

ORDINANCE #70019
Board Bill No. 38

An ordinance to regulate employer and employee working relationships between the City of St. Louis and all employees under the Medical Examiner's Office, including a compensation plan, terms and conditions of employment, benefits, leaves of absence, and authorization for a Deferred Compensation Plan; repealing Ordinance 69193; 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 Medical Examiner's Office with bi-weekly rates are hereby allocated as listed below in accordance with the classification plan by the Chief Medical Examiner to a grade and overtime code in the following section with rates established in Section 2 of this ordinance.

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Administrative Assistant I	1621	13 G	3
Administrative Assistant II	1622	14 M	1
Administrative Assistant III	1623	15 M	1
Administrative Secretary	1137	13 G	3
Autopsy Technician I	5411	10 G	3
Autopsy Technician II	5412	11 G	3
Autopsy Technician III	5413	12 G	3
Autopsy Technician Supervisor	5414	13 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
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
Custodian/Courier	3711	7 G	3
Custodian (Lead)	3712	8 G	3
Document Specialist I	5643	11 G	3
Document Specialist II	5644	12 G	3
Executive Assistant to the Chief Medical Examiner	1735	18 M	1
Executive Director for Operations	1736	23 M	1
Executive Secretary to the Chief Medical Examiner	1136	14 G	3
Forensic Office Administrator I	1621	19 M	3
Forensic Office Administrator II	1622	20 M	1
Forensic Office Administrator III	1623	22 M	1
Medical Transcriptionist	1122	12 G	3
Medicolegal Investigation Supervisor	2355	17 M	2
Medicolegal Investigator I	2351	13 G	3
Medicolegal Investigator II	2352	14 G	3
Medicolegal Investigator III	2353	16 G	3
Medicolegal Investigator IV	2354	17 G	3
Morgue Attendant	5410	8 G	3
Record File Clerk	1111	9 G	3
Secretary	1132	10 G	3
Typist Clerk I	1121	8 G	3

TITLE	CODE	GRADE/ SCHEDULE	OVTM
Typist Clerk II	1122	9 G	3
Typist Clerk III	1123	10 G	3
Telephone Operator	1161	6 G	3
X-ray Technician	5441	11 G	3
Intern – Level 1	9991	00 I	3
Intern – Level 3	9992	00 I	3
Intern – Level 3	9993	00 I	3
Intern – Level 4	9994	00 I	3
Intern – Level 5	9995	00 I	3
Intern – Level 6	9996	00 I	3

SECTION 2
OFFICIAL PAY SCHEDULE FOR MEDICAL EXAMINER GRADES

The Chief Medical Examiner recommends pay schedules for all pay grades denoted in Section 1(a) of the classification plan prepared and adopted by management. The official pay schedules and their corresponding salary ranges as hereby adopted in this Section 2 are as follows: (a) – General and Management Schedule.

(a) GENERAL AND MANAGEMENT PAY SCHEDULE:

(1) The following bi-weekly pay schedule for all pay grades denoted with the suffix "G" 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" 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

Grade Step	14	15	16	17	18	19	20	21	22	23
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) **SHIFT DIFFERENTIAL:** Shift differential shall be paid for certain work assignments. The Chief Medical Examiner 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) 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 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) 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) shall receive shift differential for working a portion of an eligible shift, providing 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) 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.

(c) **WEEKEND DIFFERENTIAL:** When employees whose pay range is established in Section 2(a) 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 whole 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.

(d) The Chief Medical Examiner 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 Chief Medical Examiner, 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.

The Chief Medical Examiner is 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.

(e) The Chief Medical Examiner 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.

(f) The Chief Medical Examiner, 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 Chief

Medical Examiner 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 the Medical Examiner to establish call back procedures for employees as an established condition of employment.

(g) The Chief Medical Examiner 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 Office of the Medical Examiner.

(h) The Chief Medical Examiner 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.

(i) (1) The Chief Medical Examiner 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 Chief Medical Examiner 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 Chief Medical Examiner 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 Chief Medical Examiner.

(3) Notwithstanding any other provision in this ordinance, the Chief Medical Examiner is authorized to extend the maximum of the pay ranges by up to twenty-five percent (25%) for the purpose of compensating positions which are extremely hard to fill.

(4) The Chief Medical Examiner 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 Chief Medical Examiner. The Chief Medical Examiner may establish an authority to evaluate suggestions and determine awards; the decisions of this authority shall be final.

(j) 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 manager/supervisor with the prior approval of the Chief Medical Examiner. 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 Chief Medical Examiner 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 Chief Medical Examiner 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 Medical Examiner's Office, 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.

(k) The Chief Medical Examiner may 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.

The Chief Medical Examiner may exercise the option to furnish such uniform as may be required in the employee's performance of his/her duties.

The Chief Medical Examiner may establish regulations relating to employees' eligibility for reimbursement for uniforms.

Further, when funds have been budgeted therefore, the Chief Medical Examiner may authorize reimbursement to uniformed investigative or autopsy room employees of up to fifty dollars (\$50) per incident for damage to personal property sustained while the employee was directly engaged in performing assigned and/or authorized duties during a shift.

(l) (1) Contingency assignment differential will 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 Chief Medical Examiner 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 Chief Medical Examiner 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. The Chief Medical Examiner will review the qualifications 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) with the prior approval of the Chief Medical Examiner, 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 Chief Medical Examiner 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 Chief Medical Examiner 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) with the prior approval of the Chief Medical Examiner, 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 Chief Medical Examiner 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.

(m) City employees who are required by the Chief Medical Examiner 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 Chief Medical Examiner 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 Medical Examiner's Office 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 Chief Medical Examiner 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 Chief Medical Examiner finds that it is difficult to secure the services of persons with minimum qualifications or experienced qualified persons at the minimum rate.

The Chief Medical Examiner 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.

In the event that the Chief Medical Examiner finds that it is difficult to secure the services of sufficient numbers of employees for a class or occupational series after a diligent recruitment effort, the Chief Medical Examiner may establish a new maximum rate for the class(es) which is not more than twenty-five percent (25%) above the maximum established in this ordinance.

(c) 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 Chief Medical Examiner.

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 Medical Examiner's Office 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 or Management 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. The Chief Medical Examiner, 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) 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.

(b) Demotion: This shall be defined as a change of an employee in the Medical Examiner's Office 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 Medical Examiner's Office 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 Chief Medical Examiner.

(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 Medical Examiner Office as determined by

the Chief Medical Examiner, his/her salary may be reduced by reason of the new salary range and grade with the prior approval of the Chief Medical Examiner. 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 and Management Schedule;

(1) Any employee whose salary is established in Section 2(a) – General and Management Pay Schedules, may 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%) 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) or ratings as determined by the Chief Medical Examiner.

(2) A non-exempt (Overtime Code 3 or 4) employee whose pay is established in Section 2(a) 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 Chief Medical Examiner may authorize different anniversary dates for an employee or groups of employees.

(c) The Chief Medical Examiner may evaluate the performance of an employee whose salary is established in Section 2(a) 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 Chief Medical Examiner 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:

The Chief Medical Examiner 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) 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 Chief Medical Examiner, following approval of such salary action.

(d) The Chief Medical Examiner may approve 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.

(e) The pay of any employee may be decreased as a disciplinary action by the Chief Medical Examiner 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.

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

(g) The Chief Medical Examiner 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 Medical Examiner's Office 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 69193 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 Chief Medical Examiner 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 Chief Medical Examiner 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 Chief Medical Examiner 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 Medical Examiner's Office shall be paid bi-weekly. The Chief Medical Examiner 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 Chief Medical Examiner finds it necessary to add a new class to the classification plan, the Chief Medical Examiner shall allocate the class to an appropriate grade and schedule in this ordinance and notify the Board of Aldermen of this action.

Whenever the Chief Medical Examiner finds it necessary to change the overtime code of an existing class within the classification plan, the Chief Medical Examiner shall change the overtime code and notify the Board of Aldermen of this action.

Whenever the Chief Medical Examiner finds it necessary to change the pay schedule of an existing class within the classification plan, the Chief Medical Examiner shall allocate the class to the appropriate schedule in this ordinance 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 Chief Medical Examiner 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 Chief Medical Examiner for final approval by the Board of Aldermen.

SECTION 12 PAYROLL FORMS

The Chief Medical Examiner shall prescribe forms on which subordinate managers 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 Chief Medical Examiner 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 Chief Medical Examiner 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 Chief Medical Examiner. The Comptroller shall provide the Chief Medical Examiner 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 Chief Medical Examiner 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

Medical Examiner's Office.

SECTION 14 MINIMUM WORK HOURS

The Chief Medical Examiner 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 manager/supervisor shall submit to the Chief Medical Examiner the work schedule established for each position in the work unit. Work schedule reports shall be submitted upon request of the Chief Medical Examiner or whenever the manager/supervisor proposes to change the permanent work schedule of a position. The work schedule submitted by the manager/supervisor shall constitute the normal work schedule for the position when approved by the Chief Medical Examiner.

All employees in the Medical Examiner's Office 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): 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 and occupying positions in the Medical Examiner's Office. The minimum daily and annual service required of such employees shall be in proportion to the average minimum weekly hours established.

Each manager/supervisor shall so arrange the time for reporting for work, for luncheon intermission, and for quitting work of the various employees under their jurisdiction.

(b) Management Employees: Managers 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 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.

SECTION 15 OVERTIME

(a) The Chief Medical Examiner shall determine those positions in the Medical Examiner's Office 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.

Managers/Supervisors 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 3 (non-exempt) in this ordinance shall be compensated for overtime work in accordance with the provisions of this section. Each manager/supervisor shall designate and submit to the Chief Medical Examiner 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) 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.

(a) 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 Chief Medical Examiner 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.

(b) 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.

(c) The Chief Medical Examiner 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 Chief Medical Examiner directs an employee or group of employees to work in excess of forty (40) hours per week. The manager/supervisor shall maintain attendance records of the assignment(s) and submit such records at the request of the Chief Medical Examiner.

(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 manager/supervisor 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. However, a manager/supervisor 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 Chief Medical Examiner may have a maximum balance of two hundred forty (240) hours of compensatory time; except that Management Personnel 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. 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 manager/supervisor shall establish procedures to assure that non-exempt employees are promptly granted time off when such employees request to use their earned compensatory time. A manager/supervisor may not deny non-exempt employees' requests for earned compensatory time off except when such approval would create an extreme business hardship. When a manager/supervisor determines that the work schedule of the organization will not permit the granting of such time off, the manager/supervisor 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 to an employee at the discretion of the manager/supervisor in one of the following ways: 1) on request of the employee; 2) on termination of services with the City.

(f) Before an employee is transferred, promoted or demoted from a position under one manager/supervisor to a position under another manager/supervisor or to another unit with a different appropriation, all compensatory time shall be granted or 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 sections shall keep daily attendance records of Medical Examiner Employees and shall submit periodic reports of: 1) unexcused absences and leaves; 2) reports of overtime earned, granted, and paid; or 3) the nonoccurrence of same to the Chief Medical Examiner in the form and on the dates specified as required or requested.

SECTION 16 HOLIDAYS

(a) Medical Examiner 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	President's 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 Medical Examiner 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) 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) Each manager/supervisor shall determine the manner of granting holidays and shall report his/her determination to the Chief Medical Examiner, if required by the Chief Medical Examiner. When full-time employees, whose pay is established in Section 2(a) of this compensation ordinance, 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.

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 Medical Examiner 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 Chief Medical Examiner 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 Chief Medical Examiner 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.

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 Chief Medical Examiner may establish additional guidelines and policies to govern the administration of vacation leave benefits in the Medical Examiner's Office.

(a) Vacation hours shall be granted to employees whose pay is established in Section 2(a), with appointment date before April 23, 1989.

PAY ESTABLISHED IN SECTION 2(a)

<u>Length of Cumulative Service</u>	<u>Bi-Weekly Accrual Rates</u>	<u>Annual Equivalent</u>
1 but less than 5 years	5	130
5 but less than 10 years	6	156
10 but less than 15 years	7	182
15 but less than 20 years	8	208
20 or more years	9	234

Employees employed before July 18, 2010 whose pay is established in Section 2(a) 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,

(b) Vacation hours shall be granted to employees whose pay is established in Section 2(a) with appointment date on or after April 23, 1989.

PAY ESTABLISHED IN SECTION 2(a) or 2(b) or 2(c)

<u>Length of Cumulative Service</u>	<u>Bi-Weekly Accrual Rates</u>	<u>Annual Equivalent</u>
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) 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.

(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) 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.

(e) (1) The maximum vacation balance for those working an average work week of forty (40) hours shall be six hundred (600) hours. Vacation accrual maximums, for those working more or less than forty (40) hours per week, but at least fifty percent (50%) time, shall be established in accordance with Section 17 of this ordinance.

(2) 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.

(f) 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 or beginning of terminal leave.

(g) Managers/supervisors 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 at the discretion of the manager/supervisor 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 manager/supervisor.
- (3) When an employee is terminated or resigns from the Medical Examiner's Office.

