personnel	1529	22 M	1
Director of Planning and Urban Design	4186	20 M	1
Director of Public Safety	2151	22 M	1
Director of Public Utilities	4349	21 M	1
Director of Streets	4249	21 M	1
Disabled Services Representative	6173	11 G	3
DNA Technical Leader	2548	15 P	1
Document Specialist I	5643	11 G	3
Document Specialist II	5644	12 G	3
Drafting Supervisor	4425	13 G	3
Duplicating Equipment Operator	2412	31 T	3
Electrical Engineer	4261	15 P	1
Electrical Engineer (Senior)	4262	16 P	1
Electrical Inspection Supervisor	3815	15 M	1
Electrical Inspector I	3811	36 T	3

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Electrical Inspector II	3812	38 T	3
Electrical Supervisor	3226	15 G	2
Electrician	3223	36 T	3
Electrician (Lead)	3224	38 T	3
Electrician Foreman	3225	39 T	3
Electronic Control Systems Technician	3442	36 T	3
Electronic Instrument Technician	3443	36 T	3
Electronic Technician Supervisor	3444	39 T	3
Emergency Management Specialist	2183	15 M	1
Emergency Management System Technician	2182	36 T	3
Employment and Training Representative	6211	12 G	3
Employment and Training Specialist I	6213	13 G	3
Employment and Training Specialist II	6214	14 G	3
Employment and Training Specialist III	6215	15 P	3
Employment and Training Specialist IV	6218	17 P	1
EMS Chief	5726	16 M	1
EMS Communications Supervisor	5723	14 G	2
EMS Deputy Chief	5725	15 M	1
EMS Dispatcher	5731	11 G	3
EMS Inventory Supervisor	5722	12 G	3
EMS Lead Dispatcher	5732	12 G	3
EMS Training Specialist	5719	14 G	3
EMT (Emergency Medical Technician)	5714	11 G	4
Engineering Manager I	4312	17 M	1
Engineering Manager II	4313	18 M	1
Engineering Technician I	4224	13 G	3
Engineering Technician II	4225	14 G	3
Engineering Technician Supervisor	4226	15 P	2
Environmental Court Coordinator	3881	15 M	1
Environmental Health Officer	5622	13 G	3
Environmental Health Specialist	5628	13 G	3
Environmental Health Supervisor	5638	14 G	2
Environmental Regulatory Compliance and Safety Manager	1659	19 M	1
Epidemiologist	5642	16 P	1
Equipment Operator	3321	9 G	3
Estimator	4223	13 G	3
Executive Assistant I	1628	16 M	1
Executive Assistant II	1629	17 M	1
Executive Assistant to the Mayor	1725	20 M	1
Executive Director for Development	1728	23 M	1
Executive Director for Operations	1736	23 M	1
Executive Director of the Affordable Housing Commission	1722	19 M	1
Executive Secretary I	1134	12 G	3
Executive Secretary II	1135	14 G	2
Executive Secretary to the Comptroller	1136	14 G	2
Executive Secretary to the Mayor	1727	21 M	1
Exercise Physiologist	2572	13 G	3
Facilities Maintenance Worker	3419	35 T	3
Financial Analyst	1482	15 P	1
Financial Supervisor/Information Systems Coordinator	1484	16 M	1
Fingerprint Technician	2556	9 G	3
Fingerprint Technician Supervisor	2557	13 G	3
Fire Alarm Manager	2216	74 F	1
Fire Captain	2226	72 F	3
Fire Commissioner	2239	83 F	1
Fire Equipment Dispatcher	2212	69 F	3
Fire Private	2222	69 F	3

TITLE	CODE	GRADE/ SCHEDULE		OVTM
Firearms Examiner	2551	11	G	3
Fiscal Manager	1448	18	M	1
Fiscal Officer	1490	16	P	1
Fiscal Operations Support Manager	1491	19	M	1
Fitness Programs Supervisor	2573	14	G	3
Fleet Body Repair Specialist	3288	35	T	3
Fleet Maintenance Foreman I	3266	38	T	3
Fleet Maintenance Foreman II	3267	39	T	3
Fleet Maintenance Manager	3274	16	M	1
Fleet Maintenance Parts Specialist	3287	31	T	3
Fleet Maintenance Parts Supervisor	3284	33	T	3
Fleet Maintenance Technician I	3261	31	T	3
Fleet Maintenance Technician II	3262	35	T	3
Fleet Maintenance Technician III	3263	36	T	3
Fleet Maintenance Technician IV	3265	37	T	3
Food Establishment Inspector	5631	13	G	3
Forest Park Executive	3642	17	M	1
Forestry Foreman	3641	11	G	3
Forestry Supervisor	3622	13	G	3
Gardener	3632	10	G	3
Gardener Supervisor	3633	11	G	3
GED Instructor/Employer Job Profiler	6219	13	G	2
Gerontologist	6146	15	P	2
GIS Specialist I/Graphic Designer	4111	13	G	3
GIS Specialist II/Graphic Designer	4112	14	G	3
GIS/Graphic Design Manager	4113	15	M	1
Government Services Administrator	1627	17	P	1
Government Services Analyst	1625	16	P	1
Grants Administrator	1453	15	M	1
Grants Manager	1455	17	M	1
Grants Specialist	1452	10	G	3
Grants Writer	1451	13	G	3
Graphic Artist	4181	11	G	3
Graphic Arts Technician	4187	37	T	3
Graphic Designer	4182	12	G	3
Health Care Compliance Specialist	5515	14	G	3
Health Education Planner	5696	12	G	3
Health Marketing Administrator	5685	16	P	1
Health Planning Executive	5571	17	M	1
Health Services Manager I	5681	17	M	1
Health Services Manager II	5682	18	M	1
Heavy Equipment Operator I	3325	10	G	3
Heavy Equipment Operator II	3326	11	G	3
Historic Preservation Planner I	4192	13	G	3
Historic Preservation Planner II	4193	14	P	2
Horticulturist	3637	13	P	2
Housekeeping Manager	3719	14	G	2
Housekeeping Supervisor I	3715	11	G	3
Housekeeping Supervisor II	3716	13	G	3
Housing Development Analyst	4125	14	G	2
Housing Development Analyst (Senior)	4128	15	P	1
Human Relations Specialist	6131	13	G	3
Human Resources Assistant	1511	11	G	3
Human Resources Generalist I	1518	14	P	3
Human Resources Generalist II	1519	16	P	1
Human Resources Manager	1523	18	M	1
Human Resources Specialist I	1513	13	G	3

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Human Resources Specialist II	1514	14 G	3
Human Resources Specialist III	1515	15 P	3
Human Resources Specialist IV	1516	16 P	1
HVAC Foreman	3418	39 T	3
HVAC Mechanic	3417	36 T	3
Industrial Hygienist	5629	14 P	2
Information Security Administrator	1369	17 P	1
Information Systems Administrator	1362	20 M	1
Information Systems Audit Supervisor	1474	17 P	1
Information Systems Coordinator	1322	13 P	2
Information Systems Support Manager	1363	19 M	1
Internal Audit Executive	1476	20 M	1
Internet Services Manager	1368	18 M	1
Interpreter for the Deaf	6174	12 G	3
Inventory Control Specialist	1214	8 G	3
Inventory Control Technician I	1211	8 G	3
Inventory Control Technician II	1212	9 G	3
Inventory Coordinator	1215	10 G	3
Inventory Supervisor	1213	11 G	3
Ironworker	3232	36 T	3
Labor Foreman I	3121	12 G	3
Labor Foreman II	3125	13 G	3
Labor Supervisor	3128	14 G	2
Laboratory Aide	5421	8 G	3
Laboratory Assistant	5422	11 G	3
Laboratory Director	3555	17 M	1
Laboratory Manager	2542	17 M	1
Laboratory Supervisor	5463	16 M	1
Laboratory Technician	3554	11 G	3
Laborer	3111	8 G	3
Laborer (Lead)	3112	9 G	3
Land Acquisition Specialist	3952	11 G	3
Landscape Manager	3635	15 M	1
Latent Fingerprint Examiner	2554	12 G	3
Lead Abatement Inspector	5626	13 G	3
Lead Abatement Worker	5625	11 G	3
Lead Abatement Worker (Lead)	5627	12 G	3
Lead Program Aide	5611	9 G	3
Legal Investigator I	2351	13 G	3
Legal Investigator II	2352	14 G	2
Legal Secretary	1151	12 G	3
Librarian	2575	14 G	3
Licensed Practical Nurse	5181	11 G	3
Lifeguard	7111	5 G	3
Lifeguard Supervisor	7112	7 G	3
Liquor Control Officer	2191	11 G	3
Liquor Control Supervisor	2192	14 G	3
Locksmith	3416	35 T	3
Machine Shop Foreman	3238	38 T	3
Machinist	3233	36 T	3
Mail Room Supervisor	1186	14 G	3
Maintenance/Bulk Labor Foreman	3126	13 G	3
Mayor	1739	3 E	1
Mechanical Engineer	4271	15 P	1
Mechanical Engineer (Senior)	4272	16 P	1
Mechanical Equipment Inspection Supervisor	3845	15 M	1
Mechanical Inspector I	3841	36 T	3

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Mechanical Inspector II	3843	38 T	3
Mechanical Maintenance Foreman	3415	38 T	3
Mechanical Maintenance Worker	3413	35 T	3
Mechanical Maintenance Worker (Lead)	3414	37 T	3
Medical Record Administrator	5513	13 G	3
Medical Service Coordinator	6149	14 G	3
Medical Technologist	5461	13 G	3
Medical Technologist (Lead)	5462	14 G	3
Messenger/Mail Clerk	1181	5 G	3
Microcomputer Support Specialist	1328	11 G	3
Municipal Parking Garage Manager	3133	14 M	1
Neighborhood Development Executive	3872	17 M	1
Neighborhood Improvement Specialist	3871	14 G	2
Neighborhood Improvement Supervisor	3873	15 G	1
Network Systems Manager	1364	19 M	1
Nurse Practitioner	5131	16 P	1
Nutrition Program Coordinator	5664	14 P	2
Nutritionist	5663	14 P	2
Operations Assistant-Security	2341	11 G	3
Outreach Worker	5698	11 G	3
Painter	3242	36 T	3
Painter (Lead)	3243	37 T	3
Painter Foreman	3245	39 T	3
Paralegal	2365	12 G	3
Paramedic	5717	13 G	4
Paramedic Crew Chief	5718	14 G	4
Paramedic Supervisor	5716	15 G	4
Park Facilities Maintenance Superintendent	3617	16 M	1
Park Maintenance Manager	3618	16 M	1
Park Ranger	2132	10 G	3
Park Ranger Manager	2135	14 M	1
Park Ranger Supervisor I	2133	11 G	3
Park Ranger Supervisor II	2134	12 G	3
Park Supervisor I	3612	12 G	3
Park Supervisor II	3613	13 G	3
Parking Garage Attendant	3114	6 G	3
Parking Garage Attendant (Lead)	3115	8 G	3
Parkkeeper	3611	11 G	3
Parole and Probation Officer	2321	13 G	3
Parole and Probation Officer (Lead)	2323	14 G	3
Parole and Probation Supervisor	2324	15 M	1
Paving Machine Assistant	3119	9 G	3
Payroll Manager	1449	16 M	1
Payroll Specialist I	1171	10 G	3
Payroll Specialist II	1172	11 G	3
Payroll Supervisor	1173	14 M	1
Permit Supervisor	1673	14 M	1
Personal Property Appraisal Manager	1415	15 M	1
Personal Property Appraisal Supervisor	1413	14 G	2
Personal Property Appraiser I	1411	11 G	3
Personal Property Appraiser II	1412	12 G	3
Pest Control Worker	5699	9 G	3
Photographer I	2558	10 G	3
Photographer II	2559	11 G	3
Physician	5553	18 P	1
Physician Manager	5554	21 M	1
Pipefitter	3254	36 T	3

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Plan Examiner	4232	14 P	2
Planning and Programming Executive	4318	19 M	1
Plumber	3251	36 T	3
Plumber Foreman	3253	39 T	3
Plumbing Inspection Supervisor	3824	15 M	1
Plumbing Inspector I	3821	36 T	3
Plumbing Inspector II	3822	38 T	3
Police Assistant Chief	2536	81 D	1
Police Captain	2526	74 D	1
Police Commissioner	2538	83 D	1
Police Dispatch Manager	2568	15 M	1
Police Dispatch Supervisor	2566	13 G	3
Police Dispatcher I	2563	10 G	3
Police Dispatcher II	2564	11 G	3
Police Lieutenant	2524	72 D	1
Police Lieutenant Colonel	2534	78 D	1
Police Major	2532	77 D	1
Police Officer	2514	69 D	3
Police Planner I	2591	13 G	3
Police Planner II	2592	15 G	3
Police Planning Manager	2593	17 M	1
Police Probationary Officer	2513	69 D	3
Police Sergeant	2522	71 D	3
Polygraph Examiner	2576	14 G	3
President, Board of Aldermen	1748	1 E	1
President, Board of Public Service	4348	23 M	1
Printing and Duplicating Graphics Manager	2413	15 M	1
Printing Supervisor	2414	13 G	2
Prisoner Processing Clerk	2582	9 G	3
Prisoner Processing Supervisor	2584	13 G	3
Probationary Fire Equipment Dispatcher	2211	69 F	3
Probationary Fire Private	2221	69 F	3
Process Control Specialist	4265	15 P	2
Procurement Specialist	1225	13 G	2
Procurement/Purchasing Manager I	1226	16 M	1
Procurement/Purchasing Manager II	1227	17 M	1
Program Aide	7311	10 G	3
Program Architect	4435	16 P	1
Program Coordinator	1698	14 P	2
Program Engineer	4345	17 P	1
Program Manager I	1693	15 M	1
Program Manager II	1694	16 M	1
Program Specialist I	1696	11 G	3
Program Specialist II	1691	12 G	3
Program Supervisor	1692	13 M	1
Program Worker I	7312	5 G	3
Program Worker II	7313	6 G	3
Program Worker III	7314	7 G	3
Programmer/Analyst I	1341	15 P	2
Programmer/Analyst II	1342	16 P	2
Programmer/Analyst III	1343	17 P	2
Public Health Education Coordinator	5648	15 P	2
Public Health Educator	5695	15 P	1
Public Health Intake Supervisor	5646	15 G	2
Public Health Intake Worker	5647	12 G	3
Public Health Nurse I	5651	14 G	3
Public Health Nurse II	5653	15 G	3

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Public Health Nurse III	5654	16 P	2
Public Health Nursing Supervisor	5655	17 M	1
Public Health Program Representative	5693	13 G	3
Public Health Program Specialist	5691	14 G	3
Public Health Program Supervisor	5694	15 G	2
Public Information Assistant	1612	12 G	3
Public Information Manager	1617	18 M	1
Public Information Officer I	1614	13 G	2
Public Information Officer II	1615	15 P	1
Public Information Officer Supervisor	1616	15 M	1
Public Information Officer to the Comptroller	1618	15 P	1
Public Information Officer to the Mayor	1613	16 M	1
Public Nuisance Inspector	3861	10 G	3
Public Safety Specialist	2136	15 P	1
Real Estate Development Specialist	1665	14 G	3
Real Estate Records Clerk I	1666	9 G	3
Real Estate Records Clerk II	1668	10 G	3
Real Estate Records Manager	1426	14 M	1
Real Estate Specialist	1667	13 G	3
Real Property Appraisal Manager	1429	17 M	1
Real Property Appraisal Supervisor I	1428	15 M	1
Real Property Appraisal Supervisor II	1427	16 M	1
Real Property Appraiser I	1421	13 G	3
Real Property Appraiser II	1422	14 G	3
Receptionist	1161	8 G	3
Receptionist to the Mayor	1162	9 G	3
Records Retention Supervisor	1187	14 G	2
Recreation Area Manager	7118	16 M	1
Recreation Assistant	7116	7 G	3
Recreation Leader	7117	10 G	3
Recreation Supervisor I	7114	12 G	3
Recreation Supervisor II	7115	14 G	2
Refuse Route and Safety Coordinator	3931	11 G	3
Refuse Superintendent	3131	16 M	1
Registered Nurse I	5121	14 G	3
Registered Nurse II	5122	15 G	3
Research Analyst to the Mayor	1729	16 P	1
Safety Officer I	1531	13 G	3
Safety Officer II	1532	14 G	3
Safety Officer III	1533	15 P	1
School Crossing Guard	2174	5 G	3
Secretary and Stenographer to the Mayor	1175	11 G	3
Secretary I	1131	9 G	3
Secretary II	1132	10 G	3
Secretary to the Board of Estimate and Apportionment	1137	12 G	3
Secretary to the Board of Public Service	1671	14 M	1
Security Officer	2131	10 G	3
Senior Engineering Executive	4347	20 M	1
Senior Fire Equipment Dispatcher	2215	72 F	3
Senior Plan Examiner	4234	15 P	1
Senior Plan Examiner/Code Development Specialist	4235	16 P	1
Sign Shop Supervisor	3246	38 T	3
Solid Waste Route Foreman	3127	13 G	3
Soulard Market Manager	3757	15 M	1
Special Assistant for Development	1724	17 M	1
Special Assistant to the Comptroller	1672	16 M	1
Special Assistant to the Mayor	1723	17 M	1

TITLE	CODE	GRADE/ SCHEDULE		OVTM
Special Assistant to the Water Commissioner	3538	17	M	1
Special Events Program Executive	1697	18	P	1
Special Projects Manager	2382	17	M	1
Specialist on Aging I	6121	13	G	3
Specialist on Aging II	6122	14	G	2
Stable Attendant	2577	9	G	3
Stationary Engineer	3423	36	T	3
Street and Traffic Inspection Supervisor I	3955	13	G	3
Street and Traffic Inspection Supervisor II	3956	14	M	1
Street and Traffic Inspector	3954	11	G	3
Street and Traffic Liaison	1643	14	M	1
Street Lighting Superintendent	3229	16	M	1
Street Maintenance Superintendent	3132	16	M	1
Superintendent of Soldiers' Memorial	3756	14	M	1
Supervising Deputy Marshal	2124	11	G	3
Supervising Stationary Engineer I	3427	39	T	3
Supervising Stationary Engineer II	3428	15	M	1
Supervisor-STD Intervention and Outreach Program	5649	15	P	2
Survey Projects Coordinator	4246	15	P	1
Surveyor	4292	14	G	3
Systems Analyst	1351	15	P	2
Systems Analyst Senior	1353	17	P	1
Systems Development Manager	1366	19	M	1
Systems Development Specialist	1355	17	P	2
Systems Project Leader	1352	18	M	1
Technical Support Specialist I	1371	15	P	2
Technical Support Specialist II	1372	16	P	2
Telecommunications Inspector	1824	13	G	3
Telecommunications Maintenance Supervisor	1854	13	G	3
Telecommunications Specialist	1853	14	G	3
Telecommunications Supervisor	2173	12	G	3
Telecommunications Technician	1855	12	G	3
Telecommunicator	2171	10	G	3
Tow Truck Operator	3311	10	G	3
Towing Services Foreman	3313	11	G	3
Towing Services Manager	3317	15	M	1
Towing Services Supervisor	3314	14	G	2
Trades Helper	3281	31	T	3
Traffic Control Superintendent	3438	16	M	1
Traffic Engineer	4281	15	P	1
Traffic Engineer (Senior)	4282	16	P	1
Traffic Engineering Manager	4284	17	M	1
Traffic Violation Bureau Supervisor	1677	13	G	3
Training Specialist	2578	13	G	3
Transportation Center Operations Specialist	3752	11	G	3
Transportation Center Operations Supervisor	3751	16	M	1
Tree Trimmer	3621	10	G	3
Urban Designer	4185	14	P	2
Urban Forester	3652	14	P	2
Urban Forestry Assistant	3651	11	G	3
Urban Forestry Superintendent	3656	16	M	1
Utility Worker	3117	9	G	3
Utility Worker (Lead)	3118	10	G	3
Veterans Service Officer	1695	14	M	1
Veterinarian	2119	16	P	1
Veterinarian Technician	2118	9	G	3
Video Engineer	1823	40	T	3

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Video Production Manager	1812	16 M	1
Video Production Specialist	1822	36 T	3
Video Production Supervisor	1821	40 T	3
Water Department Liaison	3533	16 P	1
Water Distribution Executive	4314	19 M	1
Water Distribution Superintendent	3535	16 M	1
Water Distribution Supervisor	3534	14 G	2
Water Maintenance Foreman	3517	13 G	3
Water Maintenance Worker	3512	11 G	3
Water Meter and Tap Supervisor	3526	14 M	1
Water Meter Worker	3521	10 G	3
Water Meter Worker Supervisor	3522	13 G	3
Water Plant Maintenance Foreman	3543	39 T	3
Water Plant Maintenance Manager	3531	17 M	1
Water Plant Maintenance Mechanic	3541	36 T	3
Water Plant Maintenance Mechanic (Lead)	3542	38 T	3
Water Production Engineer	3536	17 M	1
Water Production Executive	4315	19 M	1
Water Services Manager	3537	14 M	1
Water System Inspector	3524	11 G	3
Water Treatment Plant Operations Assistant	3511	32 T	3
Water Treatment Plant Operator	3515	36 T	3
Water Treatment Plant Supervisor I	3514	38 T	3
Water Treatment Plant Supervisor II	3519	39 T	3
Water Utility Worker	3513	10 G	3
Web Development Specialist I	1345	14 P	2
Web Development Specialist II	1346	15 P	2
Welder	3235	36 T	3
Workers Compensation Specialist	1543	13 G	3
X-ray Technician	5441	11 G	3
Zoning Administrator	4165	16 M	1
Zoning Inspector	4163	10 G	3
Zoning Specialist	4162	12 G	3
Zoning Specialist (Lead)	4164	14 G	3

**SECTION 2.
OFFICIAL PAY SCHEDULE FOR CLASSIFICATION GRADES**

The Civil Service Commission, in accordance with Section 7(b)(1) of Article XVIII of the City Charter, recommended pay schedules for all pay grades denoted in Section 1(a) of the classification plan prepared and adopted by the Department of Personnel. The official pay schedules and their corresponding salary ranges as hereby adopted in this Section 2 are as follows: (a) - General, Professional and Management Schedule, (b) - Trades Schedule, (c) - Fire Department Schedule, (d) – Police Department Schedule and (e) - Elected Official Schedule.

(a) GENERAL, PROFESSIONAL AND MANAGEMENT PAY SCHEDULE:

(1) The following bi-weekly pay schedule for all pay grades denoted with the suffix "G," "P," or "M" shall become effective beginning with the bi-weekly pay period following the effective date of this ordinance.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS		
GRADE	MINIMUM	MAXIMUM
5	713	1070
6	773	1163
7	840	1264
8	912	1374
9	989	1492
10	1074	1625
11	1169	1768
12	1270	1923
13	1400	2124
14	1605	2436
15	1839	2796
16	2110	3207
17	2421	3684
18	2777	4230
19	3189	4858
20	3662	5580
21	3951	6024
22	4263	6503
23	4601	7021

(2) The following bi-weekly pay schedule for all pay grades denoted with the suffix "G," "P," or "M" shall become effective beginning with the bi-weekly pay period starting June 14, 2015.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS									
Grade Step	5	6	7	8	9	10	11	12	13
1	713	773	840	912	989	1074	1169	1270	1400
2	724	785	853	926	1004	1090	1187	1289	1421
3	735	796	865	940	1019	1106	1204	1308	1442
4	746	808	878	954	1034	1123	1222	1328	1464
5	757	820	892	968	1050	1140	1241	1348	1486
6	768	833	905	982	1065	1157	1259	1368	1508
7	780	845	918	997	1081	1174	1278	1389	1531
8	791	858	932	1012	1098	1192	1297	1410	1554
9	803	871	946	1027	1114	1210	1317	1431	1577
10	815	884	960	1043	1131	1228	1337	1452	1601
11	827	897	975	1058	1148	1246	1357	1474	1625
12	840	911	989	1074	1165	1265	1377	1496	1649
13	852	924	1004	1090	1182	1284	1398	1518	1674
14	865	938	1019	1107	1200	1303	1419	1541	1699
15	878	952	1035	1123	1218	1323	1440	1564	1724
16	891	966	1050	1140	1236	1343	1462	1588	1750
17	905	981	1066	1157	1255	1363	1483	1612	1777
18	918	996	1082	1175	1274	1383	1506	1636	1803
19	932	1011	1098	1192	1293	1404	1528	1660	1830
20	946	1026	1115	1210	1312	1425	1551	1685	1858
21	960	1041	1131	1228	1332	1447	1574	1711	1886
22	975	1057	1148	1247	1352	1468	1598	1736	1914
23	989	1073	1166	1265	1372	1490	1622	1762	1943
24	1004	1089	1183	1284	1393	1513	1646	1789	1972
25	1019	1105	1201	1304	1414	1535	1671	1815	2001
26	1035	1122	1219	1323	1435	1558	1696	1843	2031
27	1050	1138	1237	1343	1457	1582	1722	1870	2062
28	1066	1155	1256	1363	1478	1605	1747	1898	2093
29	1082	1173	1274	1384	1501	1629	1774	1927	2124
30	1098	1190	1294	1404	1523	1654	1800	1956	2156

Grade Step	14	15	16	17	18	19	20	21	22	23
1	1605	1839	2110	2421	2777	3189	3662	3951	4263	4601
2	1629	1867	2142	2457	2819	3237	3717	4010	4327	4670
3	1654	1895	2174	2494	2861	3285	3773	4070	4392	4740
4	1678	1923	2206	2532	2904	3335	3829	4131	4458	4811
5	1703	1952	2239	2570	2947	3385	3887	4193	4525	4883
6	1729	1981	2273	2608	2992	3435	3945	4256	4592	4957
7	1755	2011	2307	2647	3036	3487	4004	4320	4661	5031
8	1781	2041	2342	2687	3082	3539	4064	4385	4731	5106
9	1808	2072	2377	2727	3128	3592	4125	4451	4802	5183
10	1835	2103	2413	2768	3175	3646	4187	4518	4874	5261
11	1863	2134	2449	2810	3223	3701	4250	4585	4947	5340
12	1891	2166	2485	2852	3271	3756	4314	4654	5022	5420
13	1919	2199	2523	2895	3320	3813	4378	4724	5097	5501
14	1948	2232	2561	2938	3370	3870	4444	4795	5173	5584
15	1977	2265	2599	2982	3421	3928	4511	4867	5251	5667
16	2007	2299	2638	3027	3472	3987	4578	4940	5330	5752
17	2037	2334	2678	3072	3524	4047	4647	5014	5410	5839
18	2067	2369	2718	3118	3577	4107	4717	5089	5491	5926
19	2098	2404	2758	3165	3630	4169	4787	5165	5573	6015
20	2130	2440	2800	3213	3685	4232	4859	5243	5657	6105
21	2162	2477	2842	3261	3740	4295	4932	5321	5742	6197
22	2194	2514	2884	3310	3796	4360	5006	5401	5828	6290
23	2227	2552	2928	3359	3853	4425	5081	5482	5915	6384
24	2260	2590	2972	3410	3911	4491	5157	5564	6004	6480
25	2294	2629	3016	3461	3970	4559	5235	5648	6094	6577
26	2329	2668	3061	3513	4029	4627	5313	5733	6185	6676
27	2364	2708	3107	3565	4090	4696	5393	5819	6278	6776
28	2399	2749	3154	3619	4151	4767	5474	5906	6372	6878
29	2435	2790	3201	3673	4213	4838	5556	5995	6468	6981
30	2472	2838	3255	3739	4293	4931	5664	6114	6600	7126