(4) When an employee whose salary is established in Sections 2(a) reaches the established maximum accrual and would cease accruing vacation, the employee may notify the manager/supervisor 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 manager/supervisor fails to establish a different vacation schedule, the employee may, at will and without assuming liability for disciplinary action, take the paid leave, which was proposed in writing.

(5) All employees may request 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. These requests are subject to the prior approval of the Chief Medical Examiner.

(h) 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.

(i) Employees who separate from the Medical Examiner's Office and who return to the Medical Examiner's Office 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.

(j) Employees who move to the Medical Examiner's Office from a non-Medical Examiner's Office shall be given credit for the years of service in the non-Medical Examiner's Office 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.

(k) 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 manager/supervisor. 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.

(l) Managers/supervisors 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 Chief Medical Examiner, 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. The Chief Medical Examiner may pay previously accrued vacation off in a lump sum to an employee whose service with the City Medical Examiner's Office 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 as if employee's vacation had been run out on payroll.

(r) Employees occupying excepted positions in the Medical Examiner's Office shall be granted vacation at the discretion of the Chief Medical Examiner. 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) Managers/supervisors shall report leave with pay for vacation and such other authorized absences as the Chief Medical Examiner shall designate in such form and at such time as the Chief Medical Examiner may require.

SECTION 18. SICK LEAVE

(a) 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 Chief Medical Examiner.

(b) An active employee who is a member of the Employees 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 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 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 Chief Medical Examiner.

(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.

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 Chief Medical Examiner.

(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.

(b) The Chief Medical Examiner 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 Chief Medical Examiner. 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 Chief Medical Examiner. 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 manager/supervisor shall institute procedures, in accordance with regulations established by the Chief Medical Examiner 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

A manager/supervisor may, with the prior approval of the Chief Medical Examiner, 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.

A manager/supervisor, with the approval of the Chief Medical Examiner, 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 a manager/supervisor 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 Chief Medical Examiner.

(a) A manager/supervisor, with the approval of the Chief Medical Examiner, may grant an employee in the Medical Examiner's Office a general leave of absence without pay for a period of one year, which may be extended, with the prior approval of the Chief Medical Examiner.

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 Chief Medical Examiner, 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 Chief Medical Examiner 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 the Medical Examiner's Office who is appointed to a position in the Medical Examiner's Office shall be granted an in-service leave without pay from the position during the term to which he/she is appointed to the position. Such leave shall be for the term of the appointment to the position and until his/her successor qualifies. Upon the expiration of the appointment to the position, the employee shall be reinstated to the position he/she occupied immediately prior to the in-service leave. The employee shall be reinstated to the position as under a temporary promotion pursuant to *Section 6(a)(2)* of this ordinance. Employees who are returned to a 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 position. Employees shall be given credit for time spent in an 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 Chief Medical Examiner.

(f) A manager/supervisor, with the prior approval of the Chief Medical Examiner, 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 Chief Medical Examiner 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 Medical Examiner's Office and other employees for the City and their dependents. The Department 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 Chief Medical Examiner 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.

SECTION 25. WORKERS' COMPENSATION AND DISABILITY LEAVE

(a) Any employee in the Medical Examiner's Office whose class title and grade are established in Section 1(a) and denoted by the suffix "G," or "M" 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 manager/supervisor, all facts concerning the incident to the City Counselor and the Chief Medical Examiner. The manager/supervisor 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) The City Counselor, the Chief Medical Examiner, or the manager/supervisor 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.

(c) 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.

(d) The City Counselor and the Chief Medical Examiner 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 manager/supervisor 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 manager/supervisor and display to the manager/supervisor the summons which the employee has received and shall give the manager/supervisor 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 manager/supervisor if discharged during their normally scheduled work hours and shall submit to his/her manager/supervisor a written statement from the Jury Commissioner certifying that the employee has served as a juror and the time and date so served. The manager/supervisor 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 manager/supervisor and shall give the manager/supervisor in writing the date and time his/her presence is required for such criminal prosecution. Each manager/supervisor shall establish controls to assure that any paid leave is actually required by the prosecuting authority. An manager/supervisor 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 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.

(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, and

(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 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 hired after the operative date 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 sick leave balance at time of retirement 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:

(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: June 29, 2015

**ORDINANCE #70020
Board Bill No. 39**

An ordinance relating to the appointment of and salaries of certain Employees in the Collector of Revenue's Office pursuant to Section 82.610, Revised Statutes of Missouri, by 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 ONE.

Ordinances 69189 and 69617 (Chapter 4.44, Rev. Code, St. Louis, Anno), is hereby repealed and a new ordinance and chapter is hereby enacted, to read as follows:

SECTION TWO. ALPHABETICAL LIST OF CLASSES

Pursuant to Section 82.610, Revised Statutes of Missouri, the Collector of Revenue is hereby authorized to appoint and employ the following officers and employees with bi-weekly rates, in accordance with the following classification plan, to a grade with rates established in Section Three of this ordinance.

TITLE	GRADE
Accounting Clerk	11G
Accounting Manager	15M
Accounting Supervisor	14G
Administrative Assistant	13G
Assistant Collector	17M
Assistant Collector, Finance	18M
Cashier Manager	15M
Collections Specialist I	12G
Collections Specialist II	13G
Compliance Auditor	16M
Compliance Clerk	8G
Compliance Officer	12G
Court Clerk	11G
Custodian	6G
Data Processing Clerk	9G
Deputy Collector/Chief of Staff	23M
Human Resources Manager	18M
Information Systems Coordinator	13G
Mail Clerk	8G
Office Coordinator	13G
Paralegal	15M
Payroll Clerk	10G
Revenue Clerk I	8G
Revenue Clerk II	9G
Revenue Clerk III	10G
Revenue Clerk IV	11G
Revenue Clerk V	12G
Revenue Manager	15M
Supervisor I	12G
Supervisor II	13G
Supervisor III	14G
Supervisor, Cashier	13G

TITLE	GRADE
Supervisor, Mail Processing	12G
Supervisor, Taxpayer Services	13G
Supervisor Tax Revenue Auditors	15M
Tax Revenue Auditor	14G
Taxpayer Cashier	9G
Taxpayer Customer Service Representative I	13G
Taxpayer Customer Service Representative II	14G
Taxpayer Specialist	9G
Technology Manager	17M

SECTION THREE. GENERAL PAY SCHEDULE

(1) There is hereby adopted as the compensations schedule for all pay grades which are denoted by the suffix "G" and "M" in Section two of this ordinance, the following ranges of salary beginning with the bi-weekly pay period concurrent with the effective date of this ordinance.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS		
GRADE	MINIMUM	MAXIMUM
6	773	1,190
7	840	1,294
8	912	1,404
9	989	1,523
10	1,074	1,654
11	1,169	1,800
12	1,270	1,956
13	1,400	2,156
14	1,605	2,472
15	1,839	2,838
16	2,110	3,255
17	2,421	3,739
18	2,777	4,293
19	3,189	4,931
20	3,662	5,664
21	3,951	6,114
22	4,263	6,600
23	4,601	7,126

(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

Grade Step	5	6	7	8	9	10	11	12	13
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	5644	6114	6600	7126

SECTION FOUR.

These salaries shall be paid out of fees collected, deducted and retained by the Collector of Revenue as provided by Section 82.650 and 82.670, Revised Statutes of Missouri.

SECTION FIVE.

(a) All pay schedules established in Ordinances 69189 and 69617 shall continue in effect until the beginning of the bi-weekly pay period effective upon passage of this ordinance.

(1) Based upon the service rating of an employee together with the standards of performance established by the Collector of Revenue shall determine eligibility for a two percent (2%) increase or at the discretion of the Collector of Revenue up to a 10% increase (merit) for exceptional performance of duties.

The compensation of the collector of revenue in a city not within a county may be annually increased by an amount equal to the annual salary adjustment for employees of such a city as approved by the board of aldermen of such city as governed by MoSS Section 82.599.1

SECTION SIX.

(a) An appointing authority may evaluate the performance of an employee whose salary is established in Section 3(a) of this ordinance for the purpose of a salary adjustment.

(1) Exceptional performance of duties:

The Collector of Revenue may increase 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:

The Collector of Revenue may reduce the salary of an employee whose level of performance or assigned duties is significantly diminished and no longer warrants payment at the current rate within the range as provided in Section 3 (a). The granting of any such increase or decrease in salary shall be made at the beginning of a payroll period.

(b) An appointing authority may approve a within-range salary adjustment in any whole dollar increment up to ten percent (10%) of an employee's bi-weekly base.

(c) The pay of any employee may be decreased as a disciplinary action at the discretion of the Collector of Revenue lower rate. Any such decrease shall be made in accordance with established disciplinary procedures. The decrease shall not be greater than fifteen percent (15%) of the current salary range. The decrease may be below the minimum of the pay range for the class. At the discretion of the Collector of Revenue a determination may be made for a specific number of bi-weekly periods or for an undetermined time.

SECTION SEVEN.

Whenever the Collector of Revenue finds it necessary to add a new class or reallocate the grade of a class of position in the classification plan, the Collector shall allocate or reallocate the class to an appropriate grade or add or amend any section this Ordinance and notify the Board of Aldermen of his action.

SECTION EIGHT. HOLIDAYS

The Collector of Revenue shall grant holiday leave with pay, holiday pay, or compensatory holiday time off in lieu of pay to employees working full-time who are paid a bi-weekly rate on the following days:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Years Day
Third Monday in January	Rev. Martin Luther King Jr. Day
February 20	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 12	Veterans' Day

Fourth Thursday in November
 Fourth Friday in November
 December 25

Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Day

The Collector of Revenue shall not grant holiday leave with pay, holiday pay, or compensatory holiday time off except as provided in this Section.

Employees working full-time and paid a bi-weekly rate whose pay is established in 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.

The Collector of Revenue shall determine the manner of granting holidays. When full-time employees 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.

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 shall apply to full-time employees paid a bi-weekly rate. Part-time bi-weekly paid 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.

In the event that the holiday schedule established in this section is revised, employees who are granted compensatory time in lieu of all holidays shall have their leave benefits adjusted accordingly.

SECTION NINE

The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and the same shall take effect and be in force immediately upon its approval by the Mayor.

SECTION TEN

Ordinances 69189 and 69617 and all other ordinances or parts of ordinance conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Approved: June 29, 2015

ORDINANCE #70021 Board Bill No. 57

An Ordinance recommended by the Planning Commission on May 6, 2015, to change the zoning of property as indicated on the District Map, from "D" Multiple-Family Dwelling District to the "F" Neighborhood Commercial District, in City Block 645 (1714-16, 1718, 1720 and 1722 N. 13th Street), so as to include the described parcels of land in City Block 645; 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 645 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described and shown in Exhibit A as follows:

A TRACT OF LAND BEING LOTS 69 THRU 72 AND PART OF LOT 68 OF RICHARD F. BARRETT'S AND OTHERS PLAT, A SUBDIVISION ACCORDING TO PLAT BOOK 1 VOLUME 2 PAGE 95 (ALSO KNOWN AS BARRETT & OTHERS ADDITION, ACCORDING TO PLAT BOOK X PAGE 82), BEING PARCELS NO 6, 7 AND 8 OF THOSE PARCELS CONVEYED TO SUNSHINE MINISTRIES ACCORDING TO BOOK 02092015 PAGE 0132 OF THE CITY OF ST. LOUIS RECORDS, SITUATED IN CITY BLOCK 645, CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF 13TH STREET, 60 FEET WIDE, WITH SOUTH LINE AN ALLEY, 20 FEET WIDE, SAID POINT BEING THE NORTHWEST CORNER OF LOT 72 OF SAID BARRETT & OTHERS ADDITION:

THENCE ALONG SAID SOUTH LINE, SOUTH 75 DEGREES 06 MINUTES 08 SECONDS EAST, 124.98 FEET TO THE WEST LINE OF SAID ALLEY, 20 FEET WIDE, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 72;

THENCE ALONG SAID WEST LINE, SOUTH 14 DEGREES 54 MINUTES 13 SECONDS WEST, 104.51 FEET TO THE NORTH LINE OF PARCEL 3 OF THOSE PARCELS CONVEYED TO SUNSHINE MINISTRIES ACCORDING TO BOOK 01262015 PAGE 0048 OF THE CITY OF ST. LOUIS RECORDS;