(b) TRADES PAY SCHEDULE:

(1) The following bi-weekly pay schedule for all pay grades denoted with the suffix "T" shall become effective beginning with the bi-weekly pay period following the effective date of this ordinance.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS		
GRADE	MINIMUM	MAXIMUM
31	1119	1808
32	1171	1891
33	1223	1980
34	1281	2074
35	1340	2165
36	1403	2272
37	1470	2378
38	1536	2484
39	1609	2607
40	1685	2725

(2) The following bi-weekly pay schedule for all pay grades denoted with the suffix "T" shall become effective beginning with the bi-weekly pay period starting June 14, 2015.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS										
Grade Step	31	32	33	34	35	36	37	38	39	40
1	1119	1171	1223	1281	1340	1403	1470	1536	1609	1685
2	1136	1189	1241	1300	1360	1424	1492	1559	1633	1710
3	1153	1206	1260	1320	1381	1445	1514	1582	1658	1736
4	1170	1224	1279	1340	1401	1467	1537	1606	1682	1762
5	1188	1243	1298	1360	1422	1489	1560	1630	1708	1788
6	1205	1261	1318	1380	1444	1511	1584	1655	1733	1815
7	1224	1280	1337	1401	1465	1534	1607	1680	1759	1842
8	1242	1300	1357	1422	1487	1557	1631	1705	1786	1870
9	1261	1319	1378	1443	1510	1580	1656	1730	1813	1898
10	1279	1339	1398	1465	1532	1604	1681	1756	1840	1927
11	1299	1359	1419	1487	1555	1628	1706	1783	1867	1956
12	1318	1379	1441	1509	1578	1653	1732	1809	1895	1985
13	1338	1400	1462	1532	1602	1677	1758	1836	1924	2015
14	1358	1421	1484	1555	1626	1703	1784	1864	1953	2045
15	1378	1442	1506	1578	1651	1728	1811	1892	1982	2076
16	1399	1464	1529	1602	1675	1754	1838	1920	2012	2107
17	1420	1486	1552	1626	1700	1780	1865	1949	2042	2138
18	1441	1508	1575	1650	1726	1807	1893	1978	2072	2170
19	1463	1531	1599	1675	1752	1834	1922	2008	2104	2203
20	1485	1554	1623	1700	1778	1862	1951	2038	2135	2236
21	1507	1577	1647	1725	1805	1890	1980	2069	2167	2269
22	1530	1601	1672	1751	1832	1918	2010	2100	2200	2303
23	1553	1625	1697	1777	1859	1947	2040	2131	2233	2338
24	1576	1649	1722	1804	1887	1976	2070	2163	2266	2373
25	1600	1674	1748	1831	1916	2006	2101	2196	2300	2409
26	1624	1699	1775	1859	1944	2036	2133	2229	2335	2445
27	1648	1725	1801	1887	1973	2066	2165	2262	2370	2482
28	1673	1750	1828	1915	2003	2097	2197	2296	2405	2519
29	1698	1777	1856	1944	2033	2129	2230	2330	2441	2557
30	1835	1919	2010	2105	2197	2306	2414	2521	2646	2766

(c) FIRE DEPARTMENT PAY SCHEDULE:

(1) The bi-weekly pay schedule for all pay grades denoted by the suffix "F" will be adopted in accordance with Section 31 of Article XVIII of the City Charter. The Director of Personnel shall establish such regulations and procedures as are necessary to place the Fire Department Pay Schedule in effect. The following bi-weekly pay schedule for all pay grades denoted with the suffix "F" shall become effective beginning with the bi-weekly pay period following the effective date of this ordinance.

FIRE BI-WEEKLY RANGE OF PAY

Class Codes		2212	2215	2216	2227	2231	2235	2239
2211 2221		2222	2226					
Current Years of Service	69F	69F	72F	74F	77F	78F	81F	83F
0	1495.74							
1		1546.71	2037.60	2221.82	2423.95	2497.92	2633.30	3106.72
2		1593.89	2098.58	2287.16	2495.34	2570.36	2708.55	3195.69
3		1681.47	2211.78	2408.46	2627.86	2704.83	2848.23	3360.86
4		1724.79	2267.77	2468.45	2693.41	2771.34	2917.33	3442.56
5		1781.07	2340.51	2546.40	2778.58	2857.75	3007.09	3548.70
6		1837.37	2346.68	2553.01	2785.80	2865.08	3014.70	3557.70
7		1945.34	2484.54	2700.73	2947.20	3028.84	3184.82	3758.85
8		2022.81	2583.40	2806.67	3062.93	3146.27	3306.81	3903.10
9		2103.06	2685.53	2916.10	3182.50	3267.59	3432.84	4052.12
10		2110.22	2692.62	2923.23	3189.76	3274.96	3440.49	4061.17
11		2132.64	2699.67	2930.36	3195.31	3280.59	3446.34	4068.09
12		2140.10	2706.84	2937.45	3202.44	3284.82	3450.73	4073.28
13		2147.15	2713.92	2944.58	3209.44	3392.79	3558.70	4087.41
14		2154.20	2721.01	2951.63	3216.58	3399.84	3565.79	4101.58
15		2161.37	2728.10	2958.71	3223.66	3407.01	3573.01	4115.76
16		2168.42	2735.14	2965.81	3230.80	3414.04	3579.97	4129.98
17		2175.59	2742.31	2972.93	3237.41	3421.23	3587.18	4144.15
18		2182.64	2749.41	2983.03	3244.93	3428.24	3594.24	4158.28
19		2189.68	2756.57	2987.10	3252.05	3435.32	3601.28	4172.54
20		2196.81	2763.59	2994.20	3259.19	3442.45	3608.50	4186.76
21		2203.90	2770.70	3001.27	3266.28	3449.53	3615.49	4200.89
22		2210.98	2777.84	3008.42	3273.32	3456.70	3622.63	4215.06
23		2218.11	2784.93	3015.55	3280.41	3463.71	3629.72	4229.29
24		2225.17	2792.05	3022.64	3287.50	3470.92	3636.80	4243.37
25		2232.29	2799.11	3029.77	3294.67	3477.92	3643.97	4257.64
26		2239.39	2806.19	3036.86	3301.76	3485.02	3650.98	4271.86
27		2246.55	2813.32	3043.90	3308.80	3492.20	3658.11	4286.12
28		2253.60	2820.41	3051.03	3315.85	3499.20	3665.11	4300.30
29		2260.64	2827.41	3058.12	3323.02	3506.38	3672.28	4314.39
30		2267.73	2834.58	3065.12	3330.11	3513.38	3679.46	4328.65

(2) The following bi-weekly pay schedule for all pay grades denoted with the suffix "F" shall become effective beginning with the bi-weekly pay period starting June 14, 2015.

FIRE BI-WEEKLY RANGE OF PAY									
		Class Codes							
		2211	2212	2215	2216	2227	2231	2235	2239
		2221	2222	2226					
Current Years of Service	69F	69F	72F	74F	77F	78F	81F	83F	
	0	1534.20							
1		1585.17	2082.46	2276.85	2480.51	2563.84	2709.42	3189.70	
2		1632.35	2142.16	2339.91	2549.40	2632.92	2780.34	3273.56	
3		1719.93	2252.96	2456.96	2677.30	2761.14	2912.00	3429.24	
4		1763.25	2307.77	2514.86	2740.56	2824.56	2977.12	3506.24	
5		1819.53	2378.97	2590.08	2822.74	2906.96	3061.72	3606.28	
6		1875.83	2385.14	2596.60	2829.86	2914.10	3069.05	3614.95	
7		1983.80	2523.00	2742.24	2988.98	3073.63	3232.85	3808.63	
8		2061.27	2621.86	2846.67	3103.08	3188.03	3350.31	3947.53	
9		2141.52	2723.99	2954.56	3220.96	3306.21	3471.66	4091.01	
10		2148.68	2731.08	2961.69	3228.22	3313.49	3479.14	4099.85	
11		2171.10	2738.13	2968.82	3233.77	3319.05	3484.85	4106.61	
12		2178.56	2745.30	2975.91	3240.90	3323.28	3489.19	4111.74	
13		2185.61	2752.38	2983.04	3247.90	3431.25	3597.16	4125.87	
14		2192.66	2759.47	2990.09	3255.04	3438.30	3604.25	4140.04	
15		2199.83	2766.56	2997.17	3262.12	3445.47	3611.47	4154.22	
16		2206.88	2773.60	3004.27	3269.26	3452.50	3618.43	4168.44	
17		2214.05	2780.77	3011.39	3275.87	3459.69	3625.64	4182.61	
18		2221.10	2787.87	3021.49	3283.39	3466.70	3632.70	4196.74	
19		2228.14	2795.03	3025.56	3290.51	3473.78	3639.74	4211.00	
20		2235.27	2802.05	3032.66	3297.65	3480.91	3646.96	4225.22	
21		2242.36	2809.16	3039.73	3304.74	3487.99	3653.95	4239.35	
22		2249.44	2816.30	3046.88	3311.78	3495.16	3661.09	4253.52	
23		2256.57	2823.39	3054.01	3318.87	3502.17	3668.18	4267.75	
24		2263.63	2830.51	3061.10	3325.96	3509.38	3675.26	4281.83	
25		2270.75	2837.57	3068.23	3333.13	3516.38	3682.43	4296.10	
26		2277.85	2844.65	3075.32	3340.22	3523.48	3689.44	4310.32	
27		2285.01	2851.78	3082.36	3347.26	3530.66	3696.57	4324.58	
28		2292.06	2858.87	3089.49	3354.31	3537.66	3703.57	4338.76	
29		2299.10	2865.87	3096.58	3361.48	3544.84	3710.74	4352.85	
30		2306.19	2873.04	3103.58	3368.57	3551.84	3717.92	4367.11	

(d) POLICE DEPARTMENT PAY SCHEDULE:

(1) The following bi-weekly pay schedule for all pay grades denoted with the suffix "D" shall become effective with the beginning of the bi-weekly pay period following the effective date of this ordinance.

		POLICE BI-WEEKLY RANGE OF PAY								
Class Codes		2514	2522	2524	2526	2532	2534	2536	2538	
Current Years of Service	2513	69D	71D	72D	74D	77D	78D	81D	83D	
0	1495.74									
1		1546.71								
2		1593.89								
3		1681.47								
4		1724.79								
5		1781.07	2137.31							
6		1837.37	2143.48							
7		1945.34	2269.10	2484.54						
8		2022.81	2359.47	2583.40						
9		2103.06	2452.81	2685.53	2916.10					
10		2110.22	2459.89	2692.62	2923.23					
11		2132.64	2467.04	2699.67	2930.36	3195.31				
12		2140.10	2474.08	2706.84	2937.45	3202.44	3284.82	3450.73	4073.28	
13		2147.15	2481.21	2713.92	2944.58	3209.44	3392.79	3558.70	4087.41	
14		2154.20	2488.34	2721.01	2951.63	3216.58	3399.84	3565.79	4101.58	
15		2161.37	2495.39	2728.10	2958.71	3223.66	3407.01	3573.01	4115.76	
16		2168.42	2502.48	2735.14	2965.81	3230.80	3414.04	3579.97	4129.98	
17		2175.59	2509.60	2742.31	2972.93	3237.41	3421.23	3587.18	4144.15	
18		2182.64	2516.69	2749.41	2983.03	3244.93	3428.24	3594.24	4158.28	
19		2189.68	2523.78	2756.57	2987.10	3252.05	3435.32	3601.28	4172.54	
20		2196.81	2530.87	2763.59	2994.20	3259.19	3442.45	3608.50	4186.76	
21		2203.90	2537.91	2770.70	3001.27	3266.28	3449.53	3615.49	4200.89	
22		2210.98	2545.08	2777.84	3008.42	3273.32	3456.70	3622.63	4215.06	
23		2218.11	2552.17	2784.93	3015.55	3280.41	3463.71	3629.72	4229.29	
24		2225.17	2559.22	2792.05	3022.64	3287.50	3470.92	3636.80	4243.37	
25		2232.29	2566.35	2799.11	3029.77	3294.67	3477.92	3643.97	4257.64	
26		2239.39	2573.40	2806.19	3036.86	3301.76	3485.02	3650.98	4271.86	
27		2246.55	2580.57	2813.32	3043.90	3308.80	3492.20	3658.11	4286.12	
28		2253.60	2587.66	2820.41	3051.03	3315.85	3499.20	3665.11	4300.30	
29		2260.64	2594.70	2827.41	3058.12	3323.02	3506.38	3672.28	4314.39	
30		2267.73	2601.83	2834.58	3065.12	3330.11	3513.38	3679.46	4328.65	

(2) The following bi-weekly pay schedule for all pay grades denoted with the suffix "D" shall become effective with the beginning of the bi-weekly pay period starting June 14, 2015.

		POLICE BI-WEEKLY RANGE OF PAY								
		Class Codes								
		2513	2514	2522	2524	2526	2532	2534	2536	2538
Current Years of Service	Class Codes	69D	69D	71D	72D	74D	77D	78D	81D	83D
0	1534.20									
1			1585.17							
2			1632.35							
3			1719.93							
4			1763.25							
5			1819.53	2175.77						
6			1875.83	2181.94						
7			1983.80	2307.56	2523.00					
8			2061.27	2397.93	2621.86					
9			2141.52	2491.27	2723.99	2954.56				
10			2148.68	2498.35	2731.08	2961.69				
11			2171.10	2505.50	2738.13	2968.82	3233.77			
12			2178.56	2512.54	2745.30	2975.91	3240.90	3323.28	3489.19	4111.74
13			2185.61	2519.67	2752.38	2983.04	3247.90	3431.25	3597.16	4125.87
14			2192.66	2526.80	2759.47	2990.09	3255.04	3438.30	3604.25	4140.04
15			2199.83	2533.85	2766.56	2997.17	3262.12	3445.47	3611.47	4154.22
16			2206.88	2540.94	2773.60	3004.27	3269.26	3452.50	3618.43	4168.44
17			2214.05	2548.06	2780.77	3011.39	3275.87	3459.69	3625.64	4182.61
18			2221.10	2555.15	2787.87	3021.49	3283.39	3466.70	3632.70	4196.74
19			2228.14	2562.24	2795.03	3025.56	3290.51	3473.78	3639.74	4211.00
20			2235.27	2569.33	2802.05	3032.66	3297.65	3480.91	3646.96	4225.22
21			2242.36	2576.37	2809.16	3039.73	3304.74	3487.99	3653.95	4239.35
22			2249.44	2583.54	2816.30	3046.88	3311.78	3495.16	3661.09	4253.52
23			2256.57	2590.63	2823.39	3054.01	3318.87	3502.17	3668.18	4267.75
24			2263.63	2597.68	2830.51	3061.10	3325.96	3509.38	3675.26	4281.83
25			2270.75	2604.81	2837.57	3068.23	3333.13	3516.38	3682.43	4296.10
26			2277.85	2611.86	2844.65	3075.32	3340.22	3523.48	3689.44	4310.32
27			2285.01	2619.03	2851.78	3082.36	3347.26	3530.66	3696.57	4324.58
28			2292.06	2626.12	2858.87	3089.49	3354.31	3537.66	3703.57	4338.76
29			2299.10	2633.16	2865.87	3096.58	3361.48	3544.84	3710.74	4352.85
30			2306.19	2640.29	2873.04	3103.58	3368.57	3551.84	3717.92	4367.11

(e) **ELECTED OFFICIAL PAY SCHEDULE:**

(1) The following bi-weekly pay schedule for each Executive pay grade, denoted by the suffix "E," is currently in effect and extends through the term of office for each elected official:

GRADE	BI-WEEKLY RATE
1E	\$3491
2E	\$4315
3E	\$5070

(2) The following bi-weekly pay schedule for each Executive pay grade, denoted by the suffix "E," shall become effective beginning with any term of office starting in 2015:

GRADE	BI-WEEKLY RATE
1E	\$3491
2E	\$4315
3E	\$5070

(3) The salary of an elected official shall not be increased during the term of office.

(f) SHIFT DIFFERENTIAL: Shift differential shall be paid for certain work assignments. The Director of Personnel shall determine the work assignments for which shift differential will be paid. The assignment or removal of an employee from a work assignment having a shift differential shall be determined by the appointing authority and will not constitute a promotion, demotion, advancement or reduction in pay. The shift differential shall be added to the employee's regular bi-weekly rate.

(1) In order for an employee in Section 2(a) or 2(b) to be eligible for shift differential compensation, the employee must work a shift that requires the completion of four (4) hours of work between the hours of 4:00 p.m. and 8:00 a.m. the following morning. Employees shall be entitled to receive shift differential compensation for no more than one shift worked between the hours of 4:00 p.m. and 8:00 a.m. Employees who are assigned to work schedules that require them to rotate among three shifts (day, evening, night) on a bi-monthly or more frequent basis shall be eligible for shift differential compensation for all three shifts worked.

For employees whose pay range is established in Section 2(a) or 2(b) the shift differential premium shall be one percent (1%) of the employee's regular base bi-weekly rate for each eligible shift worked in a bi-weekly pay period.

An employee whose pay range is established in Section 2(a) or 2(b) shall receive shift differential for working a portion of an eligible shift, provided the portion of the shift not worked is charged to paid leave. Shift differential shall only be paid for whole hours worked; a fraction of an hour shall not be counted toward the payment of the differential.

(2) For those employees whose pay range is established in Section 2(c), the shift differential premium shall be \$2.00 per hour for each hour worked between 11:00 p.m. and 7:00 a.m. during an eligible shift. Employees must work at least 12 hours of a regularly assigned 24 hour shift to be eligible for any shift differential for the shift. Such employees shall not receive shift differential for overtime worked, which is not part of their regular schedule. This provision will not go into effect until shift differential is agreed upon by the Director of Personnel and the Union (Local 73) in writing.

Except shift differential premium shall be \$2.00 per hour for each hour worked between 11:00 p.m. and 7:00 a.m. during an eligible shift to be paid to Overtime Code 3 Fire Equipment Dispatcher classifications whose pay range is established in Section 2(c).

(3) For Police Officer Trainees and employees whose pay grade is denoted with the suffix D the night shift differential shall be ten percent (10%) of the hourly rate for all full hours worked between the hours of 11 p.m. and 7 a.m. and all 8 hour shifts beginning between 10:30 p.m. and 11:30 p.m.

(4) Except as otherwise provided in this ordinance, shift differential shall not be paid to employees compensated on an hourly or per performance basis, or bi-weekly paid employees who work part-time. Neither shall shift differential be paid to full-time regular employees docked for any portion of an eligible shift.

(g) WEEKEND DIFFERENTIAL: When employees whose pay range is established in Section 2(a) or 2(b) work on a Saturday and/or a Sunday they shall be eligible for weekend differential. This differential shall be one percent (1%) of an employee's base bi-weekly rate. An employee shall receive weekend differential for working any portion of an eligible day. This differential shall only be paid for full hours worked, providing the portion of the day not worked is charged to paid leave. Weekend differential shall not be paid to employees compensated on an hourly or per performance basis or bi-weekly paid employees who work part-time. Neither will the weekend differential be paid to full-time regular employees docked for any portion of a day on which the differential would otherwise be paid.

(h) COMMUTING ALLOWANCE: Employees residing within the corporate limits of the City of St. Louis who are regularly assigned to a position located in a City institution, agency, or facility located outside the corporate limits of the City of St. Louis, and who are regularly assigned to a five-day, forty-hour weekly work schedule, shall be entitled to a commuting allowance in the amount of one hundred forty-one dollars (\$141.00) bi-weekly on the effective date of this ordinance. Eligible full-time employees who are assigned to an alternate form of work schedule which reduces the frequency of commuting to work shall be entitled to a commuting allowance which is reduced in proportion to the reduced frequency of commuting. City employees who are temporarily assigned duty to a facility located outside the corporate limits of the City of St. Louis shall be entitled to a per diem rate for the duration of the assignment. No employee living outside of the corporate limits of the City of St. Louis shall receive a commuting allowance.

A period of absence of ten (10) working days or more shall result in suspension of eligibility for the commuting allowance. Suspension of the commuting allowance shall begin during the pay period in which the tenth (10th) day of absence occurs and shall continue for any subsequent full or partial pay periods during the period of absence. Upon return to duty from such absence, an

employee again shall be eligible for commuting allowance upon completion of the first full pay period of service for which the allowance would normally be paid.

Employees for whom any form of free transportation (car, truck, bus, etc.) is provided by the City from a place within the corporate limits of the City of St. Louis to the work site and back shall not be entitled to the commuting allowance.

(i) BOARD AND COMMISSION STIPENDS:

Title	Code	Stipend
Member, Airport Commission	1980-00-B	\$53 per meeting, up to 24 meetings a year
Member, Board of Adjustment	1981-00-B	\$75 per meeting
Member, Board of Air Pollution Appeals and Variance Review	1982-00-B	\$60 per meeting
Member, Board of Equalization	1983-00-B	\$150 per day
Member, Board of Engineers	1984-00-B	\$45 per meeting, up to 2 meetings a week
Member, Board of Examiners of Plumbers	1985-00-B	\$60 per month
Member, Board of Examiners of Fumigators	1986-00-B	\$45 per meeting, up to 3 meetings a month
Member, Board of Examiners of Sign Erectors	1987-00-B	\$45 per meeting, up to 3 meetings a month
Member, Board of Tax Appeals	1988-00-B	\$60 per meeting
Member, Civil Service Commission	1989-00-B	\$55 per meeting, up to 30 meetings a year
Member, Board of Building Appeals	1990-00-B	\$60 per meeting, up to 50 meetings a year
Member, Board of Building Code Review	1991-00-B	\$60 per meeting, up to 1 meeting a week
Member, Boiler Rules Committee	1992-00-B	\$45 per meeting
Member, Committee of Electrical Examiners	1993-00-B	\$45 per meeting, up to 15 meetings a year
Member, Committee on Plumbing Review	1994-00-B	\$45 per meeting, up to 15 meetings a year
Member, Demolition Contractors' Certification Board	1995-00-B	\$45 per meeting, up to 15 meetings a year
Member, Board of Merchants' and Manufacturers' Tax Equalization	1996-00-B	\$83 per day in session, up to 60 meetings during regular 12 week session, but not to exceed 105 meetings a year
Member, Board of Examiners of Sprinkler System Contractors	1997-00-B	\$83 per meeting, up to 15 meetings a year
Member, Board of Examiners for Mechanical Contractors	1998-00-B	\$45 per meeting
Member, Board of Noise Control Appeals	1999-00-B	\$53 per meeting

A person occupying a position as a member of a Board, Commission or Committee shall be paid at the per-day, per meeting or per month rate established above.

(j) The Director of Personnel may establish per performance rates of pay, hourly rates of pay, or rates of pay for units of work and the conditions for making of any such payments. Such per performance, hourly, or unit-of-work rates may be computed from the bi-weekly scales established in this ordinance. Per performance, hourly, or unit-of-work rates shall be established considering the nature of employment, community practices in compensating similar employment, and the purpose of the program for which the rate is established. Employees paid per performance, hourly, or unit-of-work rates of pay shall not be entitled to vacation, medical leave or holiday leave with pay or other benefits accorded employees paid a bi-weekly rate except that an appointing authority, with the prior approval of the Director of Personnel, and when sufficient funds have been appropriated for the fiscal year, may establish a modified level or type of benefit program when the provision of such benefit is needed in order to attract and retain sufficiently qualified employees to work in specific per performance, hourly, or unit-of-work assignments.

Appointing authorities are not permitted to utilize per performance and hourly employees as a method of replacing bi-weekly rate employees who would be entitled to employee benefits. Therefore, per performance and hourly employees will be limited to work an equivalent of ten (10) months of full time employment (1,733 hours) per year.

(k) The Director of Personnel may establish trainee rates of pay. Such trainee rates may be established on an hourly, per performance or bi-weekly basis and shall be less than the rate paid to a regular employee.

(l) The Director of Personnel, with the assistance of appointing authorities concerned, may establish rates and conditions under which compensation may be granted for periods of time during which an employee is away from the job site but restricted in his/her activities because of an assignment by the appointing authority to be available for a call to return to the work site to perform emergency duties. Pay rates and conditions established under the provisions of this Section 2(l) may include reasonable minimum pay guarantees for employees required to return to the work site to perform emergency duties. The provisions of this Section 2(l) shall not be construed to restrict the right of an appointing authority to establish call back procedures for employees as an established condition of employment.

(m) The Director of Personnel may authorize payment of special recruitment bonuses, travel, moving and related expenses to recruit employees for positions when funds for this purpose are appropriated to the Department of Personnel.

(n) The Director of Personnel may approve the payment of hiring incentives to current employees to recruit qualified personnel for positions that are difficult to fill. Hiring incentives shall be in any amount up to twenty-five percent (25%) of the annual salary of the position for which the recruitment is made.

(o) (1) An appointing authority, with the prior approval of the Director of Personnel, may establish cash awards or other incentives for an employee or group of employees to recognize and reward increased productivity or effectiveness. The incentives offered may include cash, paid time off, and such other reasonable incentives as the Director of Personnel may determine. Cash awards shall be made from the personal services appropriation of the unit, the account from which the employee's salary is paid or from a general appropriation for this purpose.

(2) The Director of Personnel, upon the request of the appropriate appointing authority, may establish a program of cash awards or other incentives, not to exceed ten percent (10%) of annual salary, paid as an addition to pay, for the purpose of providing additional compensation for employees who are fluent in a foreign language and who use this skill in the necessary and regular recurring performance of the duties of their position. Cash awards shall be made from the personal services appropriation of the unit, the account from which the employee's salary is paid or from a general appropriation for this purpose. Cash awards and incentives under this program shall be made in accordance with guidelines established by the Director of Personnel.

(3) Notwithstanding any other provision in this ordinance, the Director of Personnel is authorized to extend the maximum of the pay ranges by up to forty percent (40%) for the purpose of compensating positions which are extremely hard to fill.

(4) The Director of Personnel may provide an Employee Suggestion Program, which grants cash and other awards to recognize employee suggestions, which improve City services, operations or facilities. Cash awards to employees for suggestions resulting in tangible savings to the City shall not exceed ten percent (10%) of the annual tangible net savings. Cash awards and payments for other awards shall be made from an appropriation for a suggestion program or other appropriate account. Additionally, cash awards for suggestions shall be granted as an addition to pay, which does not change an employee's bi-weekly rate. The Employee Suggestion Program shall be administered in accordance with regulations established by the Director of Personnel. The Director of Personnel may establish an authority to evaluate suggestions and determine awards; the decisions of this authority shall be final.