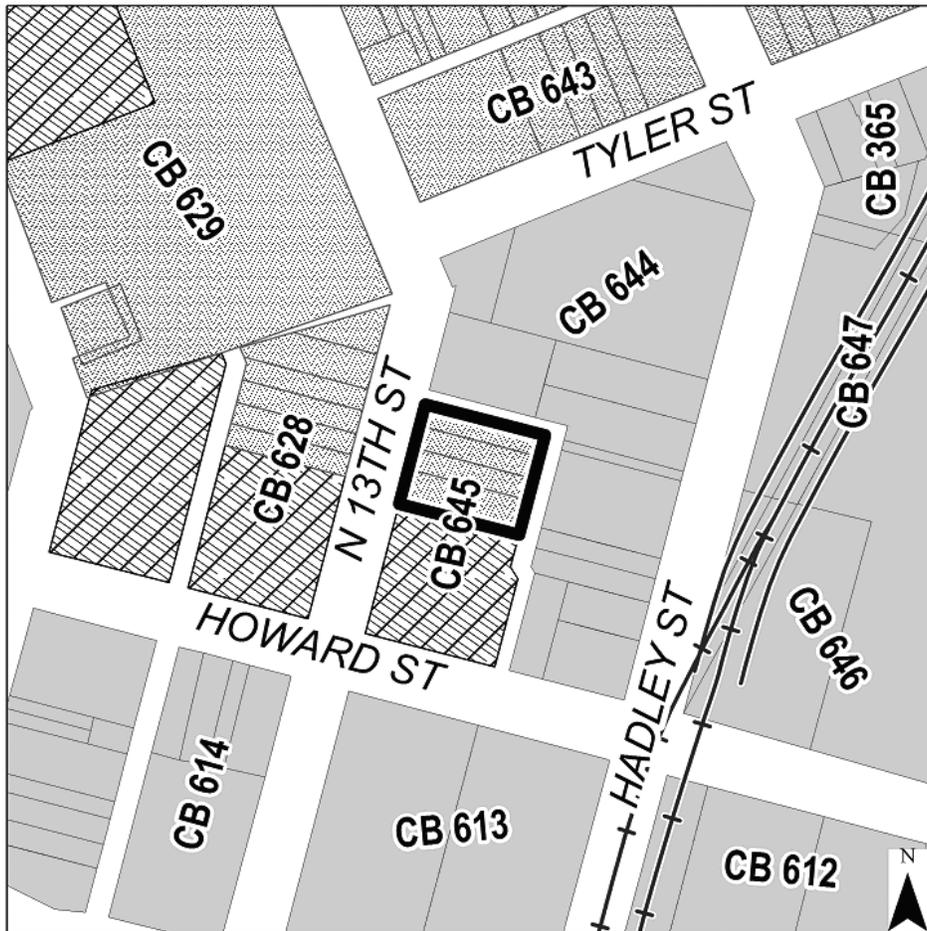
THENCE ALONG SAID NORTH LINE, NORTH 75 DEGREES 06 MINUTES 08 SECONDS WEST, 125.07 FEET TO THE EAST LINE OF 13TH STREET, AS AFOREMENTIONED;

THENCE ALONG SAID EAST LINE, NORTH 14 DEGREES 57 MINUTES 30 SECONDS EAST, 104.51 FEET POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 13,066 SQUARE FEET IS BASED ON A BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTHS OF NOVEMBER, 2014 AND JANUARY, 2015 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

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

Rezoning Area

Rezoning from "D" to "F"

PDA-047-15-REZ



Approved: June 29, 2015

ORDINANCE #70022
Board Bill No. 58

An Ordinance recommended by the Planning Commission on May 6, 2015, to change the zoning of property as indicated on the District Map, from "C" Multiple-Family Dwelling District to the "J" Industrial District, in City Block 1898 (2524-30, 2600-04, 2606, 2608, 2610, 2614, 2616-20, 2622, 2624 & 2630 Glasgow Avenue, so as to include the described parcels of land in City Block 1898; 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 1898 is hereby changed to the "J" Industrial District, real property being particularly described and shown in Exhibit A as follows:

THE NORTH 12 FEET 6 INCHES OF LOT 89 AND LOTS 90 THRU 104 OF TAYLOR'S WEST UNION ADDITION IN BLOCK 1898 OF THE CITY OF ST. LOUIS, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF CITY BLOCK 1898 IN THE CITY OF ST. LOUIS, MISSOURI; BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONTGOMERY (60 FEET WEST) STREET WITH THE EAST RIGHT OF WAY LINE OF GLASGOW (60 FEET WEST) STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF MONTGOMERY STREET SOUTH 89 DEGREES 12 MINUTES 30 SECONDS 127.50 FEET TO THE NORTHWEST CORNER OF A 15 FOOT WIDE ALLEY VACATED BY ORDINANCE NO. 65277; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID VACATED 15 FOOT WIDE ALLEY SOUTH 00 DEGREES 45 MINUTES 00 SECONDS EAST 390.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST 127.50 FEET TO THE EAST RIGHT OF WAY LINE OF SAID GLASGOW AVENUE; THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID GLASGOW AVENUE NORTH 00 DEGREES 45 MINUTES 00 SECONDS WEST 390.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.142 ACRES (49,725 SQ. FT.) MORE OR LESS.

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

EXHIBIT A DISTRICT MAP



Current Zoning District

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

Rezoning Area

Rezoning Petition
from "C" to "J"

PDA-045-15-REZ



Approved: June 29, 2015

ORDINANCE #70023
Board Bill No. 59

An Ordinance recommended by the Planning Commission on May 6, 2015, to change the zoning of property as indicated on the District Map, from "J" Industrial District to the "H" Area Commercial District, in City Block 2181.06 (3632, 3634, 3636, 3640, 3642, 3646, 3650, 3652, 3654, 3656, 3660, 3662, 3666, 3668, 3670, 3672, 3676 & 3678 Hickory Street and 3633, 3635, 3639, 3641, 3645, 3647, 3651, 3653, 3657, 3659, 3663, 3665, 3669, 3671, 3673, 3677 & 3681 Rutger Street), so as to include the described parcels of land in City Block 2181.06; 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 2181.06 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in Exhibit A as follows:

A PARCEL OF GROUND IN BLOCK 2181-S, FORMER MOTARD AVENUE, 40 FEET WIDE, VACATED BY ORDINANCE 69076 AND PART OF AN ALLEY, 15 FEET WIDE VACATED BY ORDINANCE 69076 IN THE CITY OF ST. LOUIS, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN LINE OF SAID RUTGER STREET, 60 FEET WIDE WITH THE EASTERN LINE OF SAID FORMER MOTARD STREET, 40 FEET WIDE, SAID POINT BEING NORTH 89 DEGREES 53 MINUTES 41 SECONDS WEST 266.00 FEET; FROM THE WESTERN LINE GRAND BOULEVARD, 80 FEET WIDE THENCE NORTH 89 DEGREES 45 MINUTES 56 SECONDS WEST 541.00 FEET, ALONG THE NORTHERN LINE OF SAID RUTGER STREET, TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 49 SECONDS EAST 134.00 FEET, TO A POINT IN THE SOUTHERN LINE OF SAID FORMER ALLEY; THENCE NORTH 89 DEGREES 45 MINUTES 56 SECONDS WEST 2.78 FEET, ALONG THE SOUTHERN LINE OF SAID FORMER ALLEY, TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 49 SECONDS EAST 149.00 FEET, TO A POINT IN THE SOUTHERN LINE OF HICKORY STREET, 60 FEET WIDE, TO A POINT; THENCE SOUTH 89 DEGREES 45 MINUTES 56 SECONDS EAST 543.78 FEET, ALONG THE SOUTHERN OF SAID HICKORY STREET, TO THE EASTERN LINE OF SAID FORMER MOTARD STREET, 40 FEET WIDE, TO A POINT; THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST 283.00 FEET, ALONG THE EASTERN LINE OF SAID FORMER MOTARD AVENUE, TO THE NORTHERN LINE OF SAID RUTGER STREET TO THE POINT OF BEGINNING AND CONTAINING 153,518 SQUARE FEET OR 3.52 ACRES AS PREPARED BY PITZMAN'S COMPANY.

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

Rezoning Area

Rezoning Petition
from "J" to "H"

PDA-149-15-REZ



Approved: June 29, 2015

ORDINANCE #70024
Board Bill No. 64

An ordinance to repeal Ordinance #68706 relating to the appointment and rates of compensation of certain employee's of the License Collector of the City of St. Louis and enacting in lieu thereof a new ordinance dealing with the same subject matter and containing an emergency clause.

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

SECTION ONE. Ordinance 68706 is hereby repealed and a new ordinance is hereby enacted, to read as follows:

SECTIONS TWO. Pursuant to Section 82.390.1, Revised Statutes of Missouri, the License Collector is hereby authorized to appoint and employ the following officers and employees with bi-weekly rates, in accordance with the following classification plan, to a grade with rates established in Section Three of this ordinance.

<u>Class Title</u>	<u>Grade</u>
Accountant I	6G
Accountant II	8G
Accountant III	9G
Administrative Assistant I	6G
Administrative Assistant II	8G
Administrative Assistant III	9G
Administrative Officer I	11M
Administrative Officer II	12M
Administrative Officer III	13M
Chief Deputy License Collector	17M
Compliance Officer	12M
Director of Communication	11M
Executive Administrator/ Human Resources Manager	12M
Field Representative I	6G
Field Representative II	8G
Field Representative III	9G
Legal Counsel/Assistant Deputy License Collector	16M
License Clerk I	6G
License Clerk II	8G
License Clerk III	9G

SECTION THREE. GENERAL PAY SCHEDULE

(1) The following bi-weekly pay schedule for all pay grades denoted with the suffix G or M shall become effective with the beginning of the first pay period following approval of this ordinance:

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
6	747	1121
8	889	1332
9	968	1452
11	1151	1726
12	1254	1882
13	1387	2082
16	2111	3166
17	2428	3643

SECTION FOUR. Appointments

The License Collector is authorized to appoint and employ accountants, administrative assistants, administrative officers,

assistant deputy license collector, field representatives, and license clerks and such other personnel as are deemed necessary in addition to those enumerated in Section 82.390 of the Revised Statutes of Missouri; however, the salaries shall not exceed the amount as set forth in this ordinance.

SECTION FIVE. STARTING SALARY

The License Collector may establish a recruitment rate for a single position or all positions and authorize employment at a figure above the minimum but within the range of salary established for the grade.

SECTION SIX. PROMOTION, DEMOTION, REALLOCATION AND TRANSFER

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

(a) **PROMOTION:** This shall be defined as a change of an employee from a position of one pay grade to a higher pay grade.

(1) When an employee is promoted to a position in the General or Management Schedule the employee's salary shall be set at a rate as deemed appropriate by the License Collector. However, no employee shall be paid less than the minimum rate, nor more than the maximum rate for the new position.

(b) **DEMOTION:** This shall be defined as a change of an employee from a position of one class to a position of another class which has a lower pay grade.

(1) If an employee accepts a voluntary demotion, his or her rate of pay shall be reduced to a rate within the range for the new position. However, no employee shall be paid less than the minimum, nor more than the maximum rate for the new class of position.

(c) **REALLOCATION:**

(1) The salary of an employee which is in excess of the maximum of the range prescribed by this ordinance for the grade to which his or 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 or she remains in the class of position, except as otherwise provided by this ordinance.

(2) If the employee's position is reallocated to a lower pay grade and the rate of pay for the previous position is within the salary range of the new position, his or her salary shall remain unchanged.

(3) The salary of an employee whose position is allocated to 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 grade, or from one position to another position in same pay grade, regardless of pay schedule, shall remain unchanged, provided that no employee shall be paid less than the minimum rate, nor more than the maximum rate, for the new position.

SECTION SEVEN. SALARY ADJUSTMENT

Salary adjustments for all employees shall be based on considerations of merit or success in fulfilling predetermined performance factors as established by the License Collector. Based upon the service rating of an employee together with the standards of performance established by the License Collector, The License Collector shall determine eligibility for a two percent (2%) increase or at the discretion of the License Collector up to a Ten (10%) increase (merit) for exceptional performance of duties. The compensation of the License Collector may be annually increased by an amount equal to the annually salary adjustment for employees of the city of St. Louis as approved by the Board of Alderman as provided in Section 82.390.1 of Missouri Revised Statutes.

(a) Any employee whose salary is established in Section 3 (1), General Pay Schedule, achieving an Overall Performance Rating of Meets Standards or Progressing after Fifty Two (52) weeks of continuous service shall be eligible to receive a merit increase.

(b) Any employee, whose salary is established in Section 3(1), -General Pay Schedule, achieving an Overall Performance Rating of Below Standards after Fifty Two (52) weeks of continuous service shall not receive a merit increase and must agree to a Mandatory Improvement Plan.

The License Collector may authorize different anniversary dates for an employee or groups of employees.

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

SECTION EIGHT. INCOME SOURCES

Any salary paid to an employee of the License Collector 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 License Collector 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 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 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 NINE. CONVERSION

(a) All pay schedules in Ordinance 68706 shall continue in effect.

(b) The License Collector shall establish such procedures as needed to place this ordinance into effect and interpret its provisions.

SECTION TEN. HOLIDAYS

(1) The License Collector shall grant holiday leave with pay, holiday pay, or compensatory holiday time off in lieu of pay to employees working full-time who are paid a bi-weekly rate on the following days:

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

The License Collector shall not grant holiday leave with pay, holiday pay, or compensatory holiday time off except as provided in this Section.

Employees working full-time and paid a bi-weekly rate whose pay is established in this compensation ordinance shall receive leave with 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 of 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. The License Collector shall determine the manner of granting holidays.

When full-time employees 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 and 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.

The holiday compensation procedures established by this section shall apply to full-time employees paid a bi-weekly rate. Part-time bi-weekly paid 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.