(p) An employee who is appointed to a position requiring advanced technical skills or professional qualifications may be paid at a higher rate than prescribed for the class in Section 2 of this ordinance on recommendation of the appointing authority with the prior approval of the Director of Personnel. Such advancement shall be made solely on the basis that the employee possesses exceptional academic qualifications related to the duties of the position or that the employee is registered or certified by an organization or board recognized by the Director of Personnel to be especially suited, considering the duties of the position, and when such academic qualification, registration, or certification is not deemed a necessary qualification for the class of position.

The Director of Personnel may also establish other bonus, incentive, or reimbursement programs to encourage current employees to attain registration, licensure, certification, or proof of professional mastery when it is deemed to be in the best interest of the Classified Service, or when such credentials are clearly recognized as adding to the capability of individuals in that area. Incentives, bonuses, or reimbursements awarded under such programs do not result in an employee being ruled ineligible for bonuses or salary increases permitted under other sections of this pay ordinance.

(q) An appointing authority may, with the prior approval of the Director of Personnel, establish a program to reimburse, in whole or in part, expenses incurred by employees for the purchase of uniform apparel required in the performance of the duties of their positions, when funds have been budgeted therefore.

An appointing authority may exercise the option to furnish such uniform as may be required in the employee's performance of his/her duties.

The Director of Personnel may establish regulations relating to employees' eligibility for reimbursement for uniforms.

Further, when funds have been budgeted therefore, an appointing authority may authorize reimbursement to uniformed security or correctional employees of up to fifty dollars (\$50) per incident for damage to personal property sustained while the employee was directly engaged in quelling a disturbance while performing assigned and/or authorized duties during a shift. Employees whose pay is established under Section 2(d) of the ordinance may be reimbursed for damages to personal property sustained while in the course and scope of employment in accordance with Police Department policies.

(r) An appointing authority that requires employees to provide and maintain their own tools shall provide a tool replacement program and/or annual maintenance allowance, with the prior approval of the Director of Personnel.

(s) (1) Contingency assignment differential may be paid for certain assignments when immediate position coverage is needed for any unexpected reason (e.g. death, forced leave, emergency illness, etc.) in a higher pay grade, and shall be granted at the onset of the assignment, not to extend more than one pay period. The Director of Personnel will determine the assignments for which Contingency Assignment Differential will be paid. The assignment of an employee to said assignment having a contingency assignment differential will be determined by the appointing authority from an existing eligible list and will not constitute a promotion or advancement in pay. In addition, the removal of an employee from said assignment shall not constitute a demotion or reduction in pay. If an eligible list is not available, an appointing authority may submit to the Director of Personnel the name of the employee being considered for the assignment to determine if they meet the necessary minimum qualifications for the position being considered.

For an employee whose pay range is established in Section 2(a), 2(b) or 2(c), with the prior approval of the Director of Personnel, the contingency assignment differential will be ten percent (10%) of the employee's regular base bi-weekly rate added as an addition to pay for each bi-weekly period worked or one percent (1%) of the employee's regular base bi-weekly rate for each shift assignment covered, not to exceed one (1) pay period.

(2) Temporary assignment differential will be paid for certain assignments when a vacancy exists for any reason (e.g. separations, terminal vacation, leave of absence, military leave, etc.) in a position with a higher pay grade, and shall be granted for at least one (1) pay period but not more than thirteen (13) pay periods, and offset by any days that the employee by reason of absence is not fulfilling the assignment. The Director of Personnel will determine the assignments for which the temporary assignment differential will be paid. The assignment or removal of an employee from said assignment having a temporary assignment differential will be determined by the appointing authority and will not constitute a promotion, demotion, advancement, or reduction in pay. The intended employee must meet the minimum qualifications for the position to be assigned. The temporary assignment differential shall be computed as an addition to pay and not affect the employee's regular bi-weekly rate.

For an employee whose pay range is established in Section 2(a), 2(b) or 2(c), with the prior approval of the Director of Personnel, the temporary assignment differential will be ten percent (10%) of the employee's regular base bi-weekly rate added as an addition to pay for each bi-weekly period worked, not to exceed thirteen (13) pay periods. The Director of Personnel may require the establishment of a department policy on temporary assignment differential pay and must sign off on the policy prior to authorizing temporary assignment differential.

(t) City employees who are required by their appointing authority to routinely use their personal vehicle in the performance of their duties shall be compensated by receiving a vehicle maintenance and use allowance of two-hundred seventy dollars (\$270.00) per month.

SECTION 3. SUBSISTENCE AND MAINTENANCE CHARGES

Except as otherwise provided in this ordinance, a deduction shall be made on the payroll or a cash charge shall be collected for subsistence and maintenance provided to employees at a rate to be determined by the employee's department or agency head and the Comptroller of the City of St. Louis. The department or agency head shall establish reasonable charges or deductions which have been calculated and assessed with due consideration for all identifiable costs, including labor and overhead, but shall not exceed the actual cost of the items to the City. When the Department of Personnel determines that the duties and responsibilities of a position require an employee to occupy a room or apartment, there shall be no charge for such accommodations.

SECTION 4. SALARY RANGE LIMITATIONS

No employee in the Classified Service shall be paid at a rate lower than the minimum or higher than the maximum of the salary range established for the class to which his/her position has been allocated, except as otherwise provided in this ordinance.

SECTION 5. STARTING SALARY

(a) The rate of pay for an excepted position to be paid upon original appointment to the class shall be determined by the appointing authority for the excepted position.

(b) Except as otherwise provided in this ordinance, the minimum rate of pay for a position shall be paid upon original appointment to the class unless the Director of Personnel finds that it is difficult to secure the services of persons with minimum qualifications or experienced qualified persons at the minimum rate.

The Director may establish a recruitment rate for a single position or all positions in a class and authorize employment at an amount above the minimum but within the regular range of salary established for the class. When a recruitment rate is established for an entire class, employees already in such class may have their salaries adjusted to appropriate rates in the new range resulting from the establishment of the recruitment rate.

(c) In Skilled Trades classes, defined as those that have bona fide apprenticeship programs registered with the Department of Labor or documented attainment of equivalent apprenticeship programs, new hires who have completed such apprenticeship programs and attained journeyman status shall start at the special skills recruitment rate for the class if a special skills recruitment rate exists for the class. New hires in classes in the Trades Pay Schedule who have completed alternative training programs established and approved by the Director of Personnel, and attained journeyman status shall also be eligible for a starting salary at the special skills recruitment rate if such a rate exists for the class.

(d) Employees with permanent status who are eligible for reemployment as determined by the Rules of the Department of Personnel shall be reemployed at an appropriate rate within the new salary range which takes into consideration the employee's prior service in the position, as determined by the Director of Personnel.

SECTION 6.

PROMOTION, DEMOTION, REALLOCATION, TRANSFER AND TEMPORARY PROMOTION

An employee who is transferred, promoted, demoted, or whose position is reallocated after the effective date of this ordinance, shall have his/her rate of pay for the new position determined as follows:

(a) Promotion: This shall be defined as a change of an employee in the Classified Service from a position of one class to a position of another class with a higher pay grade or a higher starting minimum salary.

(1) When an employee is promoted to a position in the General, Professional, Management, or Trades Pay Schedule, the employee's current bi-weekly rate of pay shall be set at a rate which is five percent (5%) higher than the rate received immediately prior to the promotion or adjusted to the nearest step in the new pay matrix which is not less than but is closest to a rate which is five percent (5%) higher than the rate received immediately prior to promotion. An appointing authority, with the prior approval of the Director of Personnel, may increase the pay of an employee up to twenty percent (20%), adjusted to the nearest step, when such action is needed to attract experienced, qualified candidates for a position. Such salary determinations shall take into consideration the nature and magnitude of the accretion of duties and responsibilities resulting from the promotion. However, no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.

(2) Temporary Promotion: When an employee, whose salary range is established in Section 2(a) or 2(b), is certified and temporarily promoted to a vacant position, for a limited duration, the employee's current salary shall be adjusted as provided in Paragraph (a)(1) of this Section. Upon expiration of the temporary promotion, the employee shall be returned to his/her former rate of pay, adjusted by any increases the employee would have received in the absence of the temporary promotion. In no case shall the employee's salary be above the maximum of the salary range, unless otherwise provided for in this ordinance.

Employees whose salary ranges are established in Section 2(c) of this ordinance, upon receipt of a temporary promotion, shall be granted the new rank with a salary adjustment based on appropriate years of service in accordance with procedures established for a regular promotion. At the end of the temporary promotion, the employee shall be returned to the rank held immediately prior to the temporary promotion. The employee's rate of pay shall be based on the appropriate years of service.

(b) Demotion: This shall be defined as a change of an employee in the Classified Service from a position of one class to a position of another class which has a lower pay grade and a lower starting minimum salary.

(1) If an employee is demoted for disciplinary reasons in accordance with the Rules of the Department of Personnel and Civil Service Commission and established disciplinary procedures, his/her rate of pay shall be established at a rate within the range for the new position which is at least five percent (5%) lower than the rate received immediately prior to the demotion or reduced to the nearest step which is at least five percent (5%) lower than the rate received immediately prior to the demotion, except no employee shall be reduced below the minimum of the range unless otherwise provided for in this ordinance. The amount of the reduction shall be determined by the appointing authority, with the approval of the Director of Personnel.

(2) If an employee accepts a voluntary demotion, his/her current rate of pay shall be reduced within the range for the new position which is five percent (5%) lower, to the closest step, than the rate received immediately prior to demotion, except that employees who are in a working test period and demote to their previous class of position or pay grade, will return to the rate or step received immediately prior to the promotion, plus any adjustments as otherwise provided in this ordinance. No employee shall be paid less than the minimum nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.

(3) When an employee is demoted for reasons in the best interest of the City Service as determined by the Director of Personnel, his/her salary may be reduced by reason of the new salary range and grade with the prior approval of the Director of Personnel. If the salary of such employee is above the maximum for the new position the employee's salary shall not be increased so long as he/she remains in the position, except as otherwise provided by this ordinance.

(c) Reallocation:

(1) If the employee's position is reallocated to a class in a lower pay grade and the employee's rate of pay for the previous position is within the salary range of the new position, his/her salary shall remain unchanged or adjusted to the closest step provided the employee's rate of pay shall not be reduced.

(2) The salary of an employee whose position is allocated to a class in a higher pay grade shall be determined in accordance with the provisions of this Section 6(a)(1) relating to salary advancement on promotion.

(d) Transfer: The salary rate of an employee who transfers to a different position in the same class, or from a position in one class to a position in another class in the same pay grade, shall remain unchanged, provided that no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.

(e) Over Maximum: The salary of an employee, which is in excess of the maximum of the range prescribed by this ordinance for the class and grade to which his/her position has been allocated or may be reallocated, shall not be reduced by reason of the new salary range and grade. The salary of such employee shall not be increased so long as he/she remains in the class of position, except as otherwise provided by this ordinance.

SECTION 7. SALARY ADJUSTMENT

Salary adjustments for all employees in competitive positions shall be based on considerations of merit, equity, or success in fulfilling predetermined goals and objectives as herein provided.

(a) Competitive positions for which salary is established in Section 2(a) - General, Professional, and Management Schedule; or Section 2(b) - Trades Schedule:

(1) Any employee whose salary is established in Section 2(a) or 2(b) – General, Professional, Management, and Trades Pay Schedules, shall receive a service rating in accordance with the City's Service Rating Manual. The rating together with the standards of performance established in the rating manual shall determine eligibility for a two percent (2%) merit increase or in the second year, a one step within-range (merit) increase at intervals as outlined in the City's Service Rating Manual or other pay regulation(s) as determined by the Director of Personnel.

(2) Employees who are appointed to a position at the special skills recruitment rate in their respective pay range in the Trades Pay Schedule as a result of the completion of a bona fide apprenticeship program and attainment of journeyman status or alternative training program established and approved by the Director of Personnel, shall be advanced to the advanced salary rate or step of their respective grade upon completion of the working test period with satisfactory service as determined by the standards established in the Service Rating Manual.

(3) A non-exempt (Overtime Code 3 or 4) employee whose pay is established in Section 2(a) or 2(b) of this ordinance who receives an Overall Rating of "Unsuccessful" as defined by the City's Service Rating Manual, shall have his/her salary reduced as determined by the standards established in the City's Service Rating Manual, but not less than the minimum of the pay grade range.

(b) As used in this ordinance, "anniversary date" means the date following fifty-two (52) weeks of continuous service from the date of original appointment or from the date of the last salary adjustment, if other than a temporary reduction in pay for disciplinary reasons, a demotion or an across-the-board ordinance increase, an increase resulting from an authorized incentive program, or an upgrade of the classification concurrent with adoption of the ordinance. Absence from service as a result of any

authorized paid leave, suspensions, military leave, or family/medical leave will not interrupt continuous service. Absence from service for any other cause shall result in breaking continuity of service and establishment of a new anniversary date, except as otherwise provided in this ordinance. The Director of Personnel may authorize different anniversary dates for an employee or groups of employees.

(c) An appointing authority may evaluate the performance of an employee whose salary is established in Section 2(a) or 2(b) of this ordinance for the purpose of a salary adjustment only at intervals as described above except in the case of:

(1) Exceptional performance of duties:

With the prior approval of the Director of Personnel, the appointing authority in accordance with the Service Rating Manual, may advance the salary of an employee who demonstrates exceptional performance of duties after serving twenty-six (26) weeks of employment at the same rate in the salary range by not more than ten percent (10%) or to the closest step in the pay range which provides not more than a ten percent (10%) increase; this may be in addition to any merit increase received.

(2) Substandard performance of duties:

An appointing authority may reduce the salary of an employee whose level of performance is significantly diminished and no longer warrants payment at the current rate within the range as provided in the City's Service Rating Manual; providing the employee's salary is above the minimum of the range, established in Section 2(a) or 2(b) and allocated to Overtime Code 3 or Overtime Code 4.

The granting of any such increase or decrease in salary shall be made at the beginning of a payroll period, as determined by the Director of Personnel, following approval of such salary action.

(d) Competitive positions for which salary is established in Section 2(c) - Fire Department Schedule:

All employees in the Fire Department Pay Schedule shall have a service rating completed in accordance with the City's Service Rating Manual.

The salaries established in Section 2(c) of this ordinance shall be changed in accordance with Section 31 of Article XVIII of the City Charter concurrently with a change in the salaries for equivalent and corresponding ranks of officers of the Police force of the City of St. Louis.

Probationary Fire Privates shall be advanced to the rate for Fire Privates at the beginning of the first bi-weekly pay period following one (1) year of service. Probationary Fire Equipment Dispatchers shall follow the same schedule.

(e) Competitive positions for which salary is established in Section 2(d) – Police Department Schedule:

All employees in the Police Department Pay Schedule shall have a service rating completed in accordance with the City's Service Rating Manual.

Police Probationary Officers who successfully complete their working test period shall be advanced to the rate for Police Officer at the beginning of the first bi-weekly pay period during which such officer's one (1) year anniversary as a Probationary Police Officer occurs, excluding his/her initial time in training at the Police Academy.

(f) Excepted Positions: The pay of an employee in an excepted position shall be adjusted to any rate within the pay range at the discretion of the appointing authority for the excepted position.

(g) The Director of Personnel may approve, at the request of an appointing authority, adjustments to correct or mitigate serious and demonstrable internal pay inequities. Salary adjustments under this provision shall preclude adjustments to compensate or reward employees for long-term or meritorious service.

(h) The pay of any employee may be decreased as a disciplinary action by an appointing authority to a lower rate. Any such decrease shall be made in accordance with the established disciplinary procedures. The decrease shall not be greater than fifteen percent (15%) of the current salary rate. The decrease may be below the minimum of the pay range for the class. The appointing authority may determine the pay decrease shall be effective for a specific number of bi-weekly pay periods provided, however, that such decrease shall not be effective for more than thirteen (13) bi-weekly pay periods.

(i) An employee who is temporarily promoted shall be eligible for within range salary adjustments under provisions of this Section 7.

(j) The Director of Personnel may approve a within range salary adjustment or other incentives to retain employees in positions that are difficult to fill, or because of their unique requirements. Said adjustment may only be granted once during a twenty-six (26) week period.

SECTION 8. INCOME SOURCES

Any salary paid to an employee in the Classified Service shall represent the total remuneration for the employee, excepting reimbursements for official travel and other payments specifically authorized by ordinance. No employee shall receive remuneration from the City in addition to the salary authorized in this ordinance for services rendered by the employee in the discharge of the employee's ordinary duties, of additional duties which may be imposed upon the employee, or of duties which the employee may undertake or volunteer to perform.

Whenever an employee not on an approved paid leave works for a period less than the regularly established number of hours a day, days a week or days bi-weekly, the amount paid shall be proportionate to the hours in the employee's normal work week and the bi-weekly rate for the employee's position. The payment of a separate salary for actual hours worked from two (2) or more departments, divisions or other units of the City for duties performed for each of such agencies is permissible if the total salary received from these agencies is not in excess of the maximum rate of pay for the class.

SECTION 9. CONVERSION

(a) Pay schedules in Sections 2(a) and 2(b) in Ordinance 69189 and Section 2 in Ordinance 69617 shall continue in effect until the beginning of the first bi-weekly pay period starting after the effective date of this ordinance, and the rates to be paid to employees in positions of any classes for which a rate is established or changed in Section 2(a) and 2(b) of this ordinance shall become effective and be adjusted (if necessary) as follows:

(1) The salary of each employee whose pay range is established in Section 2(a) or 2(b) of this ordinance whose class has been allocated to a higher pay grade in the appropriate pay schedule as determined by the Director of Personnel shall have their current salary increased to a rate, rounded to the nearest whole dollar, which is not less than but is closest to a rate which is five percent (5%) higher than the rate received immediately prior to promotion, but not less than the minimum of the pay range, whichever is the greater.

(2) The salary of each employee whose pay range is established in Section 2(a)(2) and 2(b)(2) of this ordinance shall upon June 14, 2015 be placed in the matrix according to the respective pay grades at the step that is closest to their current salary. If an employee's salary is between steps, the employee's salary shall be placed at the higher step.

(b) No employee shall be reduced in salary by reason of the adoption of the new pay schedules in this ordinance.

(c) The salary of an employee serving in a trainee position, which remains above the new trainee rate for his/her position, shall remain unchanged.

(d) The Director of Personnel may establish a special conversion procedure for a class or position in the event that the Director determines that a serious inequity would be created by the application of the conversion procedures established in this Section 9.

(e) The Director of Personnel shall establish such procedures as needed to place this ordinance into effect and interpret its provisions.

SECTION 10. PAYMENT OF SALARIES

All compensation for positions in the Classified Service shall be paid bi-weekly. The Director of Personnel and Comptroller shall establish the procedure for listing employees on the various payrolls. The payment due each employee for service, except as otherwise provided, shall be made not later than sixteen (16) days after the end of the bi-weekly pay period. In the event that an employee is dismissed or has been employed for occasional or emergency work, the Comptroller may immediately pay the employee upon termination of service without waiting for the regular bi-weekly pay date of the Department, Division, Section, Office,

Agency, Board or Commission where the employee worked.

**SECTION 11.
CHANGES TO CLASSIFICATION PLAN**

Whenever the Department of Personnel finds it necessary to add a new class to the classification plan, the Director of Personnel shall allocate the class to an appropriate grade and schedule in this ordinance, recommend such change to the Civil Service Commission, and notify the Board of Aldermen of this action.

Whenever the Department of Personnel finds it necessary to change the overtime code of an existing class within the classification plan, the Director of Personnel shall change the overtime code, recommend such change to the Civil Service Commission, and notify the Board of Aldermen of this action.

Whenever the Department of Personnel finds it necessary to change the pay schedule of an existing class within the classification plan, the Director of Personnel shall allocate the class to the appropriate schedule in this ordinance, recommend such change to the Civil Service Commission, and notify the Board of Aldermen of this action.

The pay grade allocated to a class of position within the classification plan shall remain unchanged for the duration of the existing compensation ordinance. Whenever the Department of Personnel considers it necessary to change the pay grade of an established class of position, such adjustment can only be made concurrent with the adoption of a new compensation ordinance. Recommendation for the allocation of a new pay grade shall be made by the Director of Personnel to the Civil Service Commission for final approval by the Board of Aldermen.

**SECTION 12.
PAYROLL FORMS**

The Director of Personnel shall prescribe forms on which appointing authorities shall certify to the fact that a vacancy exists in a lawfully created position and to the lawful appointment of a person to fill the position. The Director of Personnel shall indicate on these forms the proper allocation of the position and the rate at which payment is to be made. When approved by the Director of Personnel and submitted to the Comptroller, these forms shall constitute authorization for the initial placing of a person's name on the payroll. The Comptroller shall not authorize any change in the rate of pay of an individual on the payroll unless approved by the Department of Personnel. The Comptroller shall provide the Department of Personnel with a copy of each payroll audited and found correct within twenty-one (21) days after audit and approval of the payroll by the Comptroller's Office.

**SECTION 13.
CERTIFICATION OF PAYROLL**

The appointing authority shall certify on each payroll or a subsidiary document that each person whose name appears on the payroll has been lawfully appointed at a salary provided by this ordinance and that the employee has actually worked the time for which he/she will be paid, subject to the provisions of this ordinance governing hours of work and leaves of absence in the Classified Service.

**SECTION 14.
MINIMUM WORK HOURS**

Each appointing authority shall establish procedures to assure that the employees under his/her supervision are actively engaged in the performance of the duties of their positions in accordance with the provisions of this section.

Each appointing authority shall submit to the Department of Personnel the work schedule established for each position in the work unit. Work schedule reports shall be submitted upon request of the Director of Personnel or whenever the appointing authority proposes to change the permanent work schedule of a position. The work schedule submitted by the appointing authority shall constitute the normal work schedule for the position when approved by the Director of Personnel.

All employees in the Classified Service shall be in attendance at their work in accordance with schedules established under the provisions of this Section 14, subject to other provisions of this ordinance with respect to hours, holidays, vacation, medical leave, furloughs, sick leave, military leave, and leaves of absence with or without pay.

(a) Employees whose salaries are established in Section 2(a) or 2(b): Forty (40) hours shall constitute the average minimum required weekly hours of service in an employment cycle under regular full-time employment for all City employees paid on a

bi-weekly basis occupying competitive positions in the Classified Service. The minimum daily and annual service required of such employees shall be in proportion to the average minimum weekly hours established.

Appointing authorities shall so arrange the time for reporting for work, for luncheon intermission, and for quitting work of the various employees under their jurisdiction so that the employees will actually be engaged in active performance of their duties for not less than the average minimum number of hours required.

(b) Management and Professional Employees: Appointing authorities for employees occupying full-time positions whose salaries are established in Section 2(a) of this ordinance shall initiate procedures to see that such employees are engaged in the performance of their duties on a full-time basis. Full-time employment for any employee whose classification is denoted in the Management Schedule or Professional Schedule shall be defined as an average of forty (40) hours per week of time devoted to the duties of the position on an annual basis.

(c) Uniformed Fire Personnel: Fifty-two (52) hours shall constitute the average required weekly hours of service in an employment cycle under regular full-time employment for all employees in the Division of Fire and Fire Prevention whose salaries are established in accordance with the provisions of Section 31 of Article XVIII of the City Charter, except that the appointing authority, with the approval of the Director of Personnel, may determine that the minimum work hours provision of Section 14(a) shall apply to employees in certain positions due to the nature of the assignment and/or scheduling requirements. The appointing authority shall so arrange the time for reporting for work and for quitting work of the various employees under the appointing authority's jurisdiction so that the employees will actually be engaged in the active performance of their duties for not less than the average number of hours required.

(d) The work period for employees whose pay is established in Section 2(d) of this ordinance is twenty-eight (28) days. The daily work period for an employee in the position of Police Probationary Officer and Police Officer is eight (8) hours which includes a thirty (30) minute meal period. The meal period is counted as working time; however, an officer unable to take a meal break will not receive additional compensation. The daily work period for an employee in the position of Police Officer Trainee is eight (8) hours. Additionally, Police Officer Trainees shall receive a thirty (30) minute unpaid meal period that shall not be counted as part of their daily work period or work day.

SECTION 15. OVERTIME

(a) The Department of Personnel shall determine those positions in the Classified Service of the City of St. Louis which are exempt from overtime compensation and those positions which are not exempt from overtime compensation. The overtime codes established for each class in Section 1(a) of this ordinance shall be interpreted as follows:

OVERTIME CODE (OVTM):

1. These classes are primarily managerial in nature, but may also include some professional or administrative classes that are ineligible for overtime pay under all but emergency conditions as described in Section 15(d) of this ordinance.
2. These are supervisory, professional, and administrative classes that are exempt from overtime compensation, but which the City compensates for overtime at the straight (1.0x) time rate.
3. These are non-exempt classes that receive overtime compensation at the one and one-half (1.5x) time rate.
4. These non-exempt classes work an average bi-weekly work schedule of 84 hours and, therefore, receive overtime compensation at the one and one-half (1.5x) time rate.

Appointing authorities are prohibited from changing employee work schedules to avoid the payment of overtime.

For purposes of determining overtime pay rates for non-exempt employees, the regular hourly rate of pay shall be used.

Any employee in a class which has been allocated to Overtime Code 4 (non-exempt) in Section 1(a) of this ordinance shall be compensated for overtime by granting the employee pay or compensatory time off at the one-and one half (1.5x) time rate. Each appointing authority shall designate and submit to the Director of Personnel the official work week or work cycle for all non-exempt (Code 4) positions in the work unit. Whenever a non-exempt (Code 4) employee works in excess of forty (40) hours in a work week, the employee will be paid at the one and one half time (1.5x) rate. The average number of scheduled hours in a bi-weekly pay period

shall not be less than eighty-four (84) for full-time employment. The regular hourly rate of pay for a non-exempt (Code 4) bi-weekly paid employee shall be determined by dividing the employee's regular bi-weekly rate of pay by the average number of regularly scheduled hours of work in a bi-weekly pay period. In addition to the actual hours worked, vacation, and compensatory time only shall count as hours worked for the purpose of determining eligibility for overtime compensation.

Any employee in a class which has been allocated to Overtime Code 3 (non-exempt) in this ordinance shall be compensated for overtime work in accordance with the provisions of this section. Each appointing authority shall designate and submit to the Director of Personnel the official work week and schedule or work cycle for all non-exempt positions in the work unit. The average number of scheduled hours in a bi-weekly pay period shall not be less than eighty (80) for full-time employment.