In the event that the holiday schedule established in this section is revised, employees who are granted compensatory time in lieu of all holidays shall have their leave benefits adjusted accordingly.

SECTION ELEVEN. VACATION

Vacation leave with pay shall be granted to bi-weekly paid employees in permanent positions working one-half (50%) time or more. The License Collector may establish additional guidelines and policies to govern the administration of vacation leave benefits.

SECTION TWELVE. MEDICAL LEAVE

Sick leave with pay shall be granted to bi-weekly paid employees in permanent positions working one-half (50%) time or more in accordance with regulations and procedures established by the License Collector.

SECTION THIRTEEN. CLASSIFICATION

Whenever the License Collector finds it necessary to add a new class or reallocate the grade of a class of position in the classification plan, the License Collector shall allocate or reallocate the class to an appropriate grade in this ordinance and notify the Board of Aldermen of his action.

SECTION FOURTEEN. PASSAGE OF ORDINANCE

By the enactment of this ordinance, Ordinance #68706, is hereby repealed.

SECTION FIFTEEN. EMERGENCY CLAUSE

The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health, and safety, it is hereby declared to be an emergency measure and the same shall take effect and be in force immediately upon its approval by the Mayor.

Approved: June 29, 2015

ORDINANCE #70025 Board Bill No. 72

An ordinance repealing Ordinance 69865 and in lieu thereof enacting a new ordinance prohibiting the issuance of any package liquor licenses for any currently non-licensed premises within the boundaries of the Fourteenth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

SECTION ONE. Ordinance 69865 is hereby repealed and in lieu thereof the following provisions are enacted:

SECTION TWO. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area beginning at the point of intersection of Delor St and Missouri Pacific RR, and proceeding westerly along Delor St to Steffens Ave, and proceeding southerly along Steffens Ave to Walsh St, and proceeding westerly along Walsh St to Morganford Rd, and proceeding southerly along Morganford Rd to Walsh St, and proceeding westerly along Walsh St to Gravois Ave, and proceeding westerly along Gravois Ave to Eichelberger St, and proceeding westerly along Eichelberger St to Hummel Ave, and proceeding westerly along Hummel Ave to Dahlia Ave, and proceeding northerly along Dahlia Ave to north/south alleyway, and proceeding southerly along such alleyway to Rosa Ave, and proceeding northerly along Rosa Ave to S Kingshighway Blvd, and proceeding southerly along S Kingshighway Blvd to Rosa Ave, and proceeding westerly along Rosa Ave to Macklind Ave, and proceeding northerly along Macklind Ave to Bancroft Ave, and proceeding easterly along Bancroft Ave to Brannon Ave, and proceeding northerly along Brannon Ave to Chippewa St, and proceeding easterly along Chippewa St to Missouri Pacific RR, and proceeding southerly along Missouri Pacific RR to the point of beginning. Such area shall be known as the Fourteenth Ward Liquor Control Area.

SECTION THREE. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package liquor license for any premises which is located within the boundaries of the Fourteenth Liquor Control District established in Section Two of this ordinance.

SECTION FOUR. Notwithstanding the provisions of Section Three of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 68536; and
- (2) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 68536.

SECTION FIVE. EMERGENCY CLAUSE.

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

Approved: June 29, 2015

ORDINANCE #70026
Board Bill No. 80

An ordinance repealing Ordinance 69159 and in lieu thereof enacting a new ordinance prohibiting the issuance of any 3 a.m. closing permits for any currently non- 3am licensed premises within the boundaries of the Twenty-Eighth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing exceptions and allowing, during the moratorium period, for the renewal of or transfer of existing licenses, under certain circumstances, and containing an emergency clause.

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

SECTION ONE. Ordinance 69159 is hereby repealed and in lieu thereof the following provisions are enacted:

SECTION TWO. The existence of alcoholic beverage establishments with 3am licenses appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new 3 a.m. closing permits within the area beginning at the intersection of the centerlines as follows:

Beginning at the point of intersection of the St. Louis City county line and I- 64, and proceeding northerly along the St. Louis City county line to N Skinker Blvd, and proceeding easterly along N Skinker Blvd to Norfolk and Western Rlwy, and proceeding southerly along Norfolk and Western Rlwy to Delmar Blvd, and proceeding westerly along Delmar Blvd to Des Peres Ave, and proceeding southerly along Des Peres Ave to east/west alleyway between Pershing Ave and Waterman Blvd, and proceeding easterly along such alleyway to Laurel St, and proceeding southerly along Laurel St to Pershing Ave, and proceeding easterly along Pershing Ave to north/south alleyway, and proceeding northerly along such alleyway to Laurel St, and proceeding easterly along Laurel St to Waterman Blvd, and proceeding easterly along Waterman Blvd to east/west alleyway, and proceeding easterly along such alleyway to de Giverville Ave, and proceeding easterly along de Giverville Ave to westernmost north/south alleyway between de Giverville Ave and Waterman Blvd, and proceeding northerly along such alleyway to Waterman Blvd, and proceeding easterly along Waterman Blvd to de Baliviere Ave, and proceeding southerly along de Baliviere Ave to de Giverville Ave, and proceeding easterly along de Giverville Ave to de Baliviere Ave, and proceeding southerly along de Baliviere Ave to Norfolk and Western Rlwy, and proceeding easterly along Norfolk and Western Rlwy to vacated Belt Ave, and proceeding northerly along vacated Belt Ave to Pershing Ave, and proceeding westerly along Pershing Ave to Clara Ave, and proceeding northerly along Clara Ave to Washington Ter, and proceeding easterly along Washington Ter to Union Blvd, and proceeding northerly along Union Blvd to Delmar Blvd, and proceeding easterly along Delmar Blvd to N Kingshighway Blvd, and proceeding southerly along N Kingshighway Blvd to Washington Ave, and proceeding easterly along Washington Ave to Olive St, and proceeding easterly along Olive St to N Boyle, and proceeding southerly along N Boyle to Maryland Ave, and proceeding westerly along Maryland Ave to N Newstead Ave, and proceeding southerly along N Newstead Ave to Lindell Blvd, and proceeding westerly along Lindell Blvd to N Kingshighway Blvd, and proceeding southerly along N Kingshighway Blvd to S Kingshighway Blvd, and proceeding southerly along S Kingshighway Blvd to I- 64, and proceeding westerly along I- 64 to Tamm Entrance, and proceeding southerly along Tamm Entrance to Oakland Ave, and proceeding westerly along Oakland Ave to Louisville Ave, and proceeding southerly along Louisville Ave to Berthold Ave, and proceeding westerly along Berthold Ave to Clayton Ave, and proceeding westerly along Clayton Ave to I- 64, and proceeding westerly along I- 64 to the point of beginning.

Such area shall be known as the Twenty-Eighth Ward Liquor Control District.

SECTION THREE. The Excise Commissioner shall not, for a period of three years, beginning as of the effective date of this Ordinance, approve the issuance of 3 a.m. closing permits for any premises which is located within the boundaries of the Twenty-Eighth Ward Liquor Control District established in Section Two of this ordinance.

SECTION FOUR. Notwithstanding the provisions of Section Three of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing 3am license to another owner of the same premises within the petition circle of the currently licensed premise, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 68536; and
- (2) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 68536.

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

Approved: June 29, 2015

ORDINANCE #70027
Board Bill No. 81

An ordinance authorizing and directing the Director of the Department of Human Services, via the St. Louis Area Agency on Aging, on behalf of the City of St. Louis, to accept a contract from the Missouri Alliance of Area Agencies on Aging (ma4) in the amount of \$15,000.00 and to expend those funds for Benefit Enrollment activities for Adults with Disabilities and Senior Citizens, as set forth in the contract attached as Exhibit A; appropriating said funds and authorizing the Director of the Department of Human Services, upon approval of the Board of Estimate and Apportionment, to expend such funds as permitted by the contract; and containing an Emergency Clause.

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

SECTION ONE. The Director of the Department of Human Services via the St. Louis Area Agency on Aging, on behalf of the City of St. Louis, is hereby authorized to accept a contract from the Missouri Alliance of Area Agencies on Aging (ma4) for funds in the amount of \$15,000.00 which will be used for Benefit Enrollment Activities, as specified in the Grantee Agreement CFDA#93.518 from the National Council on Aging with the Missouri Alliance of Area Agencies on Aging, specifically to accomplish the statewide performance targets of a) attracting individuals for screening and enrollment help through outreach and education; b) to submit applications in core benefits for individuals; and c) to submit applications for optional benefits for individuals and d) to follow-up with individuals to be sure they are receiving benefits. The City of St. Louis will agree to execute subcontracts for the Benefit Enrollment Activities to organizations specifically named in the SLAAA proposal to the Missouri Alliance of Area Agencies on Aging (ma4), as set forth in Exhibit A.

SECTION TWO. The Director of the Department of Human Services is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are appropriated for said purposes, by entering into contracts or agreements pursuant to the ma4 contract, in a manner that is consistent with the provisions of the contract.

SECTION THREE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, public health and safety, it is hereby declared to be an immediate measure within the meaning of Section 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: June 29, 2015

ORDINANCE #70028
Board Bill No. 82

An ordinance recommended and approved by the Director of Human Services and the Board of Estimate and Apportionment, authorizing and directing the Mayor and the Comptroller of the City of St. Louis (the "City"), with the recommendation of the Director of the Department of Human Services, via the Homeless Services Division (HSD), on behalf of the City of St. Louis, to accept, enter into, and execute on behalf of the City, Grant Agreement Awards offered by the United States of America (the "Grant Agreements", acting through the U.S. Department of Housing and Urban Development (HUD) the Grant Agreements to provide for the reimbursement or payment to the City for the United States of America's share of eligible costs incurred for City approved eligible programs furthering the work of the Continuum of Care under the Grant Agreements; and specifically authorizing and directing the acceptance of the 2013 Continuum of Care Grant Application in the amount of \$147,856.00, and the 2014 Continuum of Care Grant Application in the amount of \$146,197.00, and future Continuum of Care Grant awards, and directing the Director of Human Services to expend those Planning Grant Funding funds to accomplish and further the work of the Continuum of Care (CoC) as indicated in the Continuum of Care Program regulation (Federal Register Vol. 77 No. 147 dated Tuesday, July 31, 2012) pertaining to CoC (24 CFR part 578.7(a)(9) and 24 CFR part 578.9 (a)(3)(ii) and (b)) and the 2013 Grant Agreement Award (MO0185L7E011300) as attached as Exhibit A and the 2014 Grant Agreement Award (MO0196L7E011400); appropriating said funds and authorizing the Director of the Department of Human Services, upon approval of the Board of Estimate and Apportionment, to expend such funds as permitted by the Continuum of Care Program regulation (Federal Register Vol. 77 No. 147 dated Tuesday, July 31, 2012) pertaining to CoC (24 CFR part 578.7(a)(9) and 24 CFR part 578.9 (a)(3)(ii) and (b)) and the Grant Agreement Awards (MO0185L7E011300) and (MO0196L7E011400); and containing an Emergency Clause.

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis (the "City"), with the recommendation of the Director of the Department of Human Services, are hereby authorized to accept, enter into and execute on behalf of the City, and in the City's best interest, Grant Awards offered by the United States of America, acting through HUD, the Grant Agreements to

provide for the reimbursement or payment to the City from the United States of America, acting through its Department of Housing and Urban Development for City approved programs eligible under those Grant Agreements which forward the work of the Continuum of Care, and to accept funds in the amount of \$147,856.00 pertaining to the 2013 CoC Planning Grant and \$146,197.00 pertaining to the 2014 CoC Planning Grants, and any funding provided as a re-occurring grant award, which will be used to provide salaries for staffing and other eligible costs within the Department of Human Services, Homeless Services Division to carry out the work of the CoC as set forth in the Continuum of Care Program regulation (Federal Register Vol. 77 No. 147 dated Tuesday, July 31, 2012) pertaining to CoC (24 CFR part 578.7(a)(9) and 24 CFR part 578.9 (a)(3)(ii) and (b)) and the Grant Agreement Awards (MO0185L7E011300) and (MO0196L7E011400) specifically: Establishing and consistently following written standards for providing Continuum of Care assistance; Coordinating the implementation of housing and service systems; developing homeless prevention strategies; and ensuring compliance with requirements prescribed by HUD; specifically through providing funds for paying staff members and other eligible costs in order to carry out and accomplish this work.

SECTION TWO. The Director of the Department of Human Services is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are appropriated for said purposes, by entering into contracts or agreements pursuant to the Grant Agreement Awards (MO0185L7E011300 and MO0196L7E011400), in a manner that is consistent with the provisions of the Grant Agreement Award (MO0185L7E011300 and MO0196L7E011400) and where applicable any future re-occurring CoC Planning Grant awards.

SECTION THREE. The Director of Human Resources is hereby authorized to make such applications, to provide such data, and to take whatever action is necessary to seek federal funds under the Continuum of Care Program, or other federal programs offered by the Department of Housing and Urban Development on behalf of the City for the Division of Homeless Services to provide eligible services.

SECTION FOUR. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION FIVE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, public health and safety, it is hereby declared to be an immediate measure within the meaning of Section 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: June 29, 2015

ORDINANCE #70029
Board Bill No. 73

An ordinance establishing stop site for all northbound and southbound traffic traveling on Stolle Street at Primm Street causing it to be a three way stop intersection and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all northbound and southbound traffic traveling on Stolle Avenue at Primm Street causing it to be a three way stop intersection. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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: June 29, 2015

ORDINANCE #70030
Board Bill No. 74

An ordinance establishing stop site for all northbound and southbound traffic traveling on Stolle Street at Tesson Street causing it to be a three way stop intersection and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all northbound and southbound traffic traveling on Stolle Avenue at Tesson Street causing it to be a three way stop intersection. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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: June 29, 2015

ORDINANCE #70031
Board Bill No. 75

An ordinance establishing stop site for all eastbound and westbound traffic traveling on Loughborough Avenue at Macklind Avenue and containing an emergency clause.

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

SECTION ONE. There is hereby established a stop site for all eastbound and westbound traffic traveling on Loughborough Avenue at Macklind Avenue. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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: June 29, 2015

ORDINANCE #70032
Board Bill No. 79

An ordinance, recommended by the Board of Estimate and Apportionment, authorizing a supplemental appropriation; amending Ordinance 69736, commonly referred to as the City of St. Louis Annual Operating Plan for Fiscal Year 20142015; appropriating and setting apart projected excess general and special fund revenues to meet current expenses of City government for the current fiscal year, in the amount of Six Million, Seven Hundred Thousand Dollars (\$6,700,000) as hereinafter detailed; and containing an emergency clause.

WITNESSETH THAT,

WHEREAS, the City Budget Division has estimated general and special fund revenue accruing in excess of \$6,700,000 over originally budgeted amounts in the current fiscal year, and;

WHEREAS, personal services costs and certain other costs in the current fiscal year are projected to exceed original budget amounts and additional funding is required to ensure these obligations are met within general fund appropriation limits;

WHEREAS, the Charter of The City of St. Louis, Article XVI, Section 6, authorizes supplemental appropriations when any accruing, unappropriated City revenue is available and whenever an appropriation exceeds the amount required for the purpose for which it has been made and when the Board of Estimate and Apportionment recommends same;

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

SECTION ONE.

Pursuant to the recommendation of the Board of Estimate and Apportionment, there is hereby appropriated a supplemental appropriation, amending Ordinance 69736 in the amount of Six Million, Seven Hundred Thousand Dollars (\$6,700,000) consisting of Three Million Dollars (\$3,000,000) from excess municipal general revenues and Five Hundred Thousand Dollars (\$500,000) in Communications Fund revenues to be deposited into the GENERAL FUND, One Million Two Hundred Thousand Dollars in USE TAX EXCESS TRUST FUND revenues and Two Million Dollars (\$2,000,000) in PUBLIC SAFETY SALES TAX FUND revenues to meet current expenses of City government for the fiscal year ending June 30, 2015 as detailed in Exhibit A.

SECTION TWO.

Emergency Clause. This being an ordinance providing for the preservation of public health and safety and providing for current expenses of the City government, 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.

EXHIBIT A (Page 1 and 2)
(Is On File in the Register's Office.)

Approved: June 29, 2015

ORDINANCE #70033
Board Bill No. 66

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in irregular excess portion of 18th Street abutting the northwest corner of City Block 482-WA and adjacent to 1022, 1024 and 1100 South 18th St. in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE: The above surface, surface and sub-surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being a portion of Eighteenth Street adjacent to City Block 482-WA, City of St. Louis, Missouri, being more particularly described as follows:

Beginning at the Southwest corner of Parcel 2 of the Street and Alley Dedication Plat recorded in Plat Book 09212007 Page 0298 said point also being on the East line of Eighteenth Street, variable width, street opened under Ordinance 37407, being also the Northwest corner of property conveyed to the Land Reutilization Authority of the City of St. Louis by deed recorded in Book M1332, Page 1736 (Parcel 1 of Property 92-445) of the City of St. Louis Records; thence South 62 degrees 11 minutes 08 seconds West a distance of 64.34; thence South 40 degrees 00 minutes 53 seconds West a distance of 24.27 feet to a point on the East Right of Way of Eighteenth Street, 60' wide, being also the Southwest corner of property conveyed to E. Wardell Buckner (Parcel No. 04820901500); thence along the Northern prolongation of the East line of said Eighteenth Street North 15 degrees 40 minutes 58 seconds East a distance of 55.76 feet; thence North 62 degrees 11 minutes 08 seconds East a distance of 14.70 feet to the Northern prolongation of the South line of said Parcel 2 of the Street and Alley Dedication Plat recorded in Plat Book 09212007 Page 0298; thence along the Northern Prolongation of the South line of said Parcel 2 of the Street and Alley Dedication Plat recorded in Plat Book 09212007 Page 0298 South 74 degrees 57 minutes 32 seconds East a distance of 46.01 feet to the Point of Beginning, containing 1516 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: The petitioners are E. Wardell Buckner, Land Reutilization Authority and Henry F. Owens. Vacated area will be consolidated for residential development.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated excess street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated excess street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: July 7, 2015

ORDINANCE #70034
Board Bill No. 69

AN ORDINANCE, RECOMMENDED BY THE BOARD OF PUBLIC SERVICE, AUTHORIZING THE MAYOR AND THE COMPTROLLER OF THE CITY OF ST. LOUIS TO EXECUTE A PERPETUAL STREETScape EASEMENT, WHICH SHALL GIVE, GRANT, EXTEND AND CONFER ON THE CITY, ITS AGENTS, SUCCESSORS, AND ASSIGNS, THE RIGHT TO CONSTRUCT, MAINTAIN AND REPAIR STREETScape IMPROVEMENTS; APPROVING A PERPETUAL STREETScape EASEMENT AGREEMENT; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the Missouri Development Finance Board (“MDFB” and “Grantor”) is a body corporate and politic, duly created, organized and existing pursuant to the laws of the State of Missouri; and

WHEREAS, Grantor is the fee simple owner of property and improvements along certain portions of Washington Avenue subject to a dedicated public right-of-way (“ROW”) more particularly described in Exhibit A, attached hereto and incorporated herein by reference ; and

WHEREAS, the City desires to make certain streetscape improvements within and appurtenant to the ROW that may expand beyond the existing permitted use and scope of the ROW which requires a perpetual easement and license from the Grantor to make said improvements.

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are hereby authorized to execute a Perpetual nonexclusive Streetscape Easement, in substantially the form attached hereto as Exhibit “A” and to record same in the land records of the City of St. Louis which shall give, grant, extend and confer to the City, its agents, successors and assigns, the right to construct, maintain and repair improvements including light poles, electrical conduits and tree planters constructed within, upon, beneath, below or appurtenant to an existing right-of-way along Washington Avenue.

SECTION TWO. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION THREE. The Mayor and the Comptroller of the City or their 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 Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

SECTION FOUR. It is hereby declared to be the intention 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 hereof, 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 subsections shall be 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 accord with the legislative intent.

**EXHIBIT A
EASEMENT**

[Attached hereto]

Space Above Line Reserved For Recorder's Use

- 1. **Title of Document:** Perpetual Streetscape Easement
- 2. **Date of Document:** _____, ____,2015
- 3. **Grantee(s) and Statutory Mailing Addresses:** **Missouri Development Finance Board**
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, MO 65101
Attn: Robert V. Miserez

4. **Grantee(s) and Statutory Mailing Addresses:** **City of St. Louis**
City Hall, Room ____
1200 Market Street
St. Louis, MO 63103
5. **Legal description:** See Exhibit A annexed to the document.
6. **Reference(s) to Book and Page(s):** **Existing Right of Way**
Plat Book 53 pages 26 and 27
- Grantor's Property Vesting Deed**
Book 04302010 Page 0238

PERPETUAL STREETSCAPE EASEMENT

THIS PERPETUAL STREETSCAPE EASEMENT (this "Easement") is made and entered into as of this ___ day of _____, 2015, by and between **Missouri Development Finance Board, a body politic and corporate of the State of Missouri** (the "Grantor"), in favor of the City of St. Louis, a body politic and corporate of the State of Missouri (the "City" or "Grantee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Special Warranted Deed recorded in the City of St. Louis Recorder of Deeds in Book 04302010 at Page 0238, Grantor is the fee simple owner of certain real property and improvements described on Exhibit A, attached hereto and incorporated herein ("Grantor's Property").

WHEREAS, pursuant to certain dedication Plats recorded in the City of St. Louis Recorder of Deeds in Plat Book 53 pages 26 and 27, Grantor's Property is subject to a dedicated public right-of-way for pedestrian traffic in the surface only along certain portions of Washington Avenue, *inter alia*, in the City of St. Louis, Missouri (the "ROW").

WHEREAS, the City desires to make certain streetscape improvements within and appurtenant to the ROW that may expand beyond the existing permitted use and scope of the ROW, and Grantor desires to grant an easement in and to certain surface and subsurface rights to Grantee in connection therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.** Grantor does hereby REMISE, RELEASE and QUITCLAIM, upon the terms and conditions set forth herein, unto Grantee, its successors and assigns, a perpetual nonexclusive easement in, upon, over, under and across the areas as depicted on Exhibit B (Easement Plat) and as more particularly described on Exhibit C (Legal Description of Easement Areas) (the "Easement Areas"), for the purpose of the construction, maintenance and repair of light poles, electrical conduits and tree planters constructed, within, upon, beneath, below or appurtenant to the existing ROW (collectively, the "Improvements").

2. **Construction, Maintenance and Repair of Improvements.** Prior to commencing construction or reconstruction of the Improvements, Grantee shall submit its proposed construction drawings to Grantor for review and approval. The drawings shall be prepared and sealed by a professional engineer registered in the State of Missouri. Design loads must be in accordance with the appropriate building code standards and be stated on the drawings. Grantee shall make whatever modifications to its drawings as Grantor may require in its reasonable discretion. Grantee shall construct the Improvements in accordance with the drawings as approved by Grantor at no cost to Grantor, except as expressly agreed to by Grantor. To eliminate potential conflicts, the Improvements shall not be constructed if there are any underground utilities. Grantee shall be responsible for the cost of relocating any underground utilities. Grantee shall obtain all necessary permits prior to commencing work. Once installed, Grantee shall not make any modifications to the Improvements without Grantor's prior written consent, other than routine repair and maintenance. Grantee, at no cost to the Grantor, shall maintain the Improvements in a continuous state of good and safe condition and repair. All activities undertaken by Grantee under this Easement shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. **Covenants Running with the Land.** The provisions hereof shall run with the land and shall inure to the benefit of Grantee and be binding upon Grantor and Grantee and their respective successors-in-interest; *provided, however*, that the easements granted herein shall automatically terminate upon the complete removal of the Improvements unless construction of replacement

improvements is commenced within six months thereafter. The easements granted under Section 1 of this Easement are appurtenant easements and may not be transferred separately from, or severed from, the title to the ROW.

4. Exhibits. Any reference herein to any exhibits, addendums or attachments refers to the applicable exhibit, addendum or attachment that is attached to this Agreement, and all such exhibits, addendums or attachments shall constitute a part of this Agreement and are expressly made a part hereof.

5. Invalidity. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

7. Enforcement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

8. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Missouri.

[signature page(s) to follow]

IN WITNESS WHEREOF, the Grantor has executed this Easement Agreement the day and year first above written.

GRANTOR:

MISSOURI DEVELOPMENT FINANCE BOARD,

a body politic and corporate of the State of Missouri

By: _____

Robert V. Miserez,
Executive Director

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

On this ____ day of _____, 2015, before me appeared ROBERT V. MISEREZ, to me personally known, who being by me duly sworn, did say that he is the Executive Director of the Missouri Development Finance Board, a body politic and corporate of the State of Missouri, and that said instrument was signed in behalf of said Missouri Development Finance Board; and said ROBERT V. MISEREZ acknowledged said instrument to be the free act and deed of said Missouri Development Finance Board.

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

My Commission Expires:

Notary Public

[signatures continue on following page(s)]

IN WITNESS WHEREOF, the Grantee has executed this Easement Agreement the day and year first above written.

GRANTEE:

Approved As To Form:

THE CITY OF ST. LOUIS

CITY COUNSELOR

By: _____
Name: _____
Title: _____

CITY REGISTER

THE COMPTROLLER OF THE CITY OF ST. LOUIS:

By: Darlene Green

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

On this ___ day of ___, 2015, before me appeared ___, to me personally known, who, being by me duly sworn, did say that he/she is the ___, an authorized agent of the City of St. Louis, Missouri, a body politic and corporate of the State of Missouri, and that the within instrument was signed and sealed on behalf of said body politic and corporate of the State of Missouri by authority of its governing body, and that said individual acknowledged said instrument to be the free act and deed of said body politic and corporate.

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

My Commission Expires: Notary Public

[signatures continue on following page(s)]

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

On this ___ day of ___, 2015, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, Missouri, a body politic and corporate of the State of Missouri, and that the within instrument was signed and sealed on behalf of said body politic and corporate of the State of Missouri by authority of its governing body, and that said individual acknowledged said instrument to be the free act and deed of said body politic and corporate.