Whenever an Overtime Code 3 employee whose pay matrix is in Section 2(a) or 2(b), works hours in excess of the maximum established for an official work week or work cycle, usually forty (40) hours in a work week such hours shall be paid at the one-and-one-half time (1.5x) rate. In addition to the actual hours worked, vacation, and compensatory time only shall count as hours worked for the purpose of determining eligibility for overtime compensation.

Overtime Code 3 employees whose pay matrix is in Section 2(c) of this ordinance who are working a nineteen (19) day work cycle are eligible to receive overtime after one hundred forty-four (144) hours are worked in a work cycle, except that the Fire Department shall pay overtime for emergency work at the end of a shift or emergency work required on a separate, non-scheduled day, even if the total number of hours worked in the work cycle is not in excess of one hundred forty-four (144) hours. However, these employees shall not receive additional compensation for regularly scheduled hours in excess of one hundred forty-four (144) hours if they do not actually work more than one hundred forty-four (144) hours in the work cycle because of paid leave (vacation, compensatory time and "O" days will count toward required minimum hours worked to qualify for overtime). Days scheduled off to reduce average work week to fifty-two (52) hours, compensatory time, vacation, "O" days and holiday time shall be scheduled consistent with a reasonable vacation and holiday leave policy to avoid the necessity of actually working more than one hundred forty-four (144) hours during any work cycle.

Police Officer Trainees, Police Probationary Officers and Police Officers – whose pay is established in Section 2(d) of this ordinance shall be paid overtime, defined as one and one-half times (1.5x) the employee's regular standard rate of pay, for all hours worked in excess of their eight (8) hour work day or any hours worked on a scheduled day off. Only hours actually worked shall count toward overtime pay.

Police Sergeants – whose salary is established in Section 2(d) of this ordinance shall be paid overtime, as defined as one and one-half times (1.5x) the employee's regular standard rate of pay, for all hours actually worked in excess of one hundred seventy-one (171) hours in a twenty eight (28) day work period.

(b) Any employee in a class which has been allocated to Overtime Code 2 in Section 1(a) of this ordinance shall be compensated for overtime by granting the employee pay or compensatory time off at the straight (1.0x) time rate. Each appointing authority shall designate and submit to the Director of Personnel the official work week or work cycle, which is usually forty (40) hours, for all exempt (Code 2) positions in the work unit. Whenever a full-time employee in an exempt (Code 2) position is directed by management, with the approval of the appointing authority, to work hours in excess of the maximum established for an official work week or work cycle it shall be considered overtime. In addition to the actual hours worked, vacation, and compensatory time only shall count as hours worked for the purpose of determining eligibility for overtime compensation. Straight time (1.0x) overtime shall be compensated at the employee's regular hourly rate of pay, or by granting the eligible employee compensatory time off at the rate of one (1) hour for each hour of overtime worked. The average number of scheduled hours in a bi-weekly pay period shall not be less than eighty (80) for full-time employment. The regular hourly rate of pay for an exempt (Code 2) bi-weekly paid employee shall be determined by dividing the employee's regular bi-weekly rate of pay by the average number of regularly scheduled hours of work in a bi-weekly pay period.

(c) Part-time bi-weekly paid employees and employees paid on an hourly or per performance basis shall be compensated for overtime work in accordance with the overtime provisions of this section and with consideration for community practices in compensating similar employment.

(d) An appointing authority may compensate Overtime Code 1 employees at the straight-time (1.0x) rate, when both of the following conditions exist: 1) the Mayor of the City of St. Louis declares an emergency due to serious and protracted conditions which threaten continuous City Service, preservation of public peace, health, or safety, and 2) the appointing authority directs an employee or group of employees to work in excess of forty (40) hours per week. The appointing authority shall maintain attendance records of the assignment(s) and submit such records at the request of the Director of Personnel.

(e) Employees who wish to use compensatory time earned in lieu of pay must make their request in writing at least twenty-four

(24) hours in advance of the day or days requested. The appointing authority shall keep in mind the staffing needs of the department when granting time off, but in any case time off will not be unreasonably denied.

Pay shall be the regular method of compensation for recorded overtime hours of work for employees in classes with Overtime Code 3 and Overtime Code 4. However, an appointing authority shall compensate a non-exempt bi-weekly paid employee for overtime work by granting the employee compensatory time off in lieu of pay only if the employee requests compensatory time, in writing.

Employees engaged in public safety, emergency response or seasonal activity as defined by the Director of Personnel may have a maximum balance of two hundred forty (240) hours of compensatory time; except that Police Officer Trainees, Police Probationary Officers, Police Officers, and Police Sergeants shall only be allowed to accumulate up to forty (40) hours of compensatory time. All other employees are allowed a maximum balance of one hundred twenty (120) hours of compensatory time excluding compensatory time earned for working on a holiday. These maximum balances of compensatory time shall apply to employees working an average work week of forty (40) hours; the maximum balance of compensatory time for employees whose average work week is more or less than forty (40) hours shall be proportionate. No provision of this section establishing a maximum balance of compensatory time shall serve to cancel any compensatory time due to an employee or to deny an employee payment for recorded compensatory time earned in accordance with the provisions of the compensation ordinance in effect at the time the compensatory time was earned.

Each appointing authority shall establish procedures to assure that non-exempt employees are promptly granted time off when such employees request to use their earned compensatory time. Appointing authorities may not deny non-exempt employees' requests for earned compensatory time off except when such approval would create an extreme business hardship. For employees occupying the position of Police Officer Trainee, Probationary Police Officer, and Police Officer compensatory time may be used at such times and in such blocks as are mutually agreed upon between the supervisor and the employee and it shall not be unreasonably denied by the supervisor if operating requirements will not be adversely effected. When an appointing authority determines that the work schedule of the organization will not permit the granting of such time off, the appointing authority shall pay the employee in that same pay period for all or a portion equivalent to the time requested of the employee's accrued compensatory time. This provision requiring the prompt granting of requested time off applies only to compensatory time that is earned as a result of the employee working overtime; it does not apply to compensatory time earned as a result of an incentive program or bonus award program.

Compensatory time earned by exempt employees shall be granted at the discretion of the appointing authority and upon request of the employee.

(f) Before an employee is transferred, promoted or demoted from a position under one appointing authority to a position under another appointing authority or to another unit with a different appropriation, all compensatory time shall be granted or paid. Upon termination all compensatory time shall be paid. Upon the death of an employee, the person or persons entitled by law to receive any compensation due to the employee shall be paid any amount due to the employee on the date of death.

(g) All departments shall keep daily attendance records of classified employees and shall submit periodic reports of: 1) unexcused absences and leaves; 2) overtime earned, granted, and paid; or 3) the nonoccurrence of same to the Director of Personnel in the form and on the dates specified.

SECTION 16. HOLIDAYS

(a) Classified employees working full-time who are paid a bi-weekly rate shall be entitled to leave with pay, pay, or compensatory time off in lieu of pay or paid leave for regularly scheduled work on the following designated holidays:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Years Day
Third Monday in January	Rev. Martin Luther King Jr. Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas Day

In addition to the above enumerated designated holidays, full-time classified employees shall be entitled to leave with pay, pay, or compensatory time off in lieu of pay as established by this Section 16 on any day or partial day the Mayor declares by proclamation the closing of City offices.

Employees working full-time and paid a bi-weekly rate whose pay is established in Sections 2(a) or 2(b) of this compensation ordinance shall receive leave with pay, pay or compensatory time off in lieu of pay as holiday compensation in an amount that is proportionate to the number of hours the employee is regularly scheduled to work in a day or shift. For example: Employees working an average of forty (40) hours a week, five (5) days a week, eight (8) hours a day shall receive eight (8) hours of compensation for the holiday; employees working an average of forty (40) hours a week, four (4) days a week, ten (10) hours a day shall receive ten (10) hours of compensation for the holiday.

When the day of observance of a holiday is changed by State or Federal law, it will be so observed by the City of St. Louis. When the day of observance of a holiday is changed by State or Federal executive action, the Mayor shall determine the day of observance by the City of St. Louis. When one of the above enumerated holidays occurs on Sunday, the following Monday shall be observed as the holiday. When one of the above holidays occurs on Saturday, the preceding Friday shall be observed as the holiday.

(b) In addition to the above ten (10) designated holidays, employees in Section 2(a) and 2(b) of this ordinance who were employed by the Board of Police Commissioners immediately prior to September 1, 2013 and did not, or do not hereafter, promote or demote to another department or division shall receive five (5) personal (discretionary) holidays which shall be scheduled in accordance with department policies; Police Department civilian employees hired on or after September 1, 2013 shall receive no personal (discretionary) holidays.

In addition to pay for hours physically worked on an official holiday, including any overtime to which the employee is entitled under the pay ordinance, employees in Section 2(a) and 2(b) of this ordinance who were employed by the Board of Police Commissioners immediately prior to September 1, 2013 and remain employed by the Police Department will receive four (4) hours of compensatory time if they are required to work a full eight (8) hour shift that begins on any of the following days:

- January 1
- Last Monday in May
- July 4
- First Monday in September
- Fourth Thursday in November
- December 25

In addition to any pay for hours physically worked, including any overtime to which the employee is entitled under the pay ordinance, employees in Section 2(a) and 2(b) of this ordinance who were employed by the Board of Police Commissioners immediately prior to September 1, 2013 and remain employed by the Police Department who are required to work the afternoon, evening overlay, or night watch on December 31 will receive four (4) hours of compensatory time.

(c) In addition to the above ten (10) designated holidays, employees in Section 2(d) shall receive an additional five (5) personal holidays which shall be scheduled in accordance with Police Department policies.

In addition to pay for hours physically worked on an official holiday, including any overtime to which the employee is entitled under the pay ordinance, employees in Section 2(d) of this ordinance will receive four (4) hours of compensatory time if they are required to work a full eight (8) hour shift that begins on any of the following days:

- January 1
- Last Monday in May
- July 4
- First Monday in September
- Fourth Thursday in November
- December 25

In addition to any pay for hours physically worked, including any overtime to which the employee is entitled under the pay ordinance, employees in Section 2(d) of this ordinance and Police Officer Trainees, who are required to work the afternoon, evening overlay, or night watch on December 31 will receive four (4) hours of compensatory time.

The compensatory time earned on these days will be banked in an account separate from other overtime hours earned.

Compensatory time earned for working on authorized days during any calendar year must be taken by December 31 of the following calendar year or be forfeited. Requests to take compensatory time off must be approved by the Unit Commander. Compensatory time off may be taken only in increments of one (1) hour.

(d) Each appointing authority shall determine the manner of granting holidays and shall report his/her determination to the Department of Personnel, if required by the Director of Personnel. When full-time employees, whose pay is established in Section 2(a) or 2(b) of this compensation ordinance, excluding employees of the Police Department, are required to work on a holiday they shall be entitled to compensation for the holiday and the hours actually worked. Compensation for the holiday shall be in an amount proportionate to the number of hours an employee is regularly scheduled to work in a day or shift.

Except as otherwise provided in this section, when a City holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to have compensatory time added to his/her balance in an amount proportionate to the number of hours regularly scheduled in a day or shift.

Employees of the EMS Service, whose positions are classified as EMS Dispatcher, EMS Lead Dispatcher, EMT, Paramedic, or Paramedic Crew Chief, will be compensated with pay in lieu of compensatory time for all holidays and receive twelve (12) hours of personal day leave.

If an employee is docked from the payroll for one hour or more on the full scheduled workday preceding a holiday, the full scheduled work day following a holiday, or on a scheduled holiday, the employee shall not be compensated for the holiday.

The holiday compensation procedures established by this Section 16 shall apply to full-time classified employees paid a bi-weekly rate. Part-time bi-weekly rate employees shall be compensated for holidays in proportion to the percentage of time they are regularly scheduled to work. Employees paid on an hourly or per performance basis shall not be entitled to holiday compensation, except as otherwise provided in this ordinance.

In the event that the holiday schedule established in this Section 16 is revised, employees who are granted compensatory time in lieu of all holidays shall have their leave benefits adjusted accordingly. The Director of Personnel may establish additional or alternate holiday leave policies for employees occupying public safety positions which qualify for the special overtime pay provisions under Federal law or for employees with official work schedules authorized by the Director of Personnel which exceed the normal forty (40) hour weekly work schedule. Procedures developed in compliance with this Section 16 shall be designed to treat employees in the same manner who work substantially equivalent work schedules.

Employees whose pay is established in Section 2(c) of this ordinance and are Overtime Code 3 shall be entitled to one hundred twenty (120) hours of compensatory time off in lieu of all holidays occurring in a calendar year. Employees whose pay is established in Section 2(c) of this ordinance and are Overtime Code 1 or 2 shall be entitled to one hundred four (104) hours of leave with pay or compensatory time off in lieu of all holidays occurring in a calendar year. Because of the necessity of maintaining the work schedule of such employees, the Director of Personnel, in cooperation with appointing authorities concerned, shall establish procedures for holiday compensation for such employees who are regularly required to work on holidays. Such procedures shall be designed to treat all employees in the class who work a substantially equivalent schedule in the same manner.

Employees whose pay is established in Section 2(c) of this ordinance shall receive five (5) days of paid leave which shall be referred to as "O" Days.

SECTION 17. VACATION

Vacation leave with pay shall be granted to employees paid a bi-weekly rate in permanent competitive positions working fifty percent (50%) time or more. The Director of Personnel may establish additional guidelines and policies to govern the administration of vacation leave benefits in the Classified Service.

(a) Vacation hours shall be granted to employees whose pay is established in Section 2(a), 2(b), or 2(c) with an appointment date before April 23, 1989 as follows. This excludes all civilian employees hired by the Board of Police Commissioners prior to 9/1/2013.

Length of Cumulative Service	PAY ESTABLISHED IN SECTION 2(a) or 2(b)		PAY ESTABLISHED IN SECTION 2(c)	
	Bi-Weekly	Annual	Bi-Weekly	Annual
	Accrual Rates	Equivalent	Accrual Rates	Equivalent
1 but less than 5 years	5	130	3	78
5 but less than 10 years	6	156	5	130
10 but less than 15 years	7	182	6	156
15 but less than 20 years	8	208	7	182
20 or more years	9	234	8	208

Employees employed before July 18, 2010 whose pay is established in Section 2(a), 2(b) or 2(c) of this ordinance completing five (5) years of cumulative service, ten (10) years of cumulative service, fifteen (15) years of cumulative service, or twenty (20) years of cumulative service shall have forty (40) hours of vacation added to their existing balance. This excludes all civilian employees hired by the Board of Police Commissioners prior to 9/1/2013.

(b) Vacation hours shall be granted to employees whose pay is established in Section 2(a), 2(b), or 2(c) with an appointment date on or after April 23, 1989 as follows. This excludes all civilian employees who were employed by the Board of Police Commissioners prior to 9/1/2013.

Length of Cumulative Service	PAY ESTABLISHED IN SECTION 2(a) or 2(b) or (c)	
	Bi-Weekly	Annual
	Accrual Rates	Equivalent
1 but less than 5 years	3	78
5 but less than 10 years	5	130
10 but less than 15 years	6	156
15 but less than 20 years	7	182
20 or more years	8	208

Employees employed before July 18, 2010 whose pay is established in Section 2(a), 2(b) or 2(c) of this ordinance completing five (5) years of cumulative service, ten (10) years of cumulative service, fifteen (15) years of cumulative service, or twenty (20) years of cumulative service shall have forty (40) hours of vacation added to their existing balance. This excludes all civilian employees hired by the Board of Police Commissioners prior to 9/1/2013.

(c) Employees employed on or after July 18, 2010 will not have the 40 hours added to their vacation balance upon completion of five (5) years of cumulative service, ten (10) years of cumulative service, fifteen (15) years of cumulative service, or twenty (20) years of cumulative service.

(d) Employees whose pay is established in Section 2(a) or 2(b) hired by the Board of Police Commissioners before 9/1/2013 shall earn vacation time in accordance with the following schedule on employment anniversary dates as follows:

<u>Completed Years of Service</u>	<u>Vacation Leave</u>
1 – 11 years	Three weeks
12 – 20 years	Four weeks
21 – 29 years	Five weeks
30 years +	Six weeks

(e) Police Department employees whose pay is established in Section 2(a) or 2(b) who were hired on or after 9/1/2013 shall accrue vacation hours as listed below:

Length of Cumulative Service	PAY ESTABLISHED IN SECTION 2(a) or 2(b)	
	Bi-Weekly Accrual Rates	Annual Equivalent
1 but less than 5 years	3	78
5 but less than 10 years	5	130
10 but less than 15 years	6	156
15 but less than 20 years	7	182
20 or more years	8	208

(f) Employees whose pay is established in Section 2(d) of this ordinance and employees whose pay is established in Section 2(a) or 2(b) and were employed by the Board of Police Commissioners immediately prior to September 1, 2013 and remain so employed and/or do not promote or demote to another department or division shall earn vacation time in accordance with the following schedule on employment anniversary dates as follows:

<u>Completed Years of Service</u>	<u>Vacation Leave</u>
1 – 11 years	Three weeks
12 – 20 years	Four weeks
21 – 29 years	Five weeks
30 years +	Six weeks*

*Must serve the Police Department for thirty (30) years or more and be eligible to participate in the deferred retirement option plan.

For the purpose of this section, one week will consist of forty (40) work hours plus additional recreation time totaling seven (7) days.

(1) For employees whose pay is established in Section 2(d), forty (40) hours of vacation leave may be taken in one (1) hour increments.

(2) Vacation time is accrued on an hourly basis. No employee will be entitled to or allowed to take any vacation until ninety (90) days of continuous employment from the date of employment.

(3) Employees in their first year of employment will accrue at the hourly equivalent of three (3) weeks per year. An employee beginning work on July 1 (midway through the calendar year) would accrue 7.5 days of vacation that could be used beginning January 1. The following January 1 the employee would be eligible for a full vacation with pay as indicated in paragraph (2) above.

(4) Employees will receive four (4) weeks of vacation in the calendar year in which their twelfth anniversary date occurs; however, the fourth week of vacation will not be earned or taken until after the twelfth anniversary date at which time the fourth week of vacation will be added to the employees vacation balance and their accrual rate adjusted so that the following calendar year four (4) weeks of vacation will be available.

(5) Employees will receive five (5) weeks of vacation in the calendar year in which their twenty-first anniversary date occurs; however, the fifth week of vacation will not be earned or taken until after the twenty-first anniversary date at which time the fifth week of vacation will be added to the employee's vacation balance and their accrual rate adjusted so that the following calendar year five (5) weeks of vacation will be available.

(6) Employees will receive six (6) weeks of vacation in the calendar year in which their thirtieth anniversary date occurs; the sixth week of vacation will not be earned or taken until after the thirtieth anniversary date at which time the sixth week of vacation will be added to the employees vacation balance and their accrual rate adjusted so that the following calendar year six (6) weeks of vacation will be available.

(g) All references in this ordinance, except as otherwise noted, to accrual rates, additions to, and accrual maximums for vacation are for employees working a scheduled work week of forty (40) hours. Vacation rates, additions and maximums shall be computed on a proportionate basis for employees whose average work week is more or less than forty (40) hours. When an eligible

employee's scheduled work week is changed, the employee's rate of accrual shall be changed proportionately. All references in this ordinance to cumulative service for vacation shall mean cumulative service without a break in service of more than one year, except as provided otherwise in this ordinance. No employee who works less than fifty percent (50%) time or who is serving in a limited-term position shall be eligible to accrue vacation.

(h) (1) The maximum vacation balance for those working an average work week of forty (40) hours shall be six hundred (600) hours, except for employees whose pay is established in Section 2(d) of this ordinance and for employees whose pay is established in Sections 2(a) and 2(b) or this ordinance who were employed by the Board of Police Commissioners immediately prior to September 1, 2013, and remain employed, and do not promote or demote to another department or division except as stated otherwise in this ordinance. Vacation accrual maximums for those working more or less than forty (40) hours per week, but at least fifty percent (50%) time.

(2) For employees whose salary is set forth in Section 2(d) of this ordinance and for employees whose pay is established in Sections 2(a) and 2(b) and who were employed by the Board of Police Commissioners immediately prior to September 1, 2013 and remain employed and who do not promote or demote to another department or division maximum vacation balances and carryover vacation days that may be accumulated from year-to-year and be taken in subsequent years are subject to the following limitations:

Annual No. Hours Vacation To Which Entitled	Maximum No. Hours Vacation Which Can Be Carried Forward
120	120
160	160
200	200
240	240

(3) When an employee's full-time average work week is changed, the maximum vacation balance shall be changed proportionately. In addition, the employee shall have his/her current vacation balance adjusted so that the vacation shall maintain the same position relative to the new maximum balance as existed with the employee's previous maximum balance. Accrual of vacation shall cease when an employee accumulates the maximum vacation balance established for the assigned work schedule and shall not resume until the vacation balance is less than the maximum amount.

(i) Accrual of vacation shall begin and be credited upon the first bi-weekly pay period and each pay period thereafter but employees must complete the entire pay period to accrue the vacation leave at the end of said pay period:

- (1) of appointment;
- (2) of return to duty from leave of absence;
- (3) of restoration to employment of one-half (50%) time or more.

Vacation leave shall be granted in whole hour units. On termination of service, any fractional hour shall be made whole. The accrual of vacation leave shall cease at the employee's last day at work.

(j) Appointing authorities shall be responsible for establishing all vacation leave schedules, but may not discipline employees by imposing unusual vacation schedules. Vacation shall be granted to the employee as provided by this ordinance in one of the following ways:

- (1) When the employee requests vacation leave in accordance with departmental policies
- (2) When directed to take paid time off by the appointing authority.
- (3) When an employee is terminated or resigns from the Classified Service.

(4) When an employee whose salary is established in Sections 2(a), 2(b), 2(c) or 2(d) reaches the established maximum accrual and would cease accruing vacation, and notifies the appointing authority in writing of his/her intention to schedule vacation. Such notice shall be at least seven (7) days prior to the first work day the employee intends to take off. If the appointing authority fails to establish a different vacation schedule, the employee may take the paid leave, which was proposed in writing.

- (5) With the approval of the appointing authority, an employee may request and receive payment from the appointing

authority for forty (40) hours of vacation accrual in lieu of scheduling paid leave provided that the full vacation allowance for that year is not exceeded. This may be done a maximum of once in each calendar year. Management employees may request payment from the appointing authority for up to an additional forty (40) hours of their vacation accrual balances in lieu of scheduling paid leave if their schedules do not permit them to be absent from work. Employees whose pay is established in Section 2(c) of this ordinance may request payment for up to ninety-six (96) hours of vacation. These requests are subject to the prior approval of the Director of Personnel.

(k) During the first twelve (12) months of employment, unless stated otherwise in this ordinance, accrued vacation may be granted to an employee provided that the employee has completed six (6) months of continuous service. When the service of an employee is terminated after twelve (12) months of continuous service, any accumulated vacation that is due the employee shall be paid. When employment is terminated before completing twelve (12) months of continuous service, any previously advanced vacation leave shall be deducted from the employee's final pay.

(l) Employees who separate from the Classified Service, who are certified from a reemployment list, and who return to the Classified Service within twenty-four (24) months of the separation, will be given credit for prior continuous service in determining the vacation accrual rate in accordance with Section 17(a), 17(b), 17(d), 17(e), or 17(f) of this ordinance and based on the date of the employee's original appointment.

(m) Employees who move to the Classified Service from the Unclassified Service shall be given credit for the years of service in the Unclassified Service in determining the vacation accrual rate in accordance with Section 17(a) or 17(b) of this ordinance and based on the date of the employee's original appointment.

(n) Employees who return to work from a "reemployment from layoff" eligible list shall be eligible to use vacation as soon as it is accrued, unless stated otherwise in this ordinance, provided the employee has completed six (6) months of continuous service prior to the layoff and with approval of the appointing authority. An employee who has completed less than six (6) months of continuous service will be required to complete the remaining portion of the six (6) months period before being eligible to use vacation.

Any such reemployed worker shall be given credit for prior continuous service in determining the employee's vacation accrual rate in accordance with the schedule established in Section 17(a), 17(b), 17(d), 17(e), or 17(f) of this ordinance and based on the employee's original appointment. A Commissioned Officer who retires and is rehired as a civilian employee will be considered a new employee for vacation purposes.

(o) Appointing authorities shall be responsible for the management of their vacation schedules so as to most effectively administer their organizations and fulfill the desire of employees in the establishment of leave schedules.

(p) Accrued vacation shall be carried with an employee when transferred, promoted, or demoted from a position under one appointing authority to a position under another appointing authority without a break in service or change in method of pay. Upon the death of an employee, the person or persons entitled by law to receive any compensation due the employee shall be paid the amount due the employee for accrued vacation.

(q) With the approval of the appointing authority, a retiring employee may be paid on the payroll for accrued vacation in the month prior to retirement without inclusion in the employee's final average compensation. An appointing authority may pay previously accrued vacation off in a lump sum to an employee whose service with the City has terminated. Such payment shall be made on the employee's last regular paycheck. The lump sum payment shall include compensation for any holidays occurring during the employee's terminal vacation leave period.

(r) Employees occupying excepted positions in the Classified Service shall be granted vacation at the discretion of their appointing authority. An employee whose term in an excepted position ends and who is then appointed to a permanent competitive position working fifty percent (50%) time or more shall become eligible to accrue vacation leave with pay upon appointment to the competitive position. Length of cumulative service for the purpose of determining rate of vacation leave accrual shall be based on the employee's original date of appointment to the excepted position, providing there was no break in service between expiration of the excepted position and appointment to the permanent competitive position. The date of appointment to the permanent competitive position shall be used to determine the appropriate rate of vacation accrual for the corresponding length of cumulative service in accordance with the schedule established in Section 17(b).

(s) Appointing authorities shall report leave with pay for vacation and such other authorized absences as the Director of Personnel shall designate to the Department of Personnel in such form and at such time as the Director of Personnel may require.

**SECTION 18.
SICK LEAVE**

- (a) Employees (non-Police Department employees) ceased accruing sick leave beginning July 18, 2010. Thereafter, an employee may choose to use his/her sick leave in accordance with regulations established by the Director of Personnel.
- (b) An active employee who is a member of the Employees Retirement System or the Firemen's Retirement System of the City of St. Louis, and who applies for retirement and immediately retires from active service, shall receive payment for his/her sick leave balance less any sick leave credited or paid to a member or used in the calculation of retirement benefits under this or any other ordinance(s). If the Employees Retirement System or Firemen's Retirement System provides for sick leave to be credited or paid to a member or used in the calculation of retirement benefits, this payment shall be limited to a maximum of fifty percent (50%) of the value of the employee's sick leave balance. If the Employees Retirement System of the City of St. Louis provides for sick leave to be credited or paid to a member or used in the calculation of retirement benefits, this payment shall be fifty percent (50%) of the value of the employee's sick leave balance at time of retirement.
- (c) If a member of the Employees Retirement System or the Firemen's Retirement System of the City of St. Louis who had been otherwise eligible for Normal or Early Service Retirement dies his/her estate may receive payment based on the calculation above on the employee's sick leave balance, if any. Payment shall be made in accordance with the procedures established by the Director of Personnel.
- (d) An employee who is reemployed from an authorized layoff shall have his/her prior sick leave balance if any restored, provided this balance has not be used in the determination of pension benefits paid to the retiree.
- (e) Commissioned officers will be granted sick leave at the rate of eight (8) hours on the first day of each calendar month, for a total of ninety-six (96) hours per calendar year, provided he/she has been employed as a full time employee for the previous twelve (12) month period. For such employees, military reinstatement will be granted eight (8) hours of sick leave on the first day of the calendar month following the date of their reinstatement. In addition, military reinstatements will be credited, on the date of their reinstatement, with the number of sick leave credits accumulated prior to entering the military. Officers hired prior to April 20, 2011 may earn and bank sick leave hours on an unlimited basis until termination from the Department.
- (f) Commissioned officers hired prior to April 20, 2011 with thirty (30) years of service and possessing 2,200 accrued sick leave hours, will receive compensation for one-half of their accumulated sick leave hours. Officers hired prior to April 20, 2011 who have at least twenty (20) years of service who possess 1,600 accrued sick leave hours, will receive compensation for one-fourth of their accumulated sick leave hours, and also receive 173.33 hour pay (2080 hours divided by 12). All other officers hired prior to April 20, 2011 terminating their employment with the Department will receive compensation for one-fourth of their accumulated sick leave hours at the time of termination. These benefits are not granted to employees who have pled guilty, been found guilty or otherwise convicted of a crime prior to termination.
- (g) All Commissioned officers, excluding Police Officer Trainees, shall accumulate sick bonus time.
- (h) There shall be no advancement of paid sick leave. Sick leave shall be paid at full pay at the current rate of compensation.

**SECTION 19.
MEDICAL LEAVE**

- (a) Medical leave with pay shall be granted to bi-weekly rate employees in permanent competitive positions working fifty percent (50%) time or more in accordance with regulations and procedures established by the Director of Personnel.
- (1) All employees, unless otherwise stated in this ordinance, shall accrue three (3) hours of medical leave for each bi-weekly pay period of employment but must complete the entire pay period to accrue the medical leave at the end of said pay period. This accrual rate is established for employees working an average work week of forty (40) hours. Medical leave shall be computed on a proportionate basis for employees whose average work week is more or less than forty (40) hours. An eligible employee may be granted paid medical leave by his/her appointing authority after completing twenty-six (26) weeks of continuous service.
- (2) Employees in Section 2(a) or 2(b) hired by the Police Department on or after 9/1/2013 shall accrue medical leave as stated above in Section 19(a)(1).
- (3) Employees in Section 2(a) or 2(b) hired by the Board of Police Commissioners before 9/1/2013 shall be entitled

to all of the sick and medical leave accrued during such employment. Employees in this group shall earn eight (8) hours of medical leave each month.

- (b) The Director of Personnel may establish a system of cash awards, paid time off or other incentives to reward employees for perfect and near perfect attendance.
- (c) An appointing authority shall remove an employee from the payroll for unexcused absence in accordance with regulations and procedures established by the Director of Personnel. When an employee is docked from the payroll under the provisions of this section, the amount deducted from his/her regular bi-weekly rate of pay shall be one times (1.0x) the regular hourly rate as defined in this ordinance for each hour of unexcused absence. If an employee is docked from the payroll for one (1) hour or more in a bi-weekly pay period, he/she will cease to accrue medical leave for the pay period.
- (d) If management decides to send their employees or a group of employees home due to inclement weather, they will not lose their medical leave accrual for that pay period.
- (e) All leave with or without pay for illness, injury, or physical inability to perform assigned duties shall be recorded on the payroll or a subsidiary document in the manner established by the Director of Personnel. Compensation for periods of absence from work when an employee sustains an injury by accident on the job shall be governed by the provisions of Section 25 (Workers' Compensation and Disability Leave) of this ordinance.
- (f) An employee who is reemployed from an authorized layoff shall have his/her prior medical leave balance and sick leave balance restored if any, provided any sick leave balance has not been credited to the employee's length of service in determining pension benefits paid to the retiree. An employee who is reemployed from an authorized layoff and who has a medical and/or sick leave balance and who completed twenty-six (26) weeks of continuous employment prior to the layoff may take approved medical and/or sick leave upon reemployment.
- (g) Each appointing authority shall institute procedures, in accordance with regulations established by the Director of Personnel that will discourage the improper use of medical leave with pay. When an employee is removed from the payroll for absence not approved by the appointing authority, the employee shall be notified promptly in writing.
- (h) Employees shall not receive payment for any medical leave balance and it shall not be used in the calculation of retirement benefits or payments under this ordinance or any other ordinance.

SECTION 20. MILITARY LEAVE

The City of St. Louis will follow all applicable state and federal laws on the granting of military leave and reemployment rights.

Each employee is required to give advance notice (at least 30 days prior to departure when feasible), preferably in writing, of service obligation or intention to perform services in the uniformed services, unless such notice is prevented by military necessity, as determined by a designated authority, or impossible or unreasonable under all of the circumstances.

Upon the expiration of military leave of absence, the employee shall be reinstated to the class of position he/she occupied at the time the leave was granted without breaking continuity of service. Failure of an employee to report for duty within the time pursuant to state or federal law shall be just cause for dismissal. The employee's accumulated leave balance(s) shall be restored to the employee upon his/her return.

SECTION 21. EDUCATION REIMBURSEMENT

An appointing authority may, with the prior approval of the Director of Personnel, authorize salary payments, payments of tuition expenses, fees, books and related material in whole or in part to employees to permit them to attend school, visit other governmental agencies or in any approved manner to devote themselves to improvement of knowledge or skills required in the performance of the duties of their position.

The Department of Personnel may reimburse, in whole or in part, expenses incurred by employees in the pursuit of improvement of the knowledge and skills required in the performance of their positions or in higher positions, when funds have been budgeted therefore.

An appointing authority, with the approval of the Director of Personnel, may establish a program to reimburse, in whole or in part, expenses incurred by employees in the pursuit of improvement of the knowledge and skills required in the performance of the duties of their positions or to improve their professional, technical or managerial knowledge or skill.

SECTION 22.
LEAVES OF ABSENCE AND FAMILY/MEDICAL LEAVE

An employee may request a leave of absence, or an appointing authority may request a leave of absence for an employee, for any reason under the City's general leave policy, or a "Family/Medical Leave of Absence" for certain qualifying reasons under provisions of "The Family and Medical Leave Act of 1993" as provided in this ordinance and under additional provisions and regulations as determined by the Director of Personnel.

(a) An appointing authority, with the approval of the Director of Personnel, may grant an employee in a competitive position a general leave of absence without pay for a period of one year, which may be extended, with the prior approval of the Director of Personnel.

Upon the expiration of such leave of absence, the employee shall be reinstated to the competitive position he/she occupied at the time the leave was granted provided the position is still in existence and he/she is able to perform the duties of the position. The employee shall be reinstated to the competitive position at the same relative rate in the salary range the employee occupied at the time the leave was initiated. Failure of an employee to report for duty promptly at the expiration of the leave shall be just cause for dismissal. If necessary to the efficient conduct of the business of the City, an employee on leave other than military leave or qualifying family/medical leave may be notified by the appointing authority, with the approval of the Director of Personnel, to return prior to the expiration of such leave. Failure of the employee to return within ten (10) calendar days after receipt of such notice shall terminate his/her leave of absence and be just cause for dismissal, subject to any applicable federal, state or local regulations.

(b) The City of St. Louis will follow all applicable state and federal laws on the granting of family/medical leave.

The Director of Personnel shall establish additional rules, guidelines and procedures for the effective administration of the City's "Family/Medical Leave Policy." The policy shall comply with all provisions of the "Family/Medical Leave Act of 1993" and any amendments thereafter.

Employees must take all of their accrued time (sick leave, medical leave, vacation leave) prior to being placed on leave without pay status for approved Family and Medical Leave, except employees can keep one (1) week of vacation hours (if they have accrued one (1) week of vacation and are eligible to take them). Employees will be allowed to use all their compensatory time, if requested by employee.

(c) Any employee in a competitive position who is appointed to an excepted position in the Classified Service shall be granted an in-service leave without pay from the competitive position during the term to which he/she is appointed to the excepted position. Such leave shall be for the term of the appointment to the excepted position and until his/her successor qualifies. Upon the expiration of the appointment to the excepted position, the employee shall be reinstated to the competitive position he/she occupied immediately prior to the in-service leave. The employee shall be reinstated to the competitive position as under a temporary promotion pursuant to Section 6(a)(2) of this ordinance. Employees who are returned to a competitive position shall retain any vacation, compensatory time, sick leave, or medical leave balance in effect at the time of granting of the leave of absence for appointment to the excepted position. Employees shall be given credit for time spent in an excepted appointment in computing eligibility for additional vacation leave accrual.

(d) In the event that emergency conditions occur which require the closing of City-operated facilities or the temporary cessation of functions carried out by classified employees, the Mayor of the City of St. Louis may declare an emergency and require an employee or group of employees to take leaves of absence with or without pay while such emergency conditions exist. In the event that the Mayor requires that the leave of absence be without pay, an employee with vacation or accrued compensatory time may elect to take the accrued time off with pay in lieu of all or a part of such non-paid leave of absence. Such non-paid leave of absence shall not interrupt continuity of service for vacation accrual. An emergency leave of absence declared by the Mayor shall not exceed ninety (90) days.

(e) Employees who are granted general leaves of absence and other non-paid leaves of absence, except military leave, must take all accrued vacation at the start of the leave of absence. Employees who are granted or placed on a non-paid leave of absence will not accrue vacation and medical leave during the period of non-paid leave. Upon the expiration of such leaves of absence, the employee shall follow the procedures as established in this Section 22 and any other applicable regulations and procedures as established by the Director of Personnel.

(f) An appointing authority, with the prior approval of the Director of Personnel, may put an employee on a forced leave of absence with or without pay pending the outcome of an investigation or of a pending disciplinary action against the employee. Employees being placed on forced leave may elect to be placed on either vacation leave or compensatory time.

(g) In the event that a fiscal crisis occurs in the City of St. Louis, employees may request voluntary furloughs. The Director of Personnel may issue regulations to govern the furlough program.

SECTION 23. INSURANCE BENEFITS

The City of St. Louis is hereby authorized to devise and establish by contract or otherwise plans for life, health, medical, disability, and other insurance coverage deemed necessary for employees in the Classified Service and other employees for the City and their dependents. The Director of Personnel shall develop and administer programs to provide for such coverage. The Director of Personnel shall confer with the Board of Estimate and Apportionment by February 1st of each year regarding coverage plans and the appropriate funding level. The Director shall then be charged with the responsibility of establishing the applicable funding level and remittance rates for the aforementioned plans and certify same to the Comptroller and Budget Director by March 1st of each year. The Director of Personnel may amend said rates as needed.

SECTION 24. DEATH BENEFIT

In the event any employee of the City whose pay is established by this ordinance dies as a result of injuries arising out of and in the course of his/her employment by the City, the City shall pay compensation in accordance with the Missouri Workers' Compensation Law. The Director of Personnel and the City Counselor shall establish procedures for making the payments required by the Missouri Workers' Compensation Law. The Comptroller shall designate the fund or appropriation out of which such payment shall be made. Such compensation shall be in addition to any life insurance benefits paid for by the City or by the employee which is available to the employee's beneficiaries and also in addition to any benefit provided by the Employees Retirement System of the City of St. Louis, the Firemen's Retirement System of the City of St. Louis, or the Firefighters Retirement Plan.

SECTION 25. WORKERS' COMPENSATION AND DISABILITY LEAVE

(a) Any employee in the Classified Service whose class title and grade are established in Section 1(a) and denoted by the suffix "G," "P," "M," "T," or "E" of this ordinance, including employees who are compensated on a per performance or unit of work basis, who shall suffer personal injury by accident or occupational disease arising out of and in the regular course of employment while engaged in or about the premises where an employee's duties are being performed or where an employee's presence is required as part of his/her employment, shall promptly report such injury by accident or occupational disease to his/her immediate supervisor. The supervisor shall in turn report, through the appointing authority, all facts concerning the incident to the City Counselor and the Director of Personnel. The appointing authority shall promptly provide such written information and recommendations as may be requested by the City Counselor to aid in making the determination of the period of disability.

The employee who suffers a personal injury as described in part (a) of this section, and which results in temporary disability, may elect to use sick or medical leave for the first three (3) days of temporary disability. Thereafter, the employee will be compensated at the rate mandated by the Missouri Workers' Compensation Law. If the period of disability extends fourteen (14) calendar days or more, the three (3) days of sick or medical leave used during the first three (3) days of disability will be restored to the employee's sick or medical leave balance. The City Counselor shall determine the actual amount of compensation and length of time during which payments are made for such temporary disability in accordance with the Missouri Workers' Compensation Law.

(b) (1) Any employee in the competitive service whose class title and grade are established in Section 1(a) of this ordinance and denoted by the suffix "D" or "F" who shall suffer personal injury by accident or occupational disease while engaged in actual fire suppression, or related emergency response activities on or about the premises where these activities are being performed, or during transportation to and from the scene of the fire, or emergency, shall promptly report such injury to his/her immediate supervisor. The injury shall be promptly reported through appropriate management personnel to the Director of Personnel and the City Counselor. During the period of temporary disability which has been determined by the City Counselor to be a result of an injury by accident or occupational disease as defined above, the employee may be continued on the payroll at the regular bi-weekly rate less any amount the employee would otherwise pay in taxes on that portion of the benefit found to be exempt from taxation under the Missouri Workers' Compensation Law, or the federal tax code. Disability leave may also be granted when an employee suffers injury as a result of participation in Training Simulation of an exceptional and highly dangerous nature wherein the appointing authority or the Director of the Department of Public Safety has gained the approval of the Director of Personnel prior

to such Training Simulation.

- (2) Any employee in the competitive service whose class title and grade are established in Section 1(a) of this ordinance and denoted by the suffix "F" who shall suffer personal injury by accident or occupational disease arising out of and in the regular course of employment while engaged in or about the premises where his/her duties are being performed, except as otherwise provided in Section 25(b)(1) above shall likewise, promptly report such injury to his/her immediate supervisor, who shall report, through his/her appointing authority, all facts concerning the incident to the City Counselor and the Director of Personnel. During any such period of temporary disability, the employee shall be entitled to workers' compensation benefits as prescribed by State Law.
 - (3) Employees in the competitive service whose pay is established in Section 2 (d) of this ordinance who suffer personal injury by accident or occupational disease arising out of and in the regular course of employment shall receive compensation in accordance with Police Department policies. Employees in the competitive service whose pay is established in Section 2(a) or 2(b) of this ordinance and who were employed by the Board of Police Commissioners and who remain employed by the Police Department who suffer personal injury by accident or occupational disease arising out of and in the regular course of employment shall receive compensation in accordance with Police Department policies.
- (c) The City Counselor, the Director of Personnel, or the appointing authority may require an employee to undergo a physical examination and medical or surgical treatment at the expense of the City to diagnose and treat injuries or illnesses arising out of employment.
- (d) The City Counselor and the Comptroller shall establish procedures for paying compensation to employees or former employees who are permanently disabled and due compensation under the Missouri Workers' Compensation Law. The Comptroller shall designate the fund or appropriation out of which such payment shall be made.
- (e) The City Counselor and the Director of Personnel shall be responsible for the administration of the provisions of this Section and shall establish and publish procedural regulations for the administration of the program. Each appointing authority shall establish procedures to comply with the provisions of this section and established regulations.

SECTION 26. JURY AND WITNESS LEAVE

- (a) Jury leave with pay shall be granted to bi-weekly rate employees working fifty percent (50%) time or more for such time when such employees are serving as jurors pursuant to order of the St. Louis Circuit Court or United States District Court in St. Louis. Any bi-weekly rate employee, when so summoned for jury service, shall report such fact within seventy-two (72) hours to his/her appointing authority and display to the appointing authority the summons which the employee has received and shall give the appointing authority in writing the date and the time of such jury service. No bi-weekly rate employee shall receive any compensation from the Jury Commissioner or the United States District Court system for jury service for days the employee receives compensation from the City. A bi-weekly rate employee may keep the jury stipend for days when the employee receives no compensation from the City (off days, docks, leaves, etc.). Upon being discharged from serving as a juror by the Court or Jury Commissioner, the employee shall forthwith report to his/her appointing authority if discharged during their normally scheduled work hours and shall submit to his/her appointing authority a written statement from the Jury Commissioner certifying that the employee has served as a juror and the time and date so served. The appointing authority shall, upon receipt of the statement of jury service, credit the employee with paid jury leave for such service.
- (b) Leave with pay shall be granted to bi-weekly rate employees for such time when the employee's presence is required by the prosecutor in a criminal proceeding or grand jury procedure, a trial in prosecuting accused criminals (or for jury service in Federal Court). Any bi-weekly rate employee, when so subpoenaed as a prosecution witness or whose presence is required as a part of a grand jury inquiry, shall report such fact within seventy-two (72) hours to his/her appointing authority and shall give the appointing authority in writing the date and time his/her presence is required for such criminal prosecution. Each appointing authority shall establish controls to assure that any paid leave is actually required by the prosecuting authority. An appointing authority may require an employee to furnish satisfactory evidence of being required to be off the job and that all time off was in connection with the prosecution of the case. This procedure shall apply for employee participation in criminal prosecution in State or Federal Courts.

**SECTION 27.
DEFERRED COMPENSATION**

- (a) Authority is hereby granted for the establishment of a deferred compensation plan for the City of St. Louis.
- (b) In accordance with the regulations applicable to the plan, as set out herein, the Comptroller is authorized to enter into an agreement with eligible participants, whereby said participants may designate a portion of their future earnings to be deducted by the City and placed in a fund to be designated "City of St. Louis Deferred Compensation Plan Fund" for the purpose of providing tax deferred benefits to the participants upon retirement.
- (c) The Board of Estimate and Apportionment is hereby authorized to establish or select a specific plan or plans in accordance with the requirements set out in this ordinance. In establishing the plan, the Board of Estimate and Apportionment may elect to retain outside parties to provide administrative and/or investment services after following competitive bidding procedures. The Board of Estimate and Apportionment is authorized, after analyzing the various competitive bids submitted in accordance with the requirements of this ordinance, to select the plan or plans it determines to meet the requirements established as a part of the competitive bidding procedures and to be in the best interest of the participants. No investment plan shall be considered unless offered by a duly licensed resident agent representing a company duly licensed and authorized by the State of Missouri and other applicable federal regulatory agencies to offer such insurance or investment programs.

In the event Federal or State legislation is changed in a manner affecting and/or relating to any of the aforementioned Deferred Compensation provisions contained in this Section, the Board of Estimate and Apportionment of the City of St. Louis may amend the deferred compensation plan accordingly and may execute any and all documents necessary to achieve and effectuate the recommended changes.

**SECTION 28.
RETIREMENT**

The following provisions shall apply to the Employees Retirement System:

- (a) "Final Average Compensation" is equal to one-half of the sum of (1) and (2) below:
- (1) The annual compensation received by a member for the two (2) consecutive years of creditable service in which the highest compensation was received preceding the termination of his/her employment, and
- (2) The balance of a member's sick leave on the date of retirement less sick leave hours paid to the member upon termination of his/her employment and less sick leave hours considered as creditable service for the purpose of determining eligibility for and/or calculation of retirement benefits, except that said balance cannot exceed twenty-five percent (25%) of a member's total sick leave on the date of retirement.
- (b) If a member has less than two (2) consecutive years of creditable service his/her final average compensation shall be equal to the sum of (1) and (2) below, divided by (3) below and then multiplied by (4) below:
- (1) The sum of monthly compensation received by the member for each consecutive month of creditable service immediately preceding the termination of his/her employment;
- (2) The balance of a member's sick leave pay on the date of retirement less sick leave hours paid to the member upon termination of his/her employment and less sick leave hours considered as creditable service for the purpose of determining eligibility for retirement benefits, except that said balance cannot exceed twenty-five percent (25%) of a member's total sick leave on the date of retirement.
- (3) The number of consecutive months of creditable service immediately preceding the termination of his/her employment, and
- (4) Twelve (12).

The years of creditable service of a member shall be the number of years and completed full calendar months of service during which he/she receives compensation from the first day of the calendar month following the date of the beginning of each employment with an employer until his/her employment is terminated, subject to the provisions of this section. The years of creditable service of an employee (as that term is defined in Subsection 11 of Section Four of Ordinance 66511) hired after the

operative date (as that term is defined in Subsection 18 of Section Four of Ordinance 66511) who had attained the age of sixty (60) years at initial employment shall be the number of years and completed months of service during which he/she receives compensation from October 1, 1988, and hereafter, from the first day on or after October 1, 1988, of the beginning of each employment with an employer until his/her employment is terminated. No creditable service shall be granted for any period of employment before October 1, 1988, after the calendar month in which the member attains age seventy (70). No creditable service for prior employment shall be granted an employee who becomes a member after April 1, 1960, unless he/she was employed by an employer on April 1, 1960.

A member's accrued sick leave balance less the sum of (a), (b) and (c) below shall be considered as additional creditable service for calculation of retirement benefits under any provision of this Ordinance 66511, as amended:

- (a) Sick leave hours considered as creditable service for the purpose of determining eligibility for retirement benefits, and
- (b) Sick leave hours paid to the member upon termination of his/her employment, and
- (c) Sick leave hours used in determining final average compensation.

**SECTION 29.
SEVERABILITY**

The sections of this ordinance shall be severable. In the event that any section of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this ordinance are valid, unless the court finds the valid sections of the ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**SECTION 30.
REPEAL OF PREVIOUS ORDINANCES**

Ordinance 69189 and 69617 and all other ordinances or amendments, or parts thereof conflicting with the provisions of this ordinance are hereby repealed.

**SECTION 31.
EMERGENCY CLAUSE**

This ordinance being deemed necessary for the immediate preservation of the public peace, health and safety is declared to be an emergency ordinance pursuant to Article IV, Section 19 and 20 of the City Charter.

INDEX TO COMPENSATION ORDINANCE

This index is for general reference purposes and may not reference all provisions of this ordinance. For complete scope refer to specific provisions of this ordinance.

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Approved: February 18, 2015

**ORDINANCE #69950
Board Bill No. 242**

An Ordinance recommended by the Planning Commission on January 7, 2015, to change the zoning of property as indicated on the District Map, from “B” Two-Family Dwelling District and “H” Area Commercial District to the “H” Area Commercial District only, in City Block 1445 (2700 S. Grand Blvd.), so as to include the described parcel of land in City Block 1445; 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 1445 is hereby changed to the “H” Area Commercial District, real property being particularly described and shown in Exhibit A as follows:

PARCEL 1: LOTS 1, 2, 3 AND 4 OF WEIZENAECKER’S SUBDIVISION AND IN BLOCK 1445 OF THE CITY OF ST. LOUIS, TOGETHER FRONTING 100 FEET ON THE EAST LINE OF GRAND BOULEVARD BY A DEPTH EASTWARDLY OF 134 FEET 5-7/8 INCHES ON THE NORTH LINE OF 134 FEET 8 INCHES ON THE SOUTH LINE OF THE DIVIDING LINE OF SAID BLOCK BOUNDED NORTH BY SIDNEY STREET.

PARCEL 2: LOTS 5 AND 6 OF WEIZENAECKER’S SUBDIVISION AND IN BLOCK 1445 OF THE CITY OF ST. LOUIS, TOGETHER FRONTING 50 FEET ON THE EAST LINE OF GRAND BOULEVARD BY AN IRREGULAR DEPTH EASTWARDLY TO THE WEST LINE OF LOTS 41 AND 42 OF SAID BLOCK AND SUBDIVISION.

PARCEL 3: LOTS 7 TO 13 INCLUSIVE, 34 TO 40 INCLUSIVE, THE NORTH 25 FEET OF LOT 14 AND THE NORTH 25 FEET OF LOT 33 OF WEIZENAECKER’S SUBDIVISION AND IN BLOCK 1445 OF THE CITY OF ST. LOUIS, SAID LOTS 7 TO 13 AND AT THE NORTH 25 FEET OF LOT 14, TOGETHER FRONTING 200 FEET ON THE EAST LINE OF GRAND BOULEVARD BY A DEPTH EASTWARDLY BETWEEN PARALLEL LINES OF 135 FEET MORE OR LESS, TO THE WEST LINE OF LOT 33 IN SAID BLOCK, SAID LOTS 34 TO 40 AND THE NORTH 25 FEET OF LOT 33, TOGETHER FRONTING 200 FEET ON THE WEST LINE OF ALHAMBRA COURT BY A DEPTH WESTWARDLY BETWEEN PARALLEL LINES OF 135 FEET TO THE EAST LINE OF LOTS 7 TO 14 IN SAID BLOCK.

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.

EXHIBIT A DISTRICT MAP



Current Zoning District

-  A Single-Family Dwelling District
-  B Two-Family Dwelling District
-  C Multiple-Family Dwelling District
-  D Multiple-Family Dwelling District
-  E Multiple-Family Dwelling District
-  F Neighborhood Commercial District
-  G Local Commercial District
-  H Area Commercial District
-  I Central Business District
-  J Industrial District
-  K Unrestricted District
-  L Jefferson Memorial District

 Rezoning Area

Rezoning from "B" & "H"
to "H" only

PDA-001-15-REZ



Approved: February 18, 2015

ORDINANCE #69951
Board Bill No. 244

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic at Emerson Avenue at the northeast corner of Emerson Avenue and at southwest corner of Emerson Avenue at Lillian Avenue and containing an emergency clause.

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

SECTION ONE. The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow traffic at Emerson Avenue at the northeast corner of Emerson Avenue and at southwest corner of Emerson Avenue at Lillian Avenue for a period of six months beginning the effective date of the passage of this ordinance.

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: February 18, 2015

ORDINANCE #69952
Board Bill No. 250

An Ordinance Approving The Petition Of Various Owners Of Certain Real Property To Establish A Community Improvement District, Establishing the 2350 South Grand Community Improvement District, Finding A Public Purpose For The Establishment Of The 2350 South Grand Community Improvement District, And Containing An Emergency Clause And A Severability Clause.

WHEREAS, Mo. Rev. Stat. §67.1400 et seq. (the "CID Act") authorized the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

WHEREAS, a petition has been filed with the City, requesting formation and establishment of the 2350 South Grand Community Improvement District, signed by owners or authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the proposed boundaries of the 2350 South Grand Community Improvement District (as amended, the "Petition"); and

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

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held at 9:00 a.m. on January 27, 2015, by the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the owners of real property located within the 2350 South Grand Community Improvement District, as well as the City as a whole, will benefit from the establishment of the 2350 South Grand Community Improvement District and the other transactions described herein.

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

SECTION ONE.