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

My Commission Expires: Notary Public

[Exhibit pages to follow]

Exhibit A

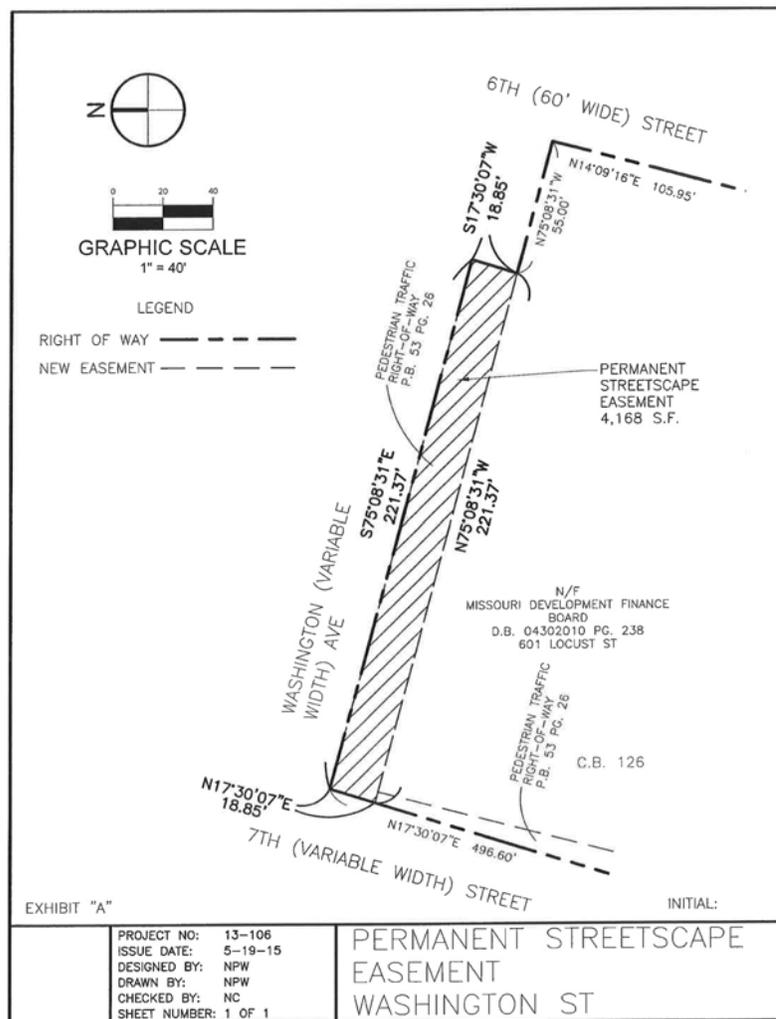
(Legal Description of Grantor's Property)

A Tract of land in City Blocks 126 and 127 of the City of St. Louis, Missouri, and described as follows:

Beginning at a point on the South line of Washington Avenue, 80 feet wide, at its intersection with the West line of 6th Street, 60 feet wide, said point being the Northeast corner of City Block 126; thence along the West line of 6th Street, said line also being the East line of City Block 126, South 00 degrees 09 minutes 32 seconds East, 105.96 feet to a point; thence leaving said point and running the following bearings and distances; North 87 degrees 23 minutes 26 seconds West, 88.70 feet; South 02 degrees 36 minutes 34 seconds West, 272.67 feet and South 87 degrees 23 minutes 26 seconds East, 91.34 feet to a point on the West line of 6th Street, as aforementioned; thence along the West line of 6th Street, said line also being the East line of City Block 127, South 02 degrees 37 minutes 07 seconds West, 94.67 feet to its intersection with the North line of Locust Street, 60 feet wide, said point being the Southeast corner of City Block 127; thence along the North line of Locust Street, said line also being the South line of City Block 127, North 87 degrees 23 minutes 26 seconds West, 50.00 feet to the Northeast corner of that portion of Locust Street as vacated by Ordinance Nos. 58816 and 59430; thence leaving the North line of Locust Street and running along the East line of that portion of Locust Street, as vacated by said Ordinances, South 02 degrees 36 minutes 34 seconds West, 17.33 feet to the Southeast corner

thereof; thence along the South line of that portion of Locust Street, as vacated, North 87 degrees 23 minutes 26 seconds West, 233.82 feet to the Southwest corner thereof, said point being located on the West line of that portion of Seventh Street, as vacated by Ordinance Nos. 58720, 58816, and 59430; thence along the West line of that portion of 7th Street, as vacated, North 2 degrees, 36 minutes 34 seconds East, 496.60 feet to the Northwest corner thereof, said point being located on the North line of that portion of Washington Avenue, as vacated by Ordinance Nos. 58720, 58816 and 59430; thence along the North line of that portion of Washington Avenue, as vacated, North 89 degrees 57 minutes 56 seconds East, 221.37 feet to the Northeast corner thereof; thence along the East line of that portion of Washington Avenue, as vacated, South 2 degrees 36 minutes 34 seconds West, 18.85 feet to the Southeast corner thereof, said point being located on the South line of Washington Avenue, as aforementioned; thence along the South line of Washington Avenue, said line also being the North line of City Block 126, North 89 degrees 57 minutes 56 seconds East, 55.00 feet to the point of beginning.

**Exhibit B
(Easement Plat)**



**Exhibit C
(Legal Description of Easement Areas)
(Is on file in the Register's Office.)**

Approved: July 7, 2015

ORDINANCE #70035
Board Bill No. 70

AN ORDINANCE, RECOMMENDED BY THE BOARD OF PUBLIC SERVICE, AUTHORIZING THE MAYOR AND THE COMPTROLLER OF THE CITY OF ST. LOUIS TO EXECUTE A PERPETUAL STREETScape EASEMENT, WHICH SHALL GIVE, GRANT, EXTEND AND CONFER ON THE CITY, ITS AGENTS, SUCCESSORS, AND ASSIGNS, THE RIGHT TO CONSTRUCT, MAINTAIN AND REPAIR STREETScape IMPROVEMENTS; APPROVING A PERPETUAL STREETScape EASEMENT AGREEMENT; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the Laurel Transportation Development District (“Laurel TDD” and “Grantor”) is a political subdivision of the State of Missouri; and

WHEREAS, Grantor is the fee simple owner of property and improvements along certain portions of Washington Avenue subject to a dedicated public right-of-way (“ROW”) more particularly described in Exhibit A, attached hereto and incorporated herein by reference ; and

WHEREAS, the City desires to make certain streetscape improvements within and appurtenant to the ROW that may expand beyond the existing permitted use and scope of the ROW which requires a perpetual easement and license from the Grantor to make said improvements.

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are hereby authorized to execute a Perpetual nonexclusive Streetscape Easement, in substantially the form attached hereto as Exhibit “A” and to record same in the land records of the City of St. Louis which shall give, grant, extend and confer to the City, its agents, successors and assigns, the right to construct, maintain and repair improvements including pilasters, architectural haunches, brackets, walls or other supports for streetscape improvements of light poles and tree planters constructed within, upon, beneath, below or appurtenant to an existing right-of-way along Washington Avenue.

SECTION TWO. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION THREE. The Mayor and the Comptroller of the City or their 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 Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

SECTION FOUR. It is hereby declared to be the intention 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 hereof, 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 subsections shall be 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 accord with the legislative intent.

**EXHIBIT A
EASEMENT**

[Attached hereto]

Space Above Line Reserved For Recorder's Use

1. **Title of Document:** Perpetual Streetscape Easement
2. **Date of Document:** _____, ____, 2015
3. **Grantee(s) and Statutory Mailing Addresses:** **Laurel Transportation Development District**
906 Olive, Penthouse Suite
St. Louis, MO 63101
Attn: Amos Harris
4. **Grantee(s) and Statutory Mailing Addresses:** **City of St. Louis**
City Hall, Room ____
1200 Market Street
St. Louis, MO 63103
5. **Legal description:** See Exhibit A annexed to the document.
6. **Reference(s) to Book and Page(s):** Book 05052010 Page 0236

PERPETUAL STREETSCAPE EASEMENT

THIS PERPETUAL STREETSCAPE EASEMENT (this "Easement") is made and entered into as of this ___ day of _____, 2015, by and between **Laurel Transportation Development District**, a political subdivision of the State of Missouri (the "Grantor") in favor of the City of St. Louis, a body politic and corporate of the State of Missouri (the "City" or "Grantee").

WIT N ESSE T H:

WHEREAS, Grantor is the fee owner of a portion of Washington Avenue located in the City of St. Louis, Missouri, as more particularly described on Exhibit A attached hereto, which is subject to and subservient to the ROW (defined below).

WHEREAS, pursuant to certain dedication Plats recorded the City of St. Louis Recorder of Deeds in Plat Book 53 pages 26 and 27, the City is the owner of the public rights-of-way to which the Grantor's property is subservient and subject (the "ROW").

WHEREAS, the City desires to make certain streetscape improvements within and appurtenant to the ROW that may expand beyond the existing permitted use and scope of the ROW, and Grantor desires to grant an easement in and to certain surface and subsurface rights to Grantee in connection therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.** Grantor does hereby REMISE, RELEASE and QUITCLAIM, upon the terms and conditions set forth herein, unto Grantee, its successors and assigns, a perpetual nonexclusive easement in, upon, over, under and across the areas as depicted on Exhibit B (Easement Plat) and as more particularly described on Exhibit C (Legal Description of Easement Areas) (the "Easement Areas"), for the purpose of (1) the construction, maintenance and repair of pilasters, architectural haunches, brackets, walls or other structural supports for streetscape improvements of light poles and tree planters constructed within, upon or appurtenant to the existing ROW, and (2) the construction, maintenance and repair of tree planters constructed beneath, below, within, upon or appurtenant to the existing ROW (collectively, the "Improvements").

2. **Construction, Maintenance and Repair of Improvements.** Prior to commencing construction or reconstruction of the Improvements, Grantee shall submit its proposed construction drawings to Grantor for review and approval. The drawings shall be prepared and sealed by a professional engineer registered in the State of Missouri. Design loads must be in accordance with

the appropriate building code standards and be stated on the drawings. Grantee shall make whatever modifications to its drawings as Grantor may require in its reasonable discretion. Grantee shall construct the Improvements in accordance with the drawings as approved by Grantor at no cost to Grantor, except as expressly agreed to by Grantor. To eliminate potential conflicts, the Improvements shall not be constructed if there are any underground utilities. Grantee shall be responsible for the cost of relocating any underground utilities. Grantee shall obtain all necessary permits prior to commencing work. Once installed, Grantee shall not make any modifications to the Improvements without Grantor's prior written consent, other than routine repair and maintenance. Grantee, at no cost to the Grantor, shall maintain the Improvements in a continuous state of good and safe condition and repair. All activities undertaken by Grantee under this Easement shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of Grantee and be binding upon Grantor and Grantee and their respective successors-in-interest; *provided, however*, that the easements granted herein shall automatically terminate upon the complete removal of the Improvements unless construction of replacement Improvements is commenced within six months thereafter. The easements granted under Section 1 of this Easement are appurtenant easements and may not be transferred separately from, or severed from, the title to the ROW.

4. Exhibits. Any reference herein to any exhibits, addendums or attachments refers to the applicable exhibit, addendum or attachment that is attached to this Agreement, and all such exhibits, addendums or attachments shall constitute a part of this Agreement and are expressly made a part hereof.

5. Invalidity. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

7. Enforcement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

8. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Missouri.

9. Authority. This instrument has been executed by the Grantor acting by and through its board of directors, on the basis of RSMo. Section 238.252, which authorizes a transportation development district to exercise such other implied powers necessary or convenient for the district to accomplish its purposes which are not inconsistent with its express powers.

[signature page(s) to follow]

IN WITNESS WHEREOF, the Grantor has executed this Easement Agreement the day and year first above written.

GRANTOR:

LAUREL TRANSPORTATION DEVELOPMENT DISTRICT,
a political subdivision of the State of Missouri

By: _____
Amos Harris, Chairman

[signatures continue on following page(s)]

STATE OF MISSOURI)
) SS
C _____ OF ST. LOUIS)

On this ___ day of _____, 2015, before me appeared AMOS HARRIS, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Laurel Transportation Development District, a political subdivision of the State of Missouri, and that said instrument was signed in behalf of said district; and said AMOS HARRIS acknowledged said instrument to be the free act and deed of said district.

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

(SEAL)

Notary Public

My term expires: _____

[signatures continue on following page(s)]

IN WITNESS WHEREOF, the Grantee has executed this Easement Agreement the day and year first above written.

GRANTEE:

Approved As To Form:

THE CITY OF ST. LOUIS

CITY COUNSELOR

By: _____
Name: _____
Title: _____

CITY REGISTER

THE COMPTROLLER
OF THE CITY OF ST. LOUIS:

By: _____
Darlene Green

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

On this ___ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____, an authorized agent of the City of St. Louis, Missouri, a body politic and corporate of the State of Missouri, and that the within instrument was signed and sealed on behalf of said body politic and corporate of the State of Missouri by authority of its governing body, and that said individual acknowledged said instrument to be the free act and deed of said body politic and corporate.