(a) A community improvement district, to be known as the "2350 South Grand Community Improvement District" (hereinafter referred to as the "District"), is hereby established pursuant to the CID Act on certain real property described below to contract with a private property owner to demolish and remove an existing building within the CID and to provide services, construct improvements, impose taxes, and carry out other functions as set forth in the Petition, which is attached hereto as Appendix A and incorporated herein by this reference.

(b) The District boundaries are set forth in the Petition and are generally described as follows: Beginning at the intersection of the North line of Sidney Street, 60 feet wide, and the East line of Grand Avenue, 100 feet wide (80 feet wide plus 20 foot widening on the West side of Grand Avenue), thence Easterly along the North line of Sidney Street 109.65 feet; thence Northerly 128.0 feet

on the South line of a 15 foot wide alley; thence Westerly along the said South line of said 15 foot wide alley and parallel with the said North line of Sidney Street 109.30 feet to the said East line of Grand Avenue; thence Southwardly along the said East line of Grand Avenue 128.0 feet to the point of beginning.

SECTION TWO. The District is authorized by the Petition, in accordance with the CID Act, to impose a tax upon retail sales within the District to provide funds to accomplish any power, duty or purpose of the District.

SECTION THREE. The District is authorized by the CID Act, at any time, to issue obligations, or to enter into agreements with other entities with the authority to issue obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part or any combination of the revenues of the District and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the District, and if issued by the District, shall bear such date or dates, and shall mature at such time or times, but not more than twenty (20) years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Mo. Rev. Stat. §108.170. The District is also authorized to issue such obligations to refund, in whole or part, obligations previously issued by the District.

SECTION FOUR.

(a) Pursuant to the Petition, the District shall be in the form of a political subdivision of the State of Missouri, known as the “2350 South Grand Community Improvement District.”

(b) Pursuant to Section 67.1471 of the CID Act, the fiscal year for the District shall be the same as the fiscal year for the City of St. Louis.

(c) No earlier than one hundred and eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the District shall submit to the Board of Aldermen a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than sixty (60) days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements, but shall only be recommendations.

(d) The District shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

SECTION FIVE. The District is authorized to use the funds of the District for any of the improvements, services or other activities authorized in the Petition and under the CID Act, which funds will be used within the boundaries of the District as required by the CID Act.

SECTION SIX. Pursuant to the CID Act, the District shall have all of the powers necessary to carry out and effectuate the purposes of the District and the CID Act as set forth in the Petition and under the CID Act.

SECTION SEVEN. The City of St. Louis hereby finds that the uses of the District proceeds as provided for in the Petition hereto, which proceeds will be used within the boundaries of the District as required by the CID Act, will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the District.

SECTION EIGHT. The property within the CID is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act because such property was determined to be a blighted area under Sections 99.300 to 99.715, RSMo, pursuant to Ordinance No. [Board Bill No. 239].

SECTION NINE. Within one hundred twenty (120) days after the end of each fiscal year, the District shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the board of directors of the District during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

SECTION TEN. The term for the existence of the District shall be as set forth in the Petition, as may be amended from time to time or as such term may be otherwise modified in accordance with the CID Act.

SECTION ELEVEN. Pursuant to the CID Act, the Board of Aldermen shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the District and areas not so included.

SECTION TWELVE. The Register shall report in writing the creation of the District to the Missouri Department of Economic Development.

SECTION THIRTEEN. The Petition provides that the District shall be governed by a Board of Directors consisting of five individual directors (collectively the “Directors” and each a “Director”), such Directors to be appointed by the Mayor of the City with the consent of the Board of Aldermen, in accordance with the CID Act and the qualifications set forth in the Petition. By his approval of this ordinance, the Mayor does hereby appoint the following named individuals as Directors of the District for the terms set forth below, and by adoption of this ordinance, the Board of Aldermen hereby consents to such appointments:

<u>Name</u>	<u>Term</u>
Richard M. Robinson	4 years
Alyson T. Robinson	4 years
Walter C. Tarde	2 years
Audrey D. Tarde	2 years
Susan T. Petri	2 years

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

SECTION EIGHTEEN. The Mayor and Comptroller and his or her designated representatives, with the advice and concurrence of the City Counselor, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Alderman necessary to authorize such changes by the Mayor or Comptroller or his or her designated representatives.

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

SECTION TWENTY. The Board of Aldermen hereby finds and determines that this ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City Charter, because this Ordinance establishes the District, which is a taxing district, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

APPENDIX A
 Petition to Establish the 2350 South Grand Community Improvement District
 (Is on file in the Register’s Office.)

Approved: February 18, 2015

ORDINANCE #69953
Board Bill No. 260

An ordinance amending the definitions under the Civil Rights Enforcement Agency, repealing Section Two of Ordinance 67119, codified as 3.44.010 of the Revised Code of the City of St. Louis and enacting new section in lieu thereof to include the definition “Source of Income”, and containing an emergency clause.

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

SECTION ONE: Section Two of Ordinance #67119, codified as 3.44.010 of the Revised Code of the City of St. Louis

is hereby repealed and a new section is enacted in lieu thereof to read as follows:

Section Two. Definition of Terms.

As used in this ordinance, unless a different meaning clearly appears from the context in which used, the following terms and phrases shall be taken to have the meaning ascribed to them in this section, to wit:

(1) "Academic, professional or vocational school" includes any person who trains and teaches individuals to engage in any trade, business, profession, calling or vocational pursuit.

(2) "Act" means the federal Fair Housing Act, 42 U.S. C. 3601, et seq.

(3) "Age" means an age of forty or more years but less than seventy years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of sixty-five and who, for the two-year period immediately before retirement, is employed in a bona fide executive or high policy-making position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least forty-four thousand dollars.

(4) "Agency" means the St. Louis Civil Rights Enforcement Agency.

(5) "Aggrieved person" includes any person who:

(a) claims to have been injured by a discriminatory housing practice; or

(b) believes that such person will be injured by a discriminatory housing practice that is about to occur.

(6) "Commission" means the St. Louis Civil Rights Enforcement Commission;

(7) "Commissioner" means a member of the St. Louis Civil Rights Enforcement Commission.

(8) "Complainant" shall mean a person who has filed a complaint with the Agency alleging that another person has engaged in a prohibited discriminatory practice, or a person who has joined in such a complaint after its initial filing.

(9) "Conciliation" means the attempted resolution of issues raised by a complaint, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent and the Commission and/or the Commission's agent..

(10) "Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.

(11) As used in '9(C)(2)(c) of this ordinance, the term "Covered Multifamily Dwelling" means:

(a) buildings consisting of 4 or more units if such buildings have one or more elevators; and

(b) ground floor units in other buildings consisting of 4 or more units.

(12) "Director" means the Executive Director of the St. Louis Civil Rights Enforcement Agency.

(13) "Disability" or "Handicap" means, with respect to a person:

(a) a physical or mental impairment which substantially limits one or more of such person's major life activities;

(b) a record of having such impairment; or

(c) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined by Section 195.010 R.S.Mo.), however, a person may be considered to be disabled if that person:

(i) Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of, and is not currently addicted to, a controlled substance or has otherwise been rehabilitated successfully and is no longer engaging in such use and is not currently addicted;

(ii) Is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or

(iii) Is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.

(14) "Discriminatory housing practice" or "Discriminatory practice" means an act that is unlawful under section 3604, 3605, 3606, or 3617 of the Fair Housing Act, or is otherwise prohibited by the provisions of this ordinance.

(15) "Dwelling" means any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.

(16) "Employer" included any person who employs six or more persons exclusive of that person's parents, spouse or children.

(17) "Employment agency" includes any person undertaking for compensation to procure opportunities to work or to procure, recruit, refer or place employees.

(18) "Familial status" means one or more individuals (who have not attained the age of 18 years) being domiciled with--

(a) a parent or another person having legal custody or such individual or individuals; or

(b) the designee of such parent or other person having such custody, with the written permission of such parent or other person;

The protection afforded by this ordinance against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

(19) "Family" includes a single individual.

(20) "Financial Institution" means bank, banking organization, mortgage company, insurance company, investment company or other lender to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, maintenance, or improvement of real property, or an individual employed by or acting on behalf of or as agent of any of these.

(21) As used in ' 9(C)(3)(c) of this ordinance, the term "Housing for Older Persons" means housing:

(a) provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development has determined is specifically designed and operated to assist elderly persons;

(b) intended for, and solely occupied by, persons 62 years of age or older; or

(c) intended and operated for occupancy by at least one person 55 years of age or older per unit:

(i) in which at least eighty percent of the units are occupied by at least one person 55 years of age or older; and

(ii) for which management has published and adheres to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons 55 years of age or older.

(d) that complies with rules issued by the Secretary for verification of occupancy, which shall:

(i) provide for verification by reliable surveys and affidavits; and

(ii) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause

(ii) above. Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

(e) housing shall not fail to meet the requirements for housing for older persons by reason of:

(i) persons residing therein as of September 13, 1988 who do not meet the age requirements set out in subparagraphs (b) or (c) of this definition, provided that new occupants of such housing do meet said age requirements; or

(ii) unoccupied units, provided that such units are reserved for persons who meet the relevant age requirement of subparagraphs (b) or (c) of this definition.

(22) "Individual" means one or more individuals.

(23) "Labor organization" includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.

(24) "Person" includes one or more individuals, partnerships, associations, unincorporated organizations, corporations, mutual companies, joint stock companies, legal representatives, trusts, trustees, labor organizations, fiduciaries, trustees in bankruptcy, and/or receivers.

(25) "Places of Public Accommodation" means all places or businesses offering or holding out to the general public services or facilities for the comfort, health and safety of such general public, including, but not limited to, public places providing food, shelter, recreation and amusement.

(26) "Prevailing party" has the same meaning as such term has in 42 U.S.C. ' 1988 and ' 802(o) of the Act.

(27) "Real Estate Broker" or "Real Estate Salesman" means any person, whether licensed or not, who, on behalf of others, for a fee, commission, salary or other valuable consideration, or who with the intention or the expectation of receiving or collecting the same, lists, sells, purchases, exchanges, rents or leases real estate, or the improvement thereon, including options, or who negotiates or attempts to negotiate on behalf of others such an activity; or who advertises or holds himself out as engaged in such activities; or who negotiates or attempts to negotiate on behalf of others, a loan secured by mortgage or other encumbrance upon a transfer of real estate, or who is engaged in the business of charging an advance fee or contracting for collection of a fee in connection with a contract whereby he undertakes to promote the sale, purchase, exchange, rental or lease of real estate through its listing in a publication issued primarily for such purpose; or an individual employed by or acting on behalf of any of these.

For the purpose of this Section, a person shall be deemed to have engaged in the activities set out above if:

(i) the person has, within the preceding twelve (12) months, participated as a principal in three (3) or more transactions involving such activities; or

(ii) the person has, within the preceding twelve (12) months, participated as agent, other than in connection with the person's own personal residence, in two (2) or more transactions involving such activities; or

(iii) the person is the owner of any Dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

(28) "Realty" includes real estate, lands, buildings, structures, housing accommodations, dwellings, tenements, leaseholds, cooperatives, condominiums, and hereditaments, corporeal or incorporeal, or any interest in the above.

(29) "Respondent" shall mean a person or other entity who is alleged to have engaged in a prohibited discriminatory practice in a complaint filed with the Agency, or a person or other entity who has been substituted for the originally named respondent, or a person or other entity who has been added as a party respondent, subsequent to the initial filing of the complaint, pursuant to investigation conducted by the Agency; provided, however, that substituted or added persons or entities shall be notified as required in Section 810(a) of the Fair Housing Act.

(30) "Secretary" means the Secretary of Housing and Urban Development.

(31) "Source of Income" means the point or form of the origination of legal gains of income accruing to a person in a stated period of time; from any occupation, profession or activity, from any contract, agreement or settlement, from federal, state or local payments, including Section 8 or any other rent subsidy or rent assistance program, from court ordered payments or from payments received as gifts, bequests, annuities or life insurance policies.

(32) "State" means any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, or any of the territories and possessions of the United States.

(33) "To rent" includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

SECTION TWO: EMERGENCY CLAUSE.

This being an ordinance necessary for the immediate preservation of the health and welfare of the residents of the City of St. Louis, 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: February 18, 2015

ORDINANCE #69954 Board Bill No. 264

An Ordinance authorizing the City to execute a Cooperation Agreement and certain documents related thereto, which Cooperation Agreement and attachments attached hereto amend in part the Agreement incorporated into Ordinance No. 69732, and allowing for the City of St. Louis, the Great Rivers Greenway District, and the City Arch River 2015 Foundation to provide procedures for their cooperation in the design, completion, and ongoing operation, care and maintenance of City blocks 114 and 131, of which the City is Lessee, which blocks pursuant to St. Louis City Ordinance No. 69732 comprise part of the City Arch River Project Area as set forth therein, and containing a severability clause, a governance clause, and an emergency clause.

WHEREAS, the City of St. Louis, Missouri, a Missouri Charter City, (the "CITY"), is authorized and empowered under the Intergovernmental Agreement Act, Sections 70.210 to 70.325 of the Revised Statutes of Missouri, to contract and cooperate with any other municipality of political subdivision for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the CITY adopted Ordinance No. 69372 on DATE, in which the CITY entered a Cooperative Agreement with the Great Rivers Greenway District, a body corporate and a political subdivision of the State of Missouri, (the "DISTRICT"), and the City Arch River 2015 Foundation, a not-for profit corporation, (the "FOUNDATION"), establishing a CITY ARCH RIVER PROJECT AREA, and directing the CITY to enter into further and more comprehensive agreements and ordinances to establish a partnership with defined powers concerning developments in the PROJECT AREA, prior to construction of the same; and

WHEREAS, the Cooperation Agreement approved and authorized by Ordinance No. 69732 provides for amendment and further articulation to same as the PROJECT proceeds; and

WHEREAS, the CITY sees a substantial benefit in collaborating with the DISTRICT and the FOUNDATION, to enter into a subsequent Cooperation Agreement to provide procedures for their cooperation in the design and completion of city blocks 114 and 131 and for the ongoing operation, care and maintenance of the same after construction of this aspect of the PROJECT is completed; and

WHEREAS, entering the instant Cooperation Agreement to execute this aspect of the PROJECT when completed, will be of substantial benefit the CITY and its citizens by providing certain landscape improvements, hardscape improvements, including a structure capable of accommodating a visitor's welcome center with amenities, and water features, and by the provision of areas for rest, relaxation, public events, and play for all; and

WHEREAS, the DISTRICT, the FOUNDATION, and the CITY desire to enter into a Cooperation Agreement in substantially the form attached to this Authorizing Ordinance (the "Cooperation Agreement"); and

WHEREAS, the Board of Aldermen of the City hereby find it advisable, necessary, and in the best interests of the City to enter into the attached Cooperation Agreement;

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

SECTION ONE. Under and by the authority of Sections 67.1700 to 67.1769 RSMo., the Intergovernmental Agreement Act, the City is authorized and empowered to contract and cooperate with any other municipality or political subdivision for the planning, development, construction, acquisition or operation of any public improvement or facility.

SECTION TWO. The provisions of Sections 67.1700 to 67.1769 RSMo. are adopted and incorporated herein by reference as it fully set forth herein.

SECTION THREE. This Ordinance is intended to be a supplement to, consistent with, and not in derogation of Ordinance No. 69732, and all provisions of this Ordinance shall be interpreted as consistent with Ordinance No. 69732, unless clearly inconsistent, in which case of any such inconsistency, the inconsistent provision of this Ordinance shall apply. In the event of any inconsistency between the provisions of this Ordinance and the provisions of any prior ordinances, the provisions of this Ordinance shall prevail. This Ordinance shall amend and supersede in relevant part Section 22.44.300 of the St. Louis City Revised Code and Ordinance No. 60536, sections 1-4, 1987, as set forth in the Cooperation Agreement attached hereto and incorporated herein.

SECTION FOUR. The Board of Aldermen hereby confirms its approval of the Cooperation Agreement. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Cooperation with the Great Rivers Greenway District, herein referred to as the "DISTRICT" and the CityArchRiver 2015 Foundation, hereinafter referred to as the "FOUNDATION", in substantially the form attached hereto as EXHIBIT A and incorporated herein by reference.

SECTION FIVE. The CITY is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of this CITY as are appropriate are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of the CITY, the Cooperation Agreement, with such changes as are consistent with the intent of this Authorizing Ordinance, as shall be approved by the appropriate officers of the CITY executing the Cooperation Agreement, such officers' signatures thereon being conclusive evidence of their approval without further action of the Board of Aldermen necessary to authorize such changes by the Mayor and Comptroller or their necessary representatives. The Mayor, the Comptroller, and other appropriate officers, agents and employees of the CITY, with the advice and consent of the City Counselor, are hereby further authorized and directed to execute and deliver such agreements as are necessary and desirable in order to carry out and comply with the intent of this Authorizing Ordinance and Ordinance No. 69732, to and to carry out, comply with and perform the duties of the City with respect to the Cooperation Agreement and the Project, set forth in this Ordinance and in Ordinance No. 69732 .

SECTION SIX. It is hereby declared to be the intent of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereto and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsection shall be in and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION SEVEN. This ordinance shall be governed exclusively by and construed in accordance with applicable laws of the State of Missouri.

SECTION EIGHT. Passage of this Ordinance being deemed necessary for the immediate preservation of the health and welfare of the residents of the City of St. Louis, 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 shall become effective immediately upon its passage and approval by the Mayor.

ATTACHMENT A-COOPERATION AGREEMENT

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "**Agreement**") is entered into as of the ____ day of _____, 2015 (the "**Date Hereof**") by and among **METROPOLITAN PARKS AND RECREATION DISTRICT, d/b/a The Great Rivers Greenway District**, a body corporate and a political subdivision of the State of Missouri (the "**District**"), **CITYARCHRIVER 2015 FOUNDATION**, a not-for-profit trust organized under the laws of the State of Missouri (the "**Foundation**"), and **THE CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city of the State of Missouri (the "**City**").

WHEREAS, the City owns or leases multiple parcels of real property located in the downtown area of the City of St. Louis, Missouri, commonly known as the Gateway Mall (the "**Mall**");

WHEREAS, originally, the Mall included City Blocks 114 and 131, together bounded by Broadway on the East, 7th Street on the West, Chestnut Street on the North and Market Street on the South, as generally described on Exhibit A attached hereto and incorporated herein (together, known as, "**Kiener Plaza Park**");

WHEREAS, pursuant to that certain Lease dated April 15, 1953, by and between Southern Real Estate & Financial Company, a Missouri corporation, as Lessor, and Wayco Petroleum Company, a Missouri corporation, as Lessee (the "**Lease**"), which Lease was assigned to the City, the City is the Lessee of parcels 2 through 5 of City Block 131;

WHEREAS, the Foundation has developed a plan for the redevelopment of the riverfront and the Jefferson National Expansion Memorial, including, but not limited to, the Arch grounds, Museum, the Old Courthouse and the improvements located on Kiener Plaza Park, all in order to unify and facilitate greater public access to and utilization of these properties (the "**redevelopment**");

WHEREAS, in conjunction with the above-described redevelopment, the City desires, and each of the Foundation and the District wishes to cooperate with the City in effecting, the improvement of Kiener Plaza Park and its re-dedication for public park purposes;

WHEREAS, in order to facilitate the above-described redevelopment, as contemplated herein, City Blocks 114 and 131 were removed from the Mall pursuant to Ordinance No. 69372 enacted January 18, 2013;

WHEREAS, Kiener Plaza will serve as the primary entryway, orientation and welcoming center for visitors to the St. Louis region and downtown and in particular for the Jefferson National Expansion Memorial, including, but not limited to, the Arch grounds, Museum, the Old Courthouse, and other downtown attractions creating the focal point for a singular visitor experience within downtown St. Louis;

WHEREAS, the Foundation has prepared, and the parties hereto have jointly approved, the preliminary plans for the redevelopment and improvement of City Blocks 114 and 131, depicting the addition of certain landscape improvements, hardscape improvements, a structure capable of accommodating a visitor's welcome center with amenities, and water features, and by the provision of areas for rest, relaxation, public events, and play (together, the "**Concept Plans**");

WHEREAS, City Blocks 114 and 131 will be, at all times (except as otherwise herein provided), City property and free and open to the public;

WHEREAS, the Foundation is willing to fund the preparation of documents for the development of City Blocks 114 and 131 in a manner consistent with the Concept Plans as provided above (the "**Design Documents**");

WHEREAS, upon the completion of the Design Documents and mutual acceptance of the Design Documents by the City, the District and the Foundation pursuant to the terms of this Agreement, each of the District and the Foundation is willing to implement the Design Documents and effect the development of City Blocks 114 and 131 in accordance with the Design Documents and pursuant to the terms of this Agreement, in cooperation with the St. Louis Convention and Visitors Commission, Bi-State Development Agency of the Missouri-Illinois Metropolitan District, a/k/a "Metro," the Jefferson National Parks Association, and Gateway Greening, Inc.;

WHEREAS, pursuant to Sections 70.210-70.325 RSMo, municipalities and private entities, such as those enterprises named above, are authorized to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service;

WHEREAS, the City, the District and the Foundation desire to enter into this Agreement, which provides procedures for their cooperation in the design and completion of City Blocks 114 and 131 and for the ongoing operation, care and maintenance of City Blocks 114 and 131 after construction of Kiener Plaza is completed, in cooperation with the aforementioned civic enterprises, and in accordance with a high standard of care and in a good and prudent manner; and

WHEREAS, the execution and delivery by the City of this Agreement is authorized by Sections 70.210-70.325 RSMo, and, as to City Blocks 131 and 114, has been authorized by City Ordinance No. _____ (BB _____), amending and superseding in relevant part City Ordinance 60356 §§ 1--4, 1987 (Chapter 22.44.300), as further described below.

NOW, THEREFORE, for and in consideration of the above-stated premises and other good and valuable consideration, the parties hereto agree as follows.

1. **General Provisions.**

(a) License to Enter City Blocks 114 and 131. The City hereby grants to each of the District and the Foundation, and their respective agents, employees, consultants, contractors, successors, and assigns during the term of this Agreement, the

continuous and unrestricted, non-exclusive right, subject to the provisions of this Agreement, to enter upon City Blocks 114 and 131 for the purpose of developing the Design Documents and otherwise designing and completing the Kiener Plaza, and cooperating with the City in operating and maintaining the Kiener Plaza once construction is complete, all in accordance with this Agreement.

(b) Term.

(i) Term. The initial term of this Agreement shall commence on the later of (a) the Date Hereof or (b) the date on which this Agreement has been executed by the District, the Foundation and the City, and the initial term shall expire on the date that is twenty (20) years thereafter (the “**Initial Term**”). Thereafter, the term of this Agreement shall automatically renew for successive ten (10) year periods (each such successive period being a “**Renewal Term**”), subject to the termination rights contained in this Agreement (including, but not limited to, Section 1(b)(ii) below). The Initial Term and each successive Renewal Term shall be referred to herein collectively as the “**Term.**”

(ii) Termination.

(1) By the District and the Foundation prior to the Commencement of Construction. The District and Foundation shall have the right to terminate this Agreement for convenience and without cause at any time prior to commencement of construction (hereinafter defined) of the Kiener Plaza by providing the City with thirty (30) days prior written notice, in which event the Foundation shall have no obligation to complete the design of the Kiener Plaza. As used herein, “**commencement of construction**” shall mean the first physical alteration of City Block 114 or City Block 131 by or on behalf of the Foundation. Upon commencement of construction, except as otherwise provided in this Agreement, the District and the Foundation shall not have any right to terminate this Agreement until construction is completed in accordance with the Construction Documents (hereinafter defined).

(2) By the Foundation after the Completion of Construction. After completion of construction, the Foundation shall have the right at any time during the remainder of the Initial Term of this Agreement to terminate this Agreement for convenience and without cause by providing the District and the City with one hundred eighty (180) days prior written notice, in which event this Agreement automatically shall terminate as to the Foundation on the one hundred eightieth day after such written notice is given.

(3) By the District after the Completion of Construction. After completion of construction, the District shall have the right at any time during the remainder of the Initial Term of this Agreement to terminate this Agreement for convenience and without cause by providing the Foundation and the City with one hundred eighty (180) days prior written notice, in which event this Agreement automatically shall terminate as to the District on the one hundred eightieth day after such written notice is given.

(4) By the City. The City shall have the right at any time prior to completion of construction to terminate this Agreement in the event that (i) the Foundation fails to use its best efforts to raise funds for the development of City Blocks 114 and 131, or (2) the Foundation fails to use its best efforts to obtain approval from the Reviewing Parties (as defined in Section 2(C) below) of the Design Documents; provided that such failure continues for a period of ninety (90) days following the Foundation’s receipt of written notice of such failure from the City. The City shall exercise such termination option by providing the District and the Foundation with one hundred eighty (180) days prior written notice, in which event this Agreement automatically shall terminate on the one hundred eightieth day after such written notice is given.

(5) The Parties’ Rights and Obligations Upon Termination. Upon expiration or termination of this Agreement, thereafter, (i) no party shall have any further obligation or liability hereunder, except for matters which expressly survive termination, and (ii) all improvements and fixtures located in the Kiener Plaza shall remain in the Kiener Plaza as the property of the City.

Additionally, if the City breaches this Agreement and either the District or the Foundation terminates this Agreement during the Initial Term due to such breach then all of the obligations of the District and the Foundation under this Agreement, including but not limited to their responsibilities for repair, maintenance, insurance and security obligations shall immediately cease and be of no further force or effect.

(c) Communication with the Public. The parties shall cooperate and coordinate together to communicate with the public regarding Kiener Plaza.

(d) Designated Representatives.

- (i) The Foundation’s “**Designated Representative**” is:

Maggie Hales
 Executive Director
 CityArchRiver 2015 Foundation
 One Memorial Drive, Suite 700
 St. Louis, MO 63102
 Telephone: 314.881.2015
 Email: maggie.hales@cityarchriver.org

- (ii) The District’s “**Designated Representative**” is:

Susan Trautman
 Executive Director
 Great Rivers Greenway District
 6174 A Delmar Blvd.
 St. Louis, MO 63112
 Telephone: 314.932.4901
 Email: strautman@grgstl.org

- (iii) The City’s “**Designated Representative**” is:

 City of St. Louis Mayor’s Office
 Room 200 City Hall
 1200 Market Street
 St. Louis, Missouri 63103
 Telephone: 314._____
 Email: _____

Each party hereto may replace its Designated Representative by providing written notice thereof to the other parties.

(e) Lease. Notwithstanding anything contained herein to the contrary, the City hereby represents and warrants to the Foundation that (i) the City is authorized to enter into and consummate the transaction contemplated by this Agreement and (ii) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not and will not conflict with any other agreements to which the City (or any of its departments or affiliates) is a party, including without limitation, the Lease. The City covenants and agrees that for so long as this Agreement shall remain in full force and effect, the City shall timely (i) perform all obligations of the City under the Lease, (ii) renew and extend the term of the Lease as and when provided for therein, and (iii) deliver to the Foundation a copy of any and all notices received by the City from the Lessor under the Lease. Notwithstanding anything contained herein to the contrary, the District hereby represents and warrants to the Foundation that (i) the District is authorized to enter into and consummate the transaction contemplated by this Agreement and (ii) the execution of this Agreement and the performance by the District of its obligations under this Agreement do not and will not conflict with any other agreements to which the District (or any of its departments or affiliates) is a party. Notwithstanding anything contained herein to the contrary, the Foundation hereby represents and warrants to the District that (i) the Foundation is authorized to enter into and consummate the transaction contemplated by this Agreement and (ii) the execution of this Agreement and the performance by the Foundation of its obligations under this Agreement do not and will not conflict with any other agreements to which the Foundation (or any of its departments or affiliates) is a party.

(f) The Ordinance. Ordinance _____ (BB _____) shall amend Section 22.44.300 of the St Louis City Revised Code and Ordinance 60356, §§ 1--4, 1987, to read in relevant part as follows:

Kiener Plaza.

City Blocks 114 and 131, bounded by Broadway on the east, Market Street on the south, 7th Street on the west, and Chestnut Street on the north, are hereby together re-designated and re-established as a public park, to be used and maintained as such by the City, subject to the provisions of this chapter.

The re-designation of City Block 131 as a public park is subject to the applicable terms and provisions of a certain lease

of a portion of such City Block, dated April 15, 1953, by and between Southern Real Estate & Financial Company, a Missouri corporation, Lessor, and Wayco Petroleum Company, a Missouri corporation, Lessee, the City of St. Louis, assignee-successor-lessee.

Kiener Plaza shall be re-developed pursuant to a Cooperation Agreement between the City, the Metropolitan Park and Recreation District, d/b/a The Great Rivers Greenway District, and CityArchRiver 2015 Foundation and following completion shall be administered, managed and maintained by the Division of Parks of the Department of Parks, Recreation and Forestry, pursuant to Article XIII, Section 14-B of the City Charter in cooperation and collaboration with, and support from, the District and the Foundation.

(g) The Objectives of the District and the Foundation. Each of the District and the Foundation agrees to use its best efforts to implement and effect the development of City Blocks 114 and 131 in accordance with the Design Documents and pursuant to the terms of this Agreement, in cooperation with the St. Louis Convention and Visitors Commission, Bi-State Development Agency of the Missouri-Illinois Metropolitan District, a/k/a "Metro," the Jefferson National Parks Association, and Gateway Greening, Inc. Each of the District and the Foundation further agrees to use its best efforts to provide for the ongoing operation, care and maintenance of City Blocks 114 and 131 after construction of Kiener Plaza is completed, in cooperation with the aforementioned civic enterprises.

2. The Design Phase.

(a) The Design Documents. Subject to the terms of this Agreement, including without limitation the termination rights contained herein, the parties agree that the Foundation will engage, at the Foundation's sole cost and expense, one or more design firms chosen by the Foundation, in its sole discretion, to prepare the Design Documents for the proposed development of the Kiener Plaza, consistent with and in further iteration of the concept designs previously reviewed and approved by the parties (the "**Concept Designs**"). The Design Documents shall include complete information relating to the proposed appearance and infrastructure of the Kiener Plaza, including but not limited to information relating to traffic and pedestrian flow, the use of natural and artificial light and materials, the common area and green space landscapes, and the location and types of hardscape improvements and water features. Prior to the Date Hereof, a draft of the Design Documents has been presented to the Foundation, except with respect to the Visitors Center (as defined in Section 4 herein). Design Documents for the Visitors Center will be prepared and presented to the organizations cooperating in the funding, construction and operation of the Visitors Center at a later date.

(b) Preliminary Review. While the Foundation is working with the design professionals in the development of the Design Documents, the Foundation, the District and the City shall cooperate through an informal meeting or meetings so that the City's Designated Representative, the City's Designated Representative's designees, the District's Designated Representative and the District's Designated Representative's designees may review the Design Documents in light of the parties' mutual approval of the Concept Designs and discuss the City's and the District's initial reactions and/or comments thereto with the Foundation in an effort to address issues so that the formal review process is expedited to the greatest extent possible. Thereafter, the Foundation may, but shall not be obligated to, cause its design firm to revise the Design Documents before the Foundation submits the Design Documents to the City and the District for formal approval pursuant to Section 2(c) below.

(c) The Approval Process. After the informal preliminary review contemplated in Section 2(b) above and upon the Foundation's approval of any revisions to the Design Documents, the Foundation shall submit four (4) complete sets of the Design Documents to the District for review and approval as provided in this Section. The Foundation shall deliver the Design Documents to the District's Designated Representative. Within thirty (30) days after their receipt of the Design Documents, the District's Designated Representative shall notify the Foundation in writing as to whether or not the District has approved the Design Documents. If the District has not approved the Design Documents, then its written notification to the Foundation shall specify the reasons therefor, in which event the Foundation may, but shall not be obligated to, revise the Design Documents and resubmit the same to the District for review and approval. If the Foundation resubmits the Design Documents to the District as provided in the immediately preceding sentence, then within ten (10) days after its receipt of the resubmitted Design Documents, the District shall notify the Foundation in writing as to whether or not it has approved the re-submitted Design Documents. If the District has not approved the re-submitted Design Documents, then its written notification to the Foundation shall specify the reasons therefor. The foregoing procedure shall be repeated until either the Foundation ceases its efforts to obtain approval of the Design Documents or the Design Documents have been finally approved by the Foundation and the District.

(d) Following approval by the District, the Foundation shall deliver the Design Documents to the City's Designated Representative. Within thirty (30) business days after his or her receipt of the Design Documents, the City's Designated Representative shall present the Design Documents to the City's Board of Public Service ("BPS") and to the City's Preservation Board (collectively, the "Reviewing Parties"). Within forty-five (45) days after their receipt of the Design Documents, the Reviewing Parties shall notify the Foundation and the District in writing as to whether or not they have approved the Design Documents. If any

of the Reviewing Parties have not approved the Design Documents, then their written notifications to the Foundation and the District shall specify the reasons therefor, in which event the Foundation may, but shall not be obligated to, revise the Design Documents and resubmit the same to the Reviewing Parties and (with respect to the changes only) to the District for review and approval. If the Foundation resubmits the Design Documents to the District and the Reviewing Parties as provided in the immediately preceding sentence, then within forty-five (45) days after their receipt of the resubmitted Design Documents, each of the District and the Reviewing Parties shall notify the Foundation in writing as to whether or not they have approved the re-submitted Design Documents. If any of the Reviewing Parties or the District (with respect to the changes) have not approved the re-submitted Design Documents, then their written notifications to the Foundation shall specify the reasons therefor. The foregoing procedure shall be repeated until either the Foundation ceases its efforts to obtain approval of the Design Documents or the Design Documents have been finally approved by the Foundation, the District, and the Reviewing Parties.

(e) Notwithstanding the ten- and thirty-day periods of time referenced in the foregoing provisions, the District and the Reviewing Parties shall use their best efforts to expedite their review and approval processes; provided, however, that the foregoing shall not require any Reviewing Party or the District to take any action that would violate or otherwise be contrary to any ordinance to which said party is subject. The provisions of any ordinance to the contrary notwithstanding, approval of the Design Documents by the Reviewing Parties shall be sufficient to bind the City with respect thereto and shall be the only Design Documents approval required on behalf of the City.

3. The Construction Phase.

(a) The Construction Documents. Upon the completion of the Design Documents and the parties' approval of same as provided in Section 2 above, the parties agree that the Foundation will engage an architect to prepare plans and specifications for the construction of the Kiener Plaza (the "**Construction Documents**"), which shall include, among other things, the location and types of shrubs, trees and other plants within the Kiener Plaza and which shall be subject to the approval of the City and the District as provided in this Section.

(b) The Approval Process. Upon completion of the Construction Documents, the Foundation shall submit four (4) complete sets of the Construction Documents to the District for review and approval as provided in this Section. The Foundation shall deliver the Construction Documents to the District's Designated Representative. Within thirty (30) days after their receipt of the Construction Documents, the District's Designated Representative shall notify the Foundation in writing as to whether or not the District has approved the Construction Documents. If the District not approved the Construction Documents, then its written notification to the Foundation shall specify the reasons therefor, in which event the Foundation may, but shall not be obligated to, revise the Construction Documents and resubmit the same to the District for review and approval. If the Foundation resubmits the Construction Documents to the District as provided in the immediately preceding sentence, then within ten (10) days after its receipt of the resubmitted Construction Documents, the District shall notify the Foundation in writing as to whether or not it has approved the re-submitted Construction Documents. If the District has not approved the re-submitted Construction Documents, then its written notification to the Foundation shall specify the reasons therefor. The foregoing procedure shall be repeated until either the Foundation ceases its efforts to obtain approval of the Construction Documents or the Construction Documents have been finally approved by the Foundation and the District. Following approval by the District, the Foundation shall deliver four (4) complete sets of the Construction Documents to the City's Designated Representative. Within five (5) business days after his or her receipt of the Construction Documents, the City's Designated Representative shall present the Construction Documents to BPS for review and approval and to the Plan Examination Section of the City's Building Division solely for the purpose of confirming whether the Construction Documents comply with the applicable building codes (collectively, the "**CD Reviewing Parties**"). Within twenty (20) business days after their receipt of the Construction Documents, the CD Reviewing Parties shall notify the Foundation and the District in writing as to whether they have approved or disapproved the Construction Documents. If any of the CD Reviewing Parties elects not to approve the Construction Documents, then such CD Reviewing Party's written notification to the Foundation and the District shall specify the reasons therefor. If any of the CD Reviewing Parties elect not to approve the Construction Documents, then the Foundation may, but shall not be obligated to, revise the Construction Documents and resubmit the same to the CD Reviewing Parties and (with respect to the changes only) to the District for review and approval. If the Foundation resubmits the Construction Documents to the District and the CD Reviewing Parties as provided in the immediately preceding sentence, then within ten (10) days after their receipt of the resubmitted Construction Documents, the District and the CD Reviewing Parties shall notify the Foundation in writing as to whether or not they have approved the re-submitted Construction Documents. If any of the CD Reviewing Parties or the District (with respect to the changes) have not approved the re-submitted Construction Documents, then their written notifications to the Foundation shall specify the reasons therefor. The foregoing procedure shall be repeated until either the Foundation ceases its efforts to obtain approval of the Construction Documents or the Construction Documents have been finally approved by the Foundation, the District and the CD Reviewing Parties. Notwithstanding the ten- and twenty-day periods of time referenced in the foregoing provisions, the District and the CD Reviewing Parties shall each use their best efforts to expedite their review and approval processes; provided, however, that the foregoing shall not require the District or any CD Reviewing Party to take any action that would violate or otherwise be contrary to any ordinance to which said CD Reviewing Party is subject. If the CD

Reviewing Parties approve the Construction Documents, the provisions of any ordinance to the contrary notwithstanding, the City shall be deemed to have approved the Construction Documents and no further City review or approval shall be required and the City and any applicable departments of the City shall issue any building permits or other authorizations that are required for the District to commence construction of the Kiener Plaza; provided, however, that the District's contractor or contractors shall be required to secure a building permit and, in addition, separate permits for work including, but not limited to, plumbing, electrical, heating/ventilation, and fire protection installations to the extent the Construction Documents contemplate such work.

(c) Changes to the Construction Documents prior to Construction. If, after the City's and the District's approval of the Construction Documents as provided above and prior to the commencement of construction, the Foundation desires to make a material change to the Construction Documents, then such change shall be subject to the approval of the District and the CD Reviewing Parties on behalf of the City, as used in this Agreement, a "**material change**" means a change that would affect the types or locations of the improvements within the Kiener Plaza (including without limitation significant changes to lighting and landscaping).

(d) Once the Construction Documents have been accepted by the District and the City, the Foundation shall assign them to the District to allow the District to construct the improvements to Kiener Plaza.

(e) Before construction begins the District and the Foundation shall provide the Bureau of Public Service ("BPS") with bank statements evidencing that construction funds are available to complete the work.

(f) Compliance with Laws. All work performed by or on behalf of the Foundation and the District in connection with the Kiener Plaza shall be done in a professional and workmanlike manner, according to the best practices of the respective trades, and so as to comply with all applicable statutes, laws, ordinances, rules, codes, orders and specifications of all federal, state and local agencies, utilities or other bodies having jurisdiction, including but not limited to occupational safety and health acts and regulations, and the following state statutes pertaining to public works: prevailing wages on public works, §§ 290.210-290.340, RSMo; public works during excessive unemployment §§ 290.550-290.580, RSMo; and prompt payment §§ 34.057, 34.058, RSMo. Furthermore, the Foundation shall cause the Design Documents and the Construction Documents to comply with the federal Americans with Disabilities Act and other applicable laws relating to access for persons with disabilities. If, after completion and acceptance of the Kiener Plaza, alterations must be made to the Kiener Plaza due to the enactment of any new law or any amendment of a law existing on the Date Hereof, then the Foundation shall be obligated to complete such alterations or improvements if the cost of such alterations or improvements does not exceed \$100,000. If the cost of such alterations or improvements exceeds \$100,000, the District, the City and Foundation shall cooperate to resolve said issue, provided that the Foundation shall not be required to incur costs in excess of \$100,000. The District shall file with the Secretary of BPS the name and address of all contractors and subcontractors who will work on the construction of the Kiener Plaza, together with the dollar amount of all contracts for the construction of the Kiener Plaza. All such contractors and subcontractors shall be licensed by the City and current on payment of all applicable City taxes, and the District shall secure and pay for (or shall cause its contractors and subcontractors to secure and pay for) all necessary licenses, permits and inspection fees relating to the Kiener Plaza.

(g) MBE/WBE Policy. The District and the Foundation will comply, and will require their contractors and subcontractors to comply, with the MBE/WBE policy that is attached hereto as Exhibit B (the "MBE/WBE Policy"), which implements Mayor's Executive Order No. 28, as amended and extended, for purposes of the Kiener Plaza project.

(h) Procurement. Upon determination by the District, based upon its public procurement process, that acceptable bids which conform to the Construction Documents for the Kiener Plaza have been received from one or more contractors, the District shall have the authority to select the contractor(s) (or a construction manager at-risk) for the Kiener Plaza project in the District's sole discretion.

(i) Inability to Secure a Qualified Contractor. If, after receiving construction bids for the Kiener Plaza, the District determines that qualified contractors cannot be secured to construct the Kiener Plaza in accordance with the Construction Documents for the Project Cost, it shall immediately notify the City's Designated Representative and the Foundation's Designated Representative. Unless the District indicates that it is willing to pay the additional costs, the District shall meet as soon as practical with the President of BPS or designee, the City's Designated Representative, and the Foundation's design representative to determine what changes might be made in the Construction Documents to secure an acceptable bid for the Project Cost. The parties shall have thirty (30) days to evaluate such changes and agree on modifications to the Construction Documents. If the parties cannot agree to proceed with revised Construction Documents, the City, the District or the Foundation may notify the other that the Kiener Plaza project is terminated, in which event this Agreement shall cease and terminate.

(j) Insurance. The District shall cause its contractors and subcontractors to carry the following insurance during the period of construction:

- (i) Workers Compensation: In amounts required under Missouri Workers Compensation law
- (ii) Employer's Liability: \$1,000,000 Bodily Injury Per Occurrence
- (iii) Commercial General and Umbrella Liability: Commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence – the City, its officers, and employees shall be included as “additional insureds” under the CGL policy.
- (iv) Business Automobile Liability: Coverage of not less than \$1,000,000 per occurrence – coverage shall extend to owned and non-owned autos

The District shall furnish the City with standard certificates of insurance as evidence of confirmation of all such insurance prior to commencement of the construction contemplated by this Agreement. All certificates shall provide for thirty (30) days written notice to the City prior to the cancellation, expiration or reduction of the limits of any insurance referred to therein and shall name the City, its officers, and employees as additional insureds. All insurers shall have an A.M. Best rating of A-, IX or higher and be fully authorized to conduct business in the State of Missouri. Any such required minimum amounts shall not be construed to limit the liability of the the District or its contractor(s).

Upon written notice from the City's Comptroller that the limitations on liability of the City under section 537.610 RSMo. have been increased pursuant to subsection 537.610.5 above the amounts of coverage provided by the District as of the time of such notice, the District shall within ten business days cause its liability coverage to be increased to the amount determined pursuant to subsection 537.610.5, and shall provide evidence of such increase to the Comptroller.

(k) Construction Contracts. Upon compliance with Section 3(h) above, the District shall negotiate and execute a contract with a construction manager to implement construction or separate construction contract(s) with the successful bidder(s), all of which contracts shall be in a form acceptable to the District in its sole discretion (other than provisions that are required to be included in said contracts pursuant to the terms of this Agreement). Thereupon, the City shall issue all necessary building permits subject to Section 3(b) above (provided that the selected contractor(s) have made application for such permits, such applications reflect compliance with all applicable codes, ordinances and laws, and the requisite permit fees have been paid) and other authorizations to allow the District and its contractors to commence construction of the Kiener Plaza and authorize entry of the District and its contractors onto City Blocks 114 and 131 for the purpose of constructing the Kiener Plaza.

(l) Termination of Construction Contracts. The District shall have the right, in its sole discretion, to terminate any construction contract and/or replace any contractor or subcontractor engaged in connection with the Kiener Plaza. The District shall notify the Foundation's Designated Representative and the City's Designated Representative, in writing, within seven (7) days of such action.

(m) City Monitor. The City's Designated Representative shall designate a City monitor (the “**Monitor**”) in connection with the Kiener Plaza. The Monitor may be changed by the City's Designated Representative upon one (1) week's prior written notice to the Foundation and District. The District shall furnish the Monitor and Foundation with a copy of the bid package pursuant to Section 3(f) for review and comment within a reasonable time prior to its issuance, and shall advise the Monitor of the process for soliciting bids for the Kiener Plaza. The District shall notify the Monitor and Foundation when it believes acceptable bids have been received for the Kiener Plaza. The Monitor shall review all bonds and insurance posted or tendered by the District and its contractors in connection with the Kiener Plaza for compliance with this Agreement and shall notify the District and Foundation of any deficiency, including but not limited to any deficiency with respect to the MBE/WBE Policy. If the Monitor reasonably believes any material provision of this Agreement has been violated by the District and Foundation or that work being done or facilities being installed do not conform to the plans and specifications approved pursuant to this Agreement, he shall notify the District and the Foundation, and the Monitor, the President of BPS and the City's Designated Representative shall confer with the District and Foundation about the matter. If in the reasonable judgment of such President the matter is not satisfactorily resolved within ten (10) days after notice to the District, the President may, but need not, cause suspension of the building permits or other authorization to the District and its contractors to enter City property for project installation purposes until the matter is resolved. If the City (or the President of BPS) suspends any building permits or other authorization to the District (or its contractors) in connection with the Kiener Plaza, then the District shall have the right to terminate this Agreement by providing the City with five (5) days prior written notice, in which event this Agreement automatically shall terminate on the sixth day after such written notice is given. If the District terminates this Agreement as provided in the immediately preceding sentence, then the District, the Foundation and the City shall jointly devise a plan to mitigate the impact of the termination of this Agreement by returning City Blocks 114 and 131 to the same condition as such block existed prior to the commencement of construction or with such modifications to such condition as BPS determines to be acceptable.

(n) Liens. The District shall, in its construction contracts, require each contractor to agree that no labor performed or materials furnished and incorporated in the Kiener Plaza shall be the basis for filing a lien against the City or either of City Blocks 114 and 131. Furthermore, the District shall indemnify and hold harmless the City from and against any liability arising from the claim of any lien against the City or against either of City Blocks 114 and 131 for construction performed or for labor, materials, services or other products incorporated into the Kiener Plaza. The District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien charge, encumbrance or claim on or with respect to the Kiener Plaza or any part thereof other than as provided herein. The District shall reimburse the City for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

(o) Change to the Construction Documents during Construction.

(i) The District shall furnish any request for a change order which exceeds \$10,000 in cost to the Foundation Representative and the City Monitor within five (5) business days of the District's receipt thereof, and shall notify the Foundation and Monitor of any changes in the Construction Documents proposed by the District. If the District receives a request for a change order or desires to make such a change in the Construction Documents which would result in a material change (as defined in Section 3(c) above) in the Kiener Plaza as designed, or would cause the Kiener Plaza to be inconsistent with the approved plans and specifications, it shall, prior to approving such change, secure the approval of the City and the Foundation to such change order, which approval shall not be unreasonably withheld, conditioned, or delayed. If a proposed change order is not a material change, then the District shall have the right to approve or reject such change order in its sole discretion.

(ii) If any change order would increase the cost of the Kiener Plaza beyond the Project Cost, the City, the District and the Foundation shall endeavor to determine ways to reduce the Project Cost to cover the change. However, if the District, the Foundation and the City agree on the design change and the District or Foundation agrees to pay the increased cost, the District may, in its sole discretion, proceed with the change order. If the parties determine after their analysis that the cost of a change order makes the completion of the Kiener Plaza financially infeasible, they shall jointly devise a plan to mitigate the impact of the termination or abandonment of the Kiener Plaza by returning City Blocks 114 and 131 to the same condition as such block existed prior to the commencement of construction or with such modifications to such condition as BPS determines to be acceptable.

(p) Review of Records. The District shall retain at its offices copies of all Kiener Plaza invoices, lien waivers and payment records showing the amounts paid and retainage, which shall be available during normal business hours to the City. If the City desires copies of such records, the District shall provide them within seven (7) days of a written request for them from the City.

(q) Inspections during Construction. Prior to the commencement of construction, the District shall notify the City of the dates of commencement and anticipated completion of construction on the Kiener Plaza. BPS, in conjunction with the City's Designated Representative, shall determine an inspection schedule and perform inspections at appropriate times during construction solely for the purpose of confirming that the Kiener Plaza is being completed in accordance with the Construction Documents and applicable laws.

(r) Final Inspection. Upon completion of the Kiener Plaza and prior to final payments and release of retainage, the District shall notify the City and the Foundation which shall inspect the Kiener Plaza. If the Kiener Plaza has been completed according to the Construction Documents, BPS shall issue a Certificate of Completion to the Foundation and BPS shall accept the donation of the Kiener Plaza from the Foundation and the District on behalf of the City. The District shall then make the final payment to the contractors and suppliers and shall thereafter deliver copies of the "as built" drawings and warranties to BPS. Upon delivery and acceptance of the proposed donation of the completed Kiener Plaza by BPS, the completed Kiener Plaza shall be the property of the City.

(s) Construction Duration. Subject to the termination rights contained in this Agreement (including without limitation Section 1(b)(ii) above) and subject to force majeure, the District, Foundation and the City intend for the Kiener Plaza to be completed within twenty (20) months after construction commences. . As used in the immediately preceding sentence, "**force majeure**" shall mean failure to perform, in whole or in part, due to contingencies beyond the Foundation's reasonable control, including without limitation unusual weather conditions, strikes, riots, war, fire, explosions, acts of God, injunctions, failure to obtain any necessary governmental approvals, and failure of equipment suppliers to timely provide the equipment needed for the Kiener Plaza. Each of the Foundation and the City agrees to cooperate with the District to enable the District to complete construction of the Kiener Plaza as provided above.

4. Visitors Center and Concept

The parties agree that they may, subject to all procedures and approvals required hereunder with respect to the Kiener Plaza, designate an area in the Kiener Plaza within which a Visitors Center may be located and operated in cooperation with

the St. Louis Convention & Visitors Commission, Bi-State Development Agency, and Jefferson National Parks Association. The Visitors Center structure is envisioned to be special and unique and will be placed in a visually prominent location to welcome visitors, orient them to the St. Louis region and the downtown and provide them the opportunity to facilitate their visit to St. Louis with a ticketing facility that would offer tickets for the Gateway Arch and other venues or events occurring in the St. Louis region; it would offer other conveniences and amenities for visitors including without limitation a retail area with teasers for other retail venues, areas offering water, soda and coffee with pre-packaged healthy food/snacks as a convenience and promoting neighboring food and beverage venues, areas for bicycles and bicycle rental facilities, secure public restrooms and the like, all spaces that can be modified as needed to achieve the well-designed and functional building operation to welcome the visitor to explore St. Louis in keeping with universal design and other sustainable technologies. The center described in this Section 4 shall be referred to herein as the “**Visitors Center**”. As noted in Section 2 above, Design Documents for the Visitors Center will be prepared, and such Design Documents for the Visitors Center shall be subject to the review and approval process set forth in Section 2 above. Notwithstanding anything to the contrary contained herein, following construction of the Visitors Center, the Foundation shall have the right to operate the Visitors Center at any and all times as the Foundation deems fit or, with approval of the City’s Designated Representative to sublease or subcontract the operations, and the City shall not cause any interruption or interference with respect thereto. The parties shall cooperate with one another and with the St. Louis Convention and Visitor Commission in preventing conflicts for the Visitors Center operations.

5. **Operations, Maintenance and Security.** The parties agree to cooperate and collaborate together to operate, maintain and keep secure the completed Kiener Plaza.

(a) **Improvements.** Except as otherwise set forth in this Agreement, during the Term of this Agreement, the Foundation and the District shall be jointly responsible for the operation, maintenance, and repair of the improvements (including all lighting, landscaping, hardscape, play areas and water features) located in the Kiener Plaza; provided however, the amount of District support for operation, maintenance and repair is based on and limited to available annual sales tax receipts. The City shall be responsible for (i) mowing the grass located on the Kiener Plaza in accordance with the City’s existing practices therefor (unless otherwise contracted therefor by the Foundation), (ii) the ongoing cost of providing electricity and water to the Kiener Plaza and its facilities, trash removal and the like, and (iii) the operation, maintenance, and repair of event facilities in accordance with the highest standard of care, so as to achieve and maintain the singular visitor experience described above. In keeping with the standard of care committed to by the City, and in cooperation with the District and the Foundation and their cooperating civic enterprises, the City agrees to promptly address any deficiencies noted by the Foundation or the District in performing maintenance and repairs, including but not limited to sufficiency and fitness of City personnel on-site, and thoroughness and frequency of janitorial services and debris, trash, snow and ice removal, and landscaping and lawn care. It is also understood and agreed that the Foundation or the District and their cooperating civic enterprises may elect from time to time to provide or augment such services.

(b) **Maintenance Plan.** Following the Date Hereof, the District, the Foundation, and the City shall work together to develop and approve a professionally prepared written maintenance plan for the Kiener Plaza, which maintenance plan shall be finalized and approved prior to the completion of construction. To the extent updates to said maintenance plan are required thereafter, the parties’ Designated Representatives and the President of BPS shall meet during the last quarter of each calendar year to develop any such updates.