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

My Commission Expires:

Notary Public

[signatures continue on following page(s)]

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

On this ___ day of _____, 2015, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, Missouri, a body politic and corporate of the State of Missouri, and that the within instrument was signed and sealed on behalf of said body politic and corporate of the State of Missouri

by authority of its governing body, and that said individual acknowledged said instrument to be the free act and deed of said body politic and corporate.

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

My Commission Expires:

Notary Public

[Exhibit pages to follow]

Exhibit A

(Legal Description of Laurel TDD Property)

A portion of Washington Avenue (80 feet wide) adjacent to Block 125 of the City of St. Louis, as vacated pursuant to Ordinance 59901 of the City of St. Louis, Missouri, more particularly described as follows:

Beginning at a point on the north line of Washington Avenue (80 feet wide), said point being eastwardly along said north line a distance of 90.08 feet from the point of intersection thereof with the east line of Seventh Street (60 feet wide); thence eastwardly along said north line of Washington Avenue, South 89° 57' 43" West a distance of 126.00 feet to point, said point being westwardly along said north line of Washington Avenue a distance of 55.92 feet from the point of intersection thereof with the west line of Sixth Street (60 feet wide); thence southwardly, South 2° 36' 34" West, a distance of 15.02 feet to a point; thence westwardly, along a line 15.00 feet south and parallel with said north line of Washington Avenue, North 89° 57' 43" East, a distance of 125.31 feet to a point; thence northwardly, North 0° 02' 04" east, a distance of 15.00 feet to the point of beginning.

Also described in Ordinance 59430 as follows:

A tract of land being part of Washington Avenue, 80 feet wide, adjacent to Block 125 of the City of St. Louis, Missouri, commencing at a point on the Northern line of Washington Avenue at the Southeast corner of City Block 125, thence along said Northern Street line, South 89° degrees 57 minutes 43 seconds West, 55.92 feet to the point of beginning of the herein described tract of land; thence leaving said Northern Street line and running the following bearings and distances: South 2 degrees 36 minutes 34 seconds West, 15.02 feet; South 89 degrees 57 minutes 56 seconds West, 125.31 feet and North 0 degrees 02 minutes 04 seconds West, 15.00 feet to a point on the Northern line of Washington Avenue, as aforementioned, said point being distant North 89 degrees 57 minutes 43 seconds East, 90.08 feet from the Southwest corner of City Block 125, as measured along the Northern line of Washington Avenue; thence along said Northern Street line North 89 degrees 57 minutes 43 seconds East, 126.00 feet to the point of beginning.

Exhibit B

(Easement Plat)

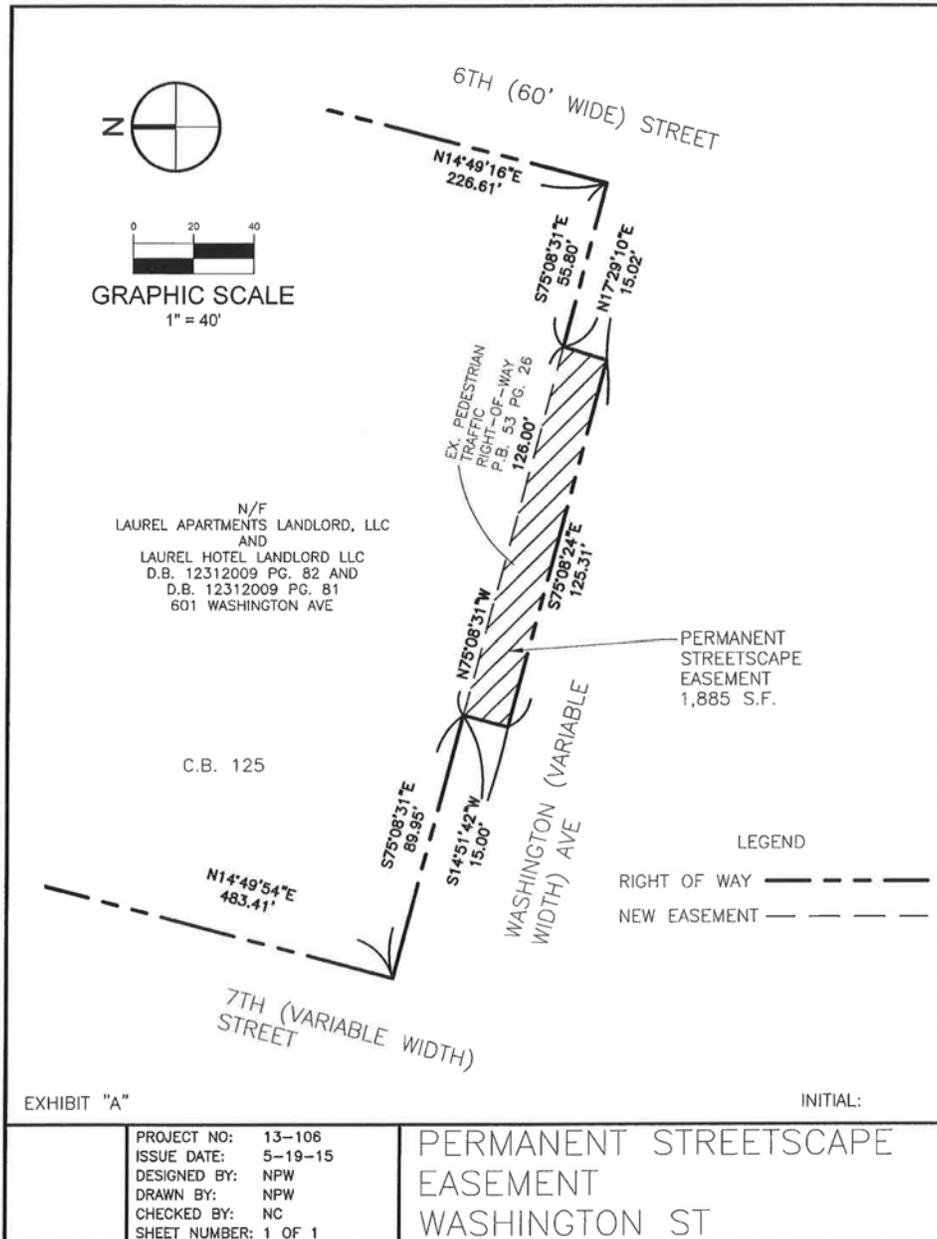


Exhibit C*(Legal Description of Easement Areas)*

A portion of Washington Avenue (80 feet wide) adjacent to Block 125 of the City of St. Louis, as vacated pursuant to Ordinance 59091 of the City of St. Louis, Missouri, more particularly described as follows:

Beginning at a point on the north line of Washington Avenue (80 feet wide), said point being eastwardly along said north line a distance of 90.08 feet from the point of intersection thereof with the east line of Seventh Street (60 feet wide); thence eastwardly along said north line of Washington Avenue, South 89° 57' 43" West a distance of 126.00 feet to point, said point being westwardly along said north line of Washington Avenue a distance of 55.92 feet from the point of intersection thereof with the west line of Sixth Street (60 feet wide); thence southwardly, South 2° 36' 34" West, a distance of 15.02 feet to a point; thence westwardly, along a line 15.00 feet south and parallel with said north line of Washington Avenue, North 89° 57' 43" East, a distance of 125.31 feet to a point; thence northwardly, North 0° 02' 04" east, a distance of 15.00 feet to the point of beginning.

Also described in Ordinance 59430 as follows:

A tract of land being part of Washington Avenue, 80 feet wide, adjacent to Block 125 of the City of St. Louis, Missouri, commencing at a point on the Northern line of Washington Avenue at the Southeast corner of City Block 125, thence along said Northern Street line, South 89 degrees 57 minutes 43 seconds West, 55.92 feet to the point of beginning of the herein described tract of land; thence leaving said Northern Street line and running the following bearings and distances: South 2 degrees 36 minutes 34 seconds West, 15.02 feet; South 89 degrees 57 minutes 56 seconds West, 125.31 feet and North 0degrees 02 minutes 04 seconds West, 15.00 feet to a point on the Northern line of Washington Avenue, as aforementioned, said point being distant North 89 degrees 57 minutes 43 seconds East, 90.08 feet from the Southwest corner of City Block 125, as measured along the Northern line of Washington Avenue; thence along said Northern Street line North 89 degrees 57 minutes 43 seconds East, 126.00 feet to the point of beginning.

Approved: July 7, 2015

ORDINANCE #70036
Board Bill No. 71

AN ORDINANCE, RECOMMENDED BY THE BOARD OF PUBLIC SERVICE, AUTHORIZING THE MAYOR AND THE COMPTROLLER OF THE CITY OF ST. LOUIS TO EXECUTE A PERPETUAL STREETSCAPE EASEMENT, WHICH SHALL GIVE, GRANT, EXTEND AND CONFER ON THE CITY, ITS AGENTS, SUCCESSORS, AND ASSIGNS, THE RIGHT TO CONSTRUCT, MAINTAIN AND REPAIR STREETSCAPE IMPROVEMENTS; APPROVING A PERPETUAL STREETSCAPE EASEMENT AGREEMENT; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the Laurel Master Condominium Association, Inc. ("Laurel Condo Association" and "Grantor") is a political subdivision of the State of Missouri; and

WHEREAS, Grantor is the fee simple owner of property and improvements along certain portions of Washington Avenue subject to a dedicated public right-of-way ("ROW") more particularly described in Exhibit A, attached hereto and incorporated herein by reference ; and

WHEREAS, the City desires to make certain streetscape improvements within and appurtenant to the ROW that may expand beyond the existing permitted use and scope of the ROW which requires a perpetual easement and license from the Grantor to make said improvements.

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are hereby authorized to execute a Perpetual nonexclusive Streetscape Easement, in substantially the form attached hereto as Exhibit "A" and to record same in the land records of the City of St. Louis which shall give, grant, extend and confer to the City, its agents, successors and assigns, the right to construct,

maintain and repair improvements including pilasters, architectural haunches, brackets, walls or other supports for streetscape improvements of light poles and tree planters constructed within, upon, beneath, below or appurtenant to an existing right-of-way along Washington Avenue.

SECTION TWO. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

SECTION THREE. The Mayor and the Comptroller of the City or their 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 Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

SECTION FOUR. It is hereby declared to be the intention 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 hereof, 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 subsections shall be 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 accord with the legislative intent.

**EXHIBIT A
EASEMENT**

[Attached hereto]

Space Above Line Reserved For Recorder's Use

- 1. **Title of Document:** Perpetual Streetscape Easement
- 2. **Date of Document:** _____, 2015
- 3. **Grantor(s) and Statutory Mailing Addresses:** **The Laurel Master Condominium Association, Inc**
906 Olive, Penthouse Suite
St. Louis, MO 63101
Attn: Amos Harris
- 4. **Grantee(s) and Statutory Mailing Addresses:** **City of St. Louis**
City Hall, Room
1200 Market Street
St. Louis, MO 63103
- 5. **Legal Description:** See Exhibit A annexed to the document.
- 6. **Reference(s) to Book and Page(s):** **Amended Condominium Declaration Recorded**
in Book 05042010 at Page 271

Amended Condominium Plat Recorded
in Book 05042010 at Page 272

PERPETUAL STREETSCAPE EASEMENT

THIS PERPETUAL STREETSCAPE EASEMENT (this "Easement") is made and entered into as of this ___ day of _____, 2015, by and between **The Laurel Master Condominium Association, Inc.**, a Missouri nonprofit corporation (the "Grantor"), in favor of the City of St. Louis, a body politic and corporate of the State of Missouri (the "City" or "Grantee").

WITNESSETH:

WHEREAS, Grantor is the condominium unit owners association under that certain Declaration of Condominium and Bylaws of The Laurel Condominium recorded in the City of St. Louis Recorder of Deeds in Book 12292009 page 382, as amended by the Amended and Restated Master Declaration of Condominium and Bylaws of The Laurel Condominium recorded in the City of St. Louis Recorder of Deeds in Book 05042010 page 0271 (collectively the "Condo Declaration"). The Condo Declaration creates a condominium for certain real estate and improvements located at 601 Washington Avenue in the City of St. Louis, Missouri, sometimes known as the "Laurel Building", as depicted on the plat thereof recorded in the City of St. Louis Recorder of Deeds in Book 12292009 page 383, as amended by the plat recorded in the City of St. Louis Recorder of Deeds in Book 05042010 page 271 (collectively, the "Condo Plat"). The Condo Declaration and Condo Plat establish certain areas as common element of the Condominium Project, as more particularly described on Exhibit A attached hereto.

WHEREAS, pursuant to certain dedication Plats recorded the City of St. Louis Recorder of Deeds in Plat Book 53 pages 26 and 27, the City is the owner of the public rights-of-way adjacent to and south of the Laurel Building known as Washington Avenue (the "ROW").

WHEREAS, below the surface of Washington Avenue, the basement story of the Laurel Building extends to the line of the curb of Washington Avenue, commonly referred to as vault space, which vault space is also subject to and subservient to ROW.