(c) **Security.** The City shall be responsible for the protection and safekeeping of the Kiener Plaza to the same degree that the City is responsible for the protection and safekeeping of other property owned by the City in keeping with the civic significance of the Kiener Plaza and the singular visitor experience. Notwithstanding the foregoing, the Foundation and the District shall, as part of their maintenance function, have the right, but not the obligation, to engage a private security firm licensed by and in good standing with the St. Louis Board of Police Commissioners at their cost and expense to patrol and provide security and controlled access as needed for the Kiener Plaza, during special events sponsored by the Foundation or the District or by other entities or in any situations where controlling access to the Kiener Plaza and/or its improvements may be necessary and appropriate, and for the installation, removal, care and safeguarding of artwork, sculpture or other installations, permanent or temporary.

(d) **Improvements Made by the City.** During the Term of this Agreement, except as otherwise expressly set forth herein, the City shall not install and/or construct any new improvements or alter any existing improvements in the Kiener Plaza or install any signage on the exterior of any improvements or elsewhere in the Kiener Plaza (collectively referred to in this Section 5(d) as “**alterations**”), without the prior written consent of the Foundation and the District. Notwithstanding the foregoing, the Foundation and the District agree that their consent shall not be unreasonably withheld with respect to any requests from the City to install signage on the exterior of any improvements or elsewhere in the Kiener Plaza. If the City performs any such alterations without the prior written consent of the Foundation and the District, then the Foundation and the District shall have the right, but not the obligation, to immediately terminate this Agreement upon written notice to the City; provided however, if the Foundation or the District wishes to terminate the Agreement with the City or remove improvements each agrees to obtain the written consent of the other party before doing so. Further, unless the Foundation and the District agree otherwise in writing, the City shall be responsible

for the operation, maintenance, and repair of any alterations performed by the City. Notwithstanding the foregoing, the District, the Foundation and the City agree to coordinate preparation and installation of donor recognition signage to recognize philanthropic donations to help pay for development and maintenance of the Kiener Plaza pursuant to the terms of this Agreement.

(e) **Special Events.** The parties shall cooperate with one another to prevent conflicts among special events. The City shall continue to issue permits for events at the Kiener Plaza, subject to the following: (1) the City's Designated Representative shall meet with the District's and Foundation's Designated Representatives at a mutually agreeable time during the first quarter of each calendar year during the Term of this Agreement to review the permit requests for the following calendar year and the parties shall work together to create a list of pre-approved permits for the following calendar year, and (2) all other permit requests shall be subject to the District's and Foundation's approvals, not to be unreasonably withheld. The Foundation or District may recommend, without limitation, special conditions to insure that any damage to the Kiener Plaza is properly repaired, including, without limitation, recommending bonds and insurance requirements. In light of the parties' desire to collaborate and cooperate for the benefit of visitors to the Kiener Plaza and to support additional potential revenue opportunities that may be available once the construction is complete, the Foundation and the District shall have the right to utilize the Kiener Plaza for their own events based upon availability due to the permits approved pursuant to the first grammatical sentence of this subsection (e), and the Foundation and the District shall have the right to generate fees from such events for the purpose of supporting the Kiener Plaza. No permit fee shall be charged to the Foundation or the District for any such events. The City shall also notify the Foundation and the District of events that use the right-of-way (parades) or other public space within a four (4) block radius of the Kiener Plaza. The City shall make every effort to insure that access to the Visitors Center is maintained at all times during events. Any revenue generated by the City's permit fees shall be placed in a special account (the "**Kiener Plaza Maintenance Account**") that is restricted and can only be used for costs approved by the Foundation and the District for the purpose of maintaining the Kiener Plaza in accordance with the maintenance plan described in Section 5(b) above; provided, however, that the City hereby agrees that it shall have no authority to access any funds in the Kiener Plaza Maintenance Account unless and until the Foundation receives a certificate duly executed on behalf of the City in the form attached hereto as Exhibit C.

(f) **Failure to Maintain or Repair.** Notwithstanding anything herein to the contrary, should the City determine that any portion of the Kiener Plaza improvements (beyond the basic City provided maintenance items described in Section 4 (a) (i), (ii) and (iii) above, has deteriorated and is in need of maintenance or repair, the City shall so notify the Foundation and the District with specificity as to the deterioration and the recommended repairs. If the Foundation fails to address such deterioration within one hundred eighty (180) days following notice from the City, the City shall have the right (but not the obligation) to make repairs in a manner deemed appropriate by City, in City's sole discretion.

6. **Default.** If any party is in default of this Agreement by reason of failure or refusal to comply with any of the terms of this Agreement and such defaulting party fails to cure such default within thirty (30) days after such party's receipt of written notice thereof from the non-defaulting party, then the non-defaulting party(s) shall have the right, but not the obligation, (i) to terminate this Agreement upon two (2) business days written notice to the defaulting party (in which event this Agreement automatically shall terminate on the third day after such written notice is given) and/or (ii) to exercise any other rights or remedies available to the non-defaulting party(s) at law or in equity. In the event the default in question is not reasonably susceptible to cure within thirty (30) days, the party responsible for cure of the default shall not be deemed in default if such party (a) shall commence the cure thereof within such thirty (30) day period and (b) proceed with reasonable diligence to cure the default. In the event the default constitutes an immediate threat to health and safety, the non-defaulting party(s) shall have the right to effect a cure of such default and to recover the cost of such cure from the defaulting party.

7. **Notices.**

(a) Any notice, report, demand, request or other instrument or communication authorized, required, or desired to be given under this Agreement shall be in writing and shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth below, (i) when delivered at such address by hand or by overnight delivery service, or (ii) two (2) days after its deposit in the United States mail as certified mail, return receipt requested.

If to the Foundation: Maggie Hales
Executive Director
CityArchRiver 2015 Foundation
One Memorial Drive, Suite 700
St. Louis, MO. 63102
Telephone: 314.881.2015
Email: maggie.hales@cityarchriver.org

With a copy to: Walter L. Metcalfe, Jr.
 Bryan Cave LLP
 One Metropolitan Square
 St. Louis, Missouri 63102
 Telephone: 314.259-2475
 Email: wlmetcalfe@bryancave.com

If to the City: _____

 Office of the Mayor
 Room 200 City Hall
 1200 Market Street
 St. Louis, Missouri 63103
 Telephone: 314._____
 Email:_____

With a copy to: City Counselor
 314 City Hall
 1200 Market Street
 St. Louis, Missouri 63103
 Telephone: 314.622.3361
 Email:_____

If to the District: Susan Trautman
 Executive Director
 Great Rivers Greenway District
 6174 A Delmar Blvd.
 St Louis, MO 63122
 Telephone: __314-932-4901_____
 Email: __strautman@grgstl.org_____

With a copy to: _____

 Telephone: _____
 Email: _____

(b) Any party may change the address to which any such notice, report, demand, request or other instrument or communications to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

(c) The attorneys for the respective parties hereto have the authority to send any notice that may be sent by any party hereto.

8. **Miscellaneous.**

(a) **Exhibits.** Each of the Exhibits attached hereto is hereby incorporated by reference into this Agreement.

(b) **Entire Agreement.** The terms of this Agreement (together with the Exhibits attached hereto) constitute the entire agreement between the District, the Foundation and the City concerning the transaction contemplated herein. This Agreement supersedes any and all other agreements concerning the transaction, whether oral or written between the District, the Foundation and the City.

(c) **Binding Effect.** This Agreement shall be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

(d) **Nonwaiver.** Failure of any party to insist on the strict performance of any provision of this Agreement

shall not be construed or deemed to be a waiver of that provision or any other provision of this Agreement. Any waivers must be in writing and signed by the party waiving.

(e) Amendments. Any amendment to this Agreement must be in writing and signed by the Foundation, the District, and the City.

(f) No Personal Liability. No alderman, alderwoman, commissioner, director, officer, board member, employee, or other agent or representative of the District, the Foundation or the City shall be personally liable under or in connection with this Agreement.

(g) Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Missouri, without regard to principles of conflicts of law.

(h) Severability. If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

(i) Business Day; Calculation of Time. A “business day” shall be any day other than a Saturday, Sunday or legal holiday in the State of Missouri. When any period of time stated in this Agreement would end on a day that is not a business day, such period shall be deemed to end on the next business day.

(j) Limitation of Liability. Under no circumstances shall any of the District, the Foundation or the City be liable to the other in connection with this Agreement under any theory of tort, contract, strict liability or other legal or equitable theory for any punitive, special, incidental, indirect or consequential damages, each of which is excluded by agreement of the parties regardless of whether or not any of the parties have been advised of the possibility of such damages.

(k) Counterpart Execution. This Agreement and any companion documents, deeds, or instruments referred to herein, may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement, document, deed or instrument.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the District, the Foundation and the City have hereunto set their hands and seals to this Agreement as of the Date Hereof.

THE FOUNDATION:

CITYARCHRIVER 2015 FOUNDATION

By: _____
Name: _____
Title: _____

THE CITY:

The foregoing Cooperation Agreement was approved by the City of St. Louis by Ordinance No. _____, approved _____, 2015.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: Director of Parks, Recreation & Forestry

By: _____
Name: _____
Title: Director of the Board of Public Service

By: _____
Name: _____
Title: Comptroller

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Counselor

ATTEST:

By: _____
Name: _____
Title: Register

Date: _____

THE DISTRICT:

Metropolitan Parks and Recreation District d/b/a Great Rivers Greenway District

By: _____
Name: _____
Title: _____

[APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____]

ATTEST:

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A
Legal Description

Parcel 1:

Tract 12 of CIVIC CENTER SUBDIVISION in City Block 114, according to the plat thereof recorded in Plat Book 37 page 47 of the City of St. Louis Records, together with the Eastern 1/2 of Sixth (6th) Street vacated by Ordinance No. 60213, adjoining the above property on the West.

Parcel 2:

A Lot in City Block 131, beginning at the point of intersection of the South line of Chestnut Street and the East line of 7th Street, thence Eastwardly along South line of Chestnut Street 135 feet more or less to centerline of a private alley 15 feet wide, thence Southwardly along the centerline of said alley 111 feet 10 minutes 4 seconds more or less to the North line of property of Southern Real Estate & Financial Co., thence West along North line of property of Southern Real Estate & Financial Co. 134 feet 6 inches more ore less to East line of 7th Street, 117 feet 9 inches more or less to point of beginning.

Parcel 3:

A Lot in Block Number One Hundred and Thirty One (131) of the City of St. Louis, Missouri, described as follows: Beginning in the Southwest corner of said Block where the East line of Seventh Street intersects the North line of Market Street; thence Northwardly along the East line of Seventh Street One Hundred and Eighteen (118') feet more or less to the Southwest corner of property now or lately of David C. Gamble thence Eastwardly along the South line of said Gamble's Lot One Hundred and Thirty Four feet and six inches (134' 6") more or less, to the center line of a private alley running North and South in said Block, thence Southwardly along the center line of said private alley One Hundred and Twenty four feet and three inches (124' 3") more or less to the North line of Market Street, thence West along the North line of Market Street One Hundred and Thirty Four feet and six inches (134' 6") more ore less, to the place of beginning. Bounded on the North by property now or formerly of David C. Gamble, East by the center line of said private alley and South by Market Street and West by Seventh Street.

Parcel 4:

A Lot in Block Number One Hundred and Thirty One (131) of the City of St. Louis described according to a Survey made by Julius Pitzman August 7th, 1901 as follows: Beginning at a point at the Southeast corner of said Block where the West line of Sixth Street intersects the Northern line of Market Street, thence North along the West line of Sixth Street eighty-five feet and six inches more or less to the South line of property now or formerly of Mary E.A. Johnson thence West along said Johnson's South line ninety-eight feet and eight inches more or less to the Southwest corner of said Johnson's Lot; thence North along said Johnson's West line twenty four feet two and one eight inches to the Northwest corner of said Johnson's Lot being the South line of said property now or formerly of Mary C.S. Todd and Leo Rassiew; thence West along said Todd and Rassiew's south line Thirty six feet five and one quarter inches to the center line of a private alley; thence South along the center line of said private alley one hundred and six feet and six inches to the North line of Market Street thence East along said North line of Market Street one hundred and thirty five feet to the place of beginning. Bounded on the North by property now or formerly of Mary E.A. Johnson, Mary C.S. Todd and Leo Rassiew on the East by property now or formerly of Mary E.A. Johnson and said Sixth Street; on the South by said Market Street and on the West by the center line of said private alley. Including thereon, the Western 1/2 of Sixth (6th) Street vacated by Ordinance No. 60213, adjoining the above property on the East.

Parcel 5:

A Lot in City Block 131, fronting 26 feet on the West line of Sixth Street by a depth Westwardly by 98 feet 7-3/8 inches on South line of 98 feet 8-3/4 inches on the North line to East line of Lot of Lucy Gooding and having a width in rear 24 feet 2-1/8 inches. Southeast corner of lot being 85 feet 6 inches North of North line of Market Street, measured along West line of 6th Street.

Parcel 6:

A tract of ground in Block 131 of the City of St. Louis, Missouri: Beginning at point of intersection of South line of Chestnut Street (60' wide) West of the West line of 6th Street (60' wide) thence Westwardly along South line of Chestnut Street 135 feet mor or less to point in centerline of private alley; thence South along center line of alley 120 feet 10-1/2 inches more or less to point in North line of property of Southern Real Estate & Financial Company, thence East along North line of property of Southern Real Estate & Financial Co. 135 feet more or less to point in West line of 6th Street 120 feet 10-1/2 inches more or less to the point of beginning. Including the Western 1/2 of Sixth (6th) Street vacated by Ordinance No. 60213, adjoining the above property on the East.

EXHIBIT B**MBE/WBE Policy**

The District and the Foundation shall endeavor to ensure the maximum utilization of qualified minority business enterprises ("MBEs") and qualified women's business enterprises ("WBEs") in the proposed permanent improvements upon City Blocks 114 and 131 while at the same time achieving a competitive contract price for goods and services of high quality.

An "MBE" is defined as a sole proprietorship, partnership or corporation that is at least fifty-one percent (51%) owned, operated and controlled by minority group members. "Controlled" means that the minority group member(s) must have and exercise actual day-to-day operational and managerial control and receive an interest in capital and earnings commensurate with the member(s)' percentage of ownership. Minority groups covered by this policy include Black-Americans, Hispanic-Americans, Native-Americans, and Asian-Pacific Americans legally residing in the United States.

A "WBE" is defined as sole proprietorship, partnership or corporation that is at least fifty-one percent (51%) owned, operated and controlled by a woman or women. "Controlled" means that the woman or women must have and exercise actual day-to-day operational and managerial control and receive an interest in capital and earnings commensurate with the member(s)' percentage of ownership.

"Certified" is defined as recognized and certified by the City as an legitimate MBE and/or WBE.

“**Maximum utilization**” means, with respect to the proposed improvement project, that the general contractor shall take all reasonable steps: (i) to provide MBEs and WBEs with the maximum opportunity to compete for all construction contracts and subcontracts, and to furnish supplies and labor (“**Subcontracts**”); and (ii) to award the maximum possible dollar volume of contracts to Certified MBEs and WBEs while at the same time achieving a competitive contract price for goods and services of high quality. The goals for maximum utilization are that at least twenty-five percent (25%) of the dollar volume of all contracts let for the project be awarded to Certified MBEs and that at least five percent (5%) of the dollar volume of all contracts let for the project be awarded to Certified WBEs. Participation by MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area shall not count towards the goals established in this Policy. All MBEs and WBEs to which contracts are awarded shall perform commercially useful functions commensurate with the dollar amount of the contract. Joint venture, manufacturer and supplier participation shall be counted in the manner such participation is typically counted by the City. A MBE and/or WBE shall be considered to perform a commercially useful function when the MBE and/or WBE is responsible for the execution of a distinct element of the work of a contract and the carries out such responsibility by actually performing, managing and supervising all of the work involved.

Following the selection of a general contractor for the project, the Foundation and the general contractor shall work with the City to formulate a plan for maximum utilization of Certified MBEs and WBEs. If a bid or proposal provided by an MBE or WBE is rejected, the general contractor shall provide a legitimate and non-discriminatory reason for rejecting the bid or proposal. Prior to the commencement of construction, the District shall cause the general contractor to submit to the City an M/WBE Utilization Plan, which Plan shall be reasonably acceptable to the City. During the construction process, the District shall also cause the general contractor to submit Monthly M/WBE Utilization Reports to the City, which Reports shall document the actual utilization of an payments to MBEs and WBEs during the course of the construction process.

If following the award of any contract to an MBE or WBE, the MBE or WBE is unable to perform the work in a satisfactory manner in accordance with the required schedule, the general contractor shall make a good faith effort to replace such MBE or WBE with another Certified MBE or WBE.

Each general contract shall make adequate provision to compensate the District for damages in the event the actual utilization of and payments to MBEs and WBEs do not meet or exceed the utilization and payment amounts set forth in the M/WBE Utilization Plan approved by the City.

A general contractor’s good faith efforts to meet the MBE and/or WBE goals may include, but are not limited to, such items as the following:

(a) Worked throughout the bidding, planning and execution of the construction process with the City to ensure that available MBEs and WBEs are appropriately matched to contracting opportunities commensurate with such MBEs’ and WBEs’ skills, experience and capacity;

(b) Advertised in general circulation trade association and socially and economically disadvantaged business-directed media concerning the subcontracting opportunities;

(c) Provided written notice to a reasonable number of specific MBEs and/or WBEs that their interest in the contract is solicited, in sufficient time to allow the MBEs and/or WBEs to participate effectively;

(d) Followed up on initial solicitations of interest by contracting MBEs and/or WBEs to determine with certainty whether the MBEs and/or WBEs were interested;

(e) Selected portions of the work to be performed by MBEs and/or WBEs in order to increase the likelihood of meeting the MBE and/or WBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE and/or WBE participation);

(f) Provided interested MBEs and WBEs adequate information about plans, specifications and requirements of the contract.

(g) Negotiated in good faith with interested MBEs and WBEs not rejecting MBEs and/or WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;

(h) Made efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance required by the District or by the bidder; and

(i) Made effective use of the services of available disadvantaged business trade organizations, minority contractors’

group, local, state and federal disadvantaged business assistance offices and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

[The general contract for the Kiener Plaza project shall provide a reasonable retainage to be withheld until the date of substantial completion. Pending completion of the contract, amounts paid to MBEs and WBEs shall be reported to the District and the City on a monthly basis. Prior to the release of the retainage, the general contractor shall file a list with the District showing the MBEs and WBEs used, the work performed, and the dollar amount paid to each Certified MBE and WBE. The general contract shall provide that in the event the actual dollar amount paid to MBEs and WBEs falls short of the amount to be paid as set forth in the M/WBE Utilization Plan approved by the City, the District may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the contract shall provide that the monetary difference between the amount to be paid to the MBEs and/or WBEs as set forth in the Plan as approved less the amount actually paid to the MBEs and/or WBEs for performing a commercially useful function will be deducted from the contractor’s payments as liquidated damages. No such deduction will be made when, for reasons beyond the reasonable control of the contractor, the MBE and/or WBE participation set forth in the Plan is not met. Any amount so deducted will be donated to organizations offering scholarship and/or internship programs for disadvantaged or disabled youth. The District shall report to the City the occurrence and amount of any such deduction and the organization to which the money is donated or the use made thereof by the District for scholarship and/or internship programs.]

EXHIBIT C

Certificate for Disbursement from the Kiener Plaza Maintenance Account

To whom it may concern:

Pursuant to Section 5(e) of the Cooperation Agreement dated as of _____ (the “Cooperation Agreement”) by and among the Metropolitan Park and Recreation District, d/b/a The Great Rivers Greenway District, a body corporate and a political subdivision of the State of Missouri, CityArchRiver 2015 Foundation, a not-for-profit trust organized under the laws of the State of Missouri, and City of St. Louis, Missouri, a constitutional charter city of the State of Missouri (the “City”), the City hereby states and certifies that (i) the names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and a brief description of the work performed and/or materials furnished are as set forth on Attachment I hereto, (ii) the Foundation has approved the use of the funds for the purposes described on Attachment I hereto, (iii) the amounts requested either have been paid by the City, or are justly due to persons, firms or corporations (whose names and addresses are stated on Attachment I hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials for the maintenance of the Kiener Plaza in accordance with the maintenance plan described in Section 5(b) of the Cooperation Agreement, and are proper charges against the Kiener Plaza Maintenance Account, (iv) no part thereof has been or is being made the basis for the withdrawal of any moneys in any previous or pending request for payment, and (v) invoices, statements, vouchers or bills for the amounts requested are attached hereto.

CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

ATTACHMENT 1

REQUEST NO.: _____

DATE: _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm to whom payment is due	Amount to be paid	General description of payee	The Costs for which the obligation to be paid was incurred

(1) For each obligation this should include a brief description of the nature of such cost.

Approved: February 18, 2015

**ORDINANCE #69955
Board Bill No. 198
Committee Substitute/As Amended**

An ordinance repealing Ordinance 68663, codified as Chapter 3.110.120 of the Revised Code of the City of St. Louis and in lieu thereof enacting a new ordinance relating to a "complete streets" policy for the City of St. Louis, stating guiding principles and practices so that transportation improvements are planned, designed and constructed to encourage walking, bicycling and transit use while promoting safe operations for all users, containing a severability clause.

WHEREAS, the City of St. Louis recognizes that all people have a right to access safe and comfortable transportation facilities, regardless of mode of transportation, age, ability, income, race, or gender; and

WHEREAS, the City desires to encourage walking, bicycling and transit use as safe, convenient and widely available modes of transportation for all people; and

WHEREAS, the USDOT's policy is to incorporate safe and convenient walking and bicycling facilities into transportation projects, and encourages transportation agencies to move beyond the minimum requirements and proactively provide convenient, safe, and context-sensitive facilities that foster increased use by pedestrians and bicyclists of all ages and abilities, and utilize universal designing characteristics; and

WHEREAS, the U.S. Census Bureau projects that by 2025, the portion of Missouri residents over 65 shall increase from 14% to 20%, and will need the public right-of-way to better serve them with safe places to walk, bicycle, or access mass transit; and

WHEREAS, the City desires to update a "Complete Streets" policy which is to be used as a guiding principle in the design, operation and maintenance of City streets to promote safe and convenient access and travel for all users including pedestrians, bicyclists, motorists, transit riders, and people of all abilities;

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

SECTION ONE. Ordinance 68663, codified as Chapter 3.110.120 of the Revised Code of the City of St. Louis is hereby repealed and in lieu thereof the following provisions are enacted:

SECTION TWO. Complete Streets Policy

This ordinance sets forth the guiding principles and practices that shall be used in the City of St. Louis transportation projects. The City of St. Louis shall develop a safe, reliable, efficient, integrated, accessible and connected multimodal transportation system that shall equally promote access, mobility and health for all users.

SECTION THREE. Definitions

1. "Complete Streets" means a transportation corridor that is planned, designed, operated, and maintained for all users. Complete streets are planned, designed, and operated to enable safe accessible travel for all users with a goal towards creating an integrated network of complete streets. Transportation improvements, facilities and amenities that may contribute to complete streets and that are considered as elements of a complete street are: **Public rights of way that are compliant with the Americans with Disabilities Act (ADA), its regulations, and its best practices as suggested by the U.S. Department of Transportation**, allocation of right of way to pedestrian and bicycle travel, street and sidewalk lighting, pedestrian and bicycle facilities; access management; ADA compliant transit stops and stations; context sensitive landscaping, utility relocations, street amenities, and accessible connections to adjacent land uses.

2. "Users" means individuals that use streets, including pedestrians, bicyclists, motorists, public transportation riders and drivers, emergency responders, freight providers and people of all ages and abilities, including children, youth, families, older adults and individuals with disabilities.

3. "Pedestrian" means:

(a) A person who is on foot; or

(b) A person who is using any means of conveyance propelled by human power other than a bicycle; or

(c) A person who is using an electric personal assistive mobility device; or

(d) A person who is operating a self-propelled wheelchair, motorized tricycle, or motorized quadricycle to act as a pedestrian and, by reason of physical disability, is otherwise restricted in movement as or unable to move about on foot.

SECTION FOUR. Scope of Complete Streets Applicability

1. The City of St. Louis shall routinely plan, design, operate, and maintain its streets and sidewalks for all users and approach transportation improvements as an opportunity to create safer, more connected, more accessible streets for all users by implementing Complete Streets elements in transportation projects. These elements provide appropriate accommodation for pedestrians, transit users, bicyclists, motorists, and persons of all abilities, regardless of age, while promoting safe operation for all users, in a context sensitive manner in relation to the surrounding community.

2. All transportation facilities owned by the City of St. Louis in the public right of way including, but not limited to, streets, bridges and all other connecting sidewalks and pathways shall be designed, constructed, and operated so that users of all ages and abilities can travel safely and independently. This includes, but is not limited to, the establishment of one or more complete streets features such as sidewalks, refuge islands, bulbouts, pedestrian and traffic signals, accessible curb ramps, crosswalks, bicycle lanes, **separated bicycle facilities**, multi-use paths, traffic-calming devices, bicycle parking facilities, signage, street trees and landscaping, public transportation stops and facilities, and other infrastructure designs which enhance safety, in conjunction with construction, reconstruction, or other investment to a transportation facility.

3. The City of St. Louis shall incorporate **complete street elements and principles** into public strategic plans, standards, manuals, rules, regulations and programs.

4. The City of St. Louis recognizes that Complete Streets will be achieved through single or multiple elements incorporated into a particular project, and improvements will occur incrementally over time.

SECTION FIVE. Implementation

The City of St. Louis shall make Complete Streets integral to everyday transportation decision-making practices and processes. To this end:

1. The City of St. Louis shall establish an inter-departmental steering committee to oversee the implementation of this policy. The committee shall include Directors or their designees from the Departments of Streets, Planning and Urban Design, Board of Public Service, Health Department, Department of Parks, Recreation, and Forestry, and the Office of the Disabled. It shall be called the Complete Streets Steering Committee and fulfill the following duties:

(a) Meet at least quarterly;

(b) **Identify areas that are most deficient or dangerous for users based on injury and fatality data and review of the latest City Pedestrian Safety Action Plan and the latest Strategic Highway Safety Plan.**

(c) Assess potential obstacles to implementing Complete Streets practices;

(d) Integrate complete streets principles into appropriate policy documents, plans, project selection processes, design manuals and maintenance procedures;

2. Collaborate with internal and external transportation stakeholders to identify performance measures and establish benchmarks.

3. When available, the City of St. Louis shall provide nationally recognized professional development and training on **complete streets practices and principles** for staff through conferences, classes, seminars, and workshops such as those delivered by professional planning and engineering organizations.

4. The City of St. Louis shall identify areas that are most deficient or dangerous for users based on injury and fatality data **available in existing and future reports**. A list of such areas will annually be presented to the Board of Alderman to assist in prioritizing public infrastructure improvements.

SECTION SIX. Severability.

If any provision of this Ordinance shall be held or deemed to be held invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction 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 whatsoever.

Approved: February 25, 2015