WHEREAS, the City desires to make certain streetscape improvements within and appurtenant to the ROW that may expand beyond the existing permitted use and scope of the ROW, and Grantor desires to grant an easement in and to certain surface and subsurface rights to Grantee in connection therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easements**. Grantor does hereby REMISE, RELEASE and QUITCLAIM, upon the terms and conditions set forth herein, unto Grantee, its successors and assigns, a perpetual nonexclusive easement in, upon, over, under and across the areas as depicted on Exhibit B (Easement Plat) and as more particularly described on Exhibit C (Legal Description of Easement Areas) (the "Easement Areas"), for the purpose of (1) the construction, maintenance and repair of pilasters, architectural haunches, brackets, walls or other structural supports for streetscape improvements of light poles and tree planters constructed within, upon or appurtenant to the existing ROW, and (2) the construction, maintenance and repair of tree planters constructed beneath, below, within, upon or appurtenant to the existing ROW (collectively, the "Improvements").

2. **Construction, Maintenance and Repair of Improvements**. Prior to commencing construction or reconstruction of the Improvements, Grantee shall submit its proposed construction drawings to Grantor for review and approval. The drawings shall be prepared and sealed by a professional engineer registered in the State of Missouri. Design loads must be in accordance with the appropriate building code standards and be stated on the drawings. Grantee shall make whatever modifications to its drawings as Grantor may require in its reasonable discretion. Grantee shall construct the Improvements in accordance with the drawings as approved by Grantor at no cost to Grantor, except as expressly agreed to by Grantor. To eliminate potential conflicts, the Improvements shall not be constructed if there are any underground utilities. Grantee shall be responsible for the cost of relocating any underground utilities. Grantee shall obtain all necessary permits prior to commencing work. Once installed, Grantee shall not make any modifications to the Improvements without Grantor's prior written consent, other than routine repair and maintenance. Grantee, at no cost to the Grantor, shall maintain the Improvements in a continuous state of good and safe condition and repair. All activities undertaken by Grantee under this Easement shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. **Covenants Running with the Land**. The provisions hereof shall run with the land and shall inure to the benefit of Grantee and be binding upon Grantor and Grantee and their respective successors-in-interest; provided, however, that the easements granted herein shall automatically terminate upon the complete removal of the Improvements unless construction of replacement Improvements is commenced within six months thereafter. The easements granted under Section 1 of this Easement are appurtenant easements and may not be transferred separately from, or severed from, the title to the ROW.

4. **Exhibits**. Any reference herein to any exhibits, addendums or attachments refers to the applicable exhibit, addendum or attachment that is attached to this Agreement, and all such exhibits, addendums or attachments shall constitute a part of this Agreement and are expressly made a part hereof.

5. **Invalidity**. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained

herein.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

7. Enforcement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

8. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Missouri.

9. Authority. This instrument has been executed by the Grantor acting by and through its Executive Board, on the basis of RSMo. Section 448.3-102.1(9), which authorizes a condominium association to grant easements through or over the common elements of the condominium.

[signature page(s) to follow]

IN WITNESS WHEREOF, the Grantor has executed this Easement Agreement the day and year first above written.

GRANTOR:

THE LAUREL MASTER CONDOMINIUM ASSOCIATION, INC.,
a Missouri nonprofit corporation

By: _____
Amos Harris, President

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

On this ___ day of _____, 2015, before me appeared AMOS HARRIS, to me personally known, who being by me duly sworn, did say that he is the President of The **LAUREL MASTER CONDOMINIUM ASSOCIATION, INC.**, a Missouri nonprofit corporation, and that said instrument was signed in behalf of said corporation, by authority of its Executive Board; and said AMOS HARRIS acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

Notary Public

[signatures continue on following page(s)]

IN WITNESS WHEREOF, the Grantee has executed this Easement Agreement the day and year first above written.

GRANTEE:

Approved As To Form:

THE CITY OF ST. LOUIS

CITY COUNSELOR

By: _____
Name: _____
Title: _____

CITY REGISTER

THE COMPTROLLER
OF THE CITY OF ST. LOUIS

By: _____

Darlene Green

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

On this ___ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____, an authorized agent of the City of St. Louis, Missouri, a body politic and corporate of the State of Missouri, and that the within instrument was signed and sealed on behalf of said body politic and corporate of the State of Missouri by authority of its governing body, and that said individual acknowledged said instrument to be the free act and deed of said body politic and corporate.

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

My Commission Expires:

Notary Public

[signatures continue on following page(s)]

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

On this ___ day of _____, 2015, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, Missouri, a body politic and corporate of the State of Missouri, and that the within instrument was signed and sealed on behalf of said body politic and corporate of the State of Missouri by authority of its governing body, and that said individual acknowledged said instrument to be the free act and deed of said body politic and corporate.

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

My Commission Expires:

Notary Public

[Exhibit pages to follow]

Exhibit A

(Legal Description of Grantor's Property)

Common elements and appurtenances thereto of The Laurel Condominium, in City Block 125, according to and more particularly described in the Master Declaration of Condominium and By-Laws of The Laurel Condominium recorded in Book 12292009 at Page 0382 of the real estate records of the City of St. Louis, Missouri, and the plat thereof recorded in Book 12292009 at Page 0383 of the real estate records of the City of St. Louis, Missouri, as amended and restated by the Amended and Restated Master Declaration of Condominium and By-Laws recorded in Book 05042010 at Page 271 of the real estate records of the City of St. Louis, Missouri and the Amended Plat recorded in Book 05042010 at Page 272 of the real estate records of the City of St. Louis, Missouri.

Exhibit B
(Easement Plat)

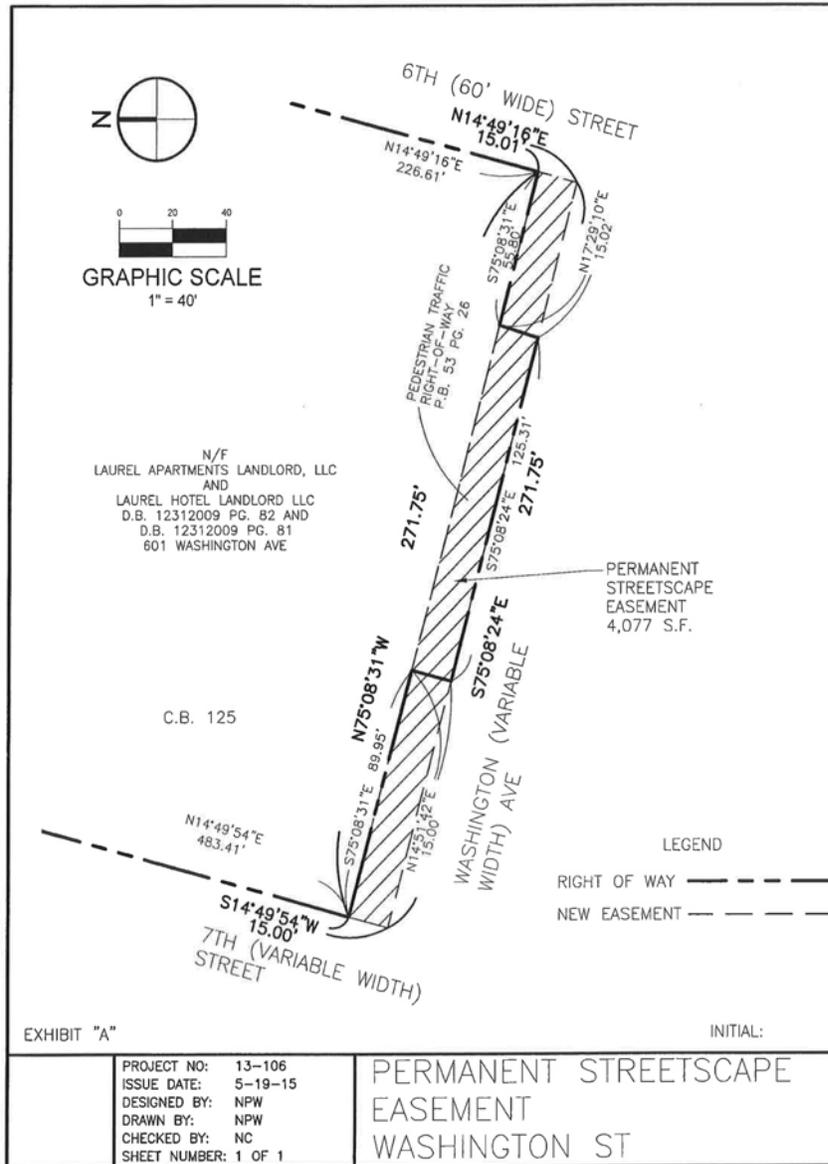


Exhibit C
(Legal Description of Easement Areas)
(Is on file in the Register's Office.)

Approved: July 7, 2015

ORDINANCE #70037
Board Bill No. 7

An ordinance approving a blighting study and redevelopment plan dated April 20, 2015 for the 5762 & 5764 McPherson Ave. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, and if it should become occupied, the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

WHEREAS, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area and such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, this Board has considered the "Blighting Study and Redevelopment Plan for the 5762 & 5764 McPherson Ave. Redevelopment Area" dated April 20, 2015, consisting of a Title Page; a Table of Contents Page, twenty-one (21) numbered pages including Exhibits "C" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

WHEREAS, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

WHEREAS, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 RSMo, as amended, and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to that general plan; and

WHEREAS, under the provisions of the Statute, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan prescribes land use and street and traffic patterns which may require, among other things, the

vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 5762 & 5764 McPherson Ave. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated April 20, 2015 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

SECTION TWO. The redevelopment of the Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Plan (including the Blighting Report) having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of the Plan with the Minutes of this meeting.

SECTION FIVE. The Plan is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private redevelopments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved, it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative

responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper(s)") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper(s) is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper(s) shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper(s).

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. The Minority Group Member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women having at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper(s)" as used in this Section shall include heirs, successors in interest, and assigns.

SECTION FOURTEEN. The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which

shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such urban redevelopment corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA.

SECTION SIXTEEN. 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 this Board 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.

ATTACHMENT "A"

**5762 AND 5764 MCPHERSON AVE. AREA
LEGAL DESCRIPTION**

PARCEL # 1
C.B. 5520 MCPHERSON
33 FT X 130 FT 6 IN
WASHINGTON HTS 1ST ADDN
BLOCK 2 LOT 25

PARCEL # 5520-00-0150

PARCEL #2
C.B. 5520 MCPHERSON
33 FT X 130 FT 6 IN
WASHINGTON HTS ADDN
BLOCK 2 LOT 26

PARCEL # 5520-00-0140

ATTACHMENT "B"
Form: 6/18/15

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
5762 & 5764 MCPHERSON AVE. REDEVELOPMENT AREA
PROJECT# 1976
APRIL 20, 2015
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
5762 & 5764 MCPHERSON AVE. REDEVELOPMENT AREA

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EXHIBITS

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- "F" BLIGHTING REPORT
- "G" SUSTAINABILITY IMPACT STATEMENT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 5762 & 5764 McPherson Ave. Redevelopment Area ("Area") encompasses approximately .198 acres in the Skinker/DeBaliviere neighborhood of the City of St. Louis ("City"); the properties are located on the south side of McPherson Ave. between Laurel St. and DeBaliviere Ave.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibits "B", "C" and "D" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises portions of City Blocks 5520.00. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 7.2% unemployment rate for the City for the month of February, 2015. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include one unoccupied residence and a vacant lot.

The land uses within the Area, including the location of public and private uses, streets and other rights-of-way, is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are used primarily for residential purposes.

Residential density for the surrounding neighborhoods is approximately 12.38 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "D" Multiple-Family Residential District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 et seq. RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

The City Planning Commission adopted a Sustainability Plan on January 9, 2013. As Amended this Redevelopment Plan contributes to the sustainability of the City as outlined in the Sustainability Report (Exhibit G).

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in zones designated "D" Multiple -Family Residential District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The proposed zoning for the Area is "D" Multiple -Family Residential District . All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

There are no new jobs expected to be created because of the proposed redevelopment.

6. CIRCULATION

The Project Area Plan-Proposed Land Uses Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by City ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.
- 3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.
- 4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. Landscaping and Sidewalk Maintenance

The Area shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees shall be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

d. Fencing

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property in the Area off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written recommendation of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on redevelopment. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer redevelopment of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper(s).

2. PROPERTY ACQUISITION

The Project Area Plan-Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, RSMo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges the cooperation of the City to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, as amended, upon application as provided therein. Such real estate tax abatement shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property

during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for such period of up to the ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such corporation shall have acquired title to such property. If such property shall be tax-exempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first ten (10) years of the lease shall make payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper (s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper (s) shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Minimum Utilization of Minority Enterprises, dated January 1, 1981 as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper (s), which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper (s), its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**5762 AND 5764 MCPHERSON AVE. AREA
LEGAL DESCRIPTION**

PARCEL # 1
C.B. 5520 MCPHERSON
33 FT X 130 FT 6 IN
WASHINGTON HTS 1ST ADDN
BLOCK 2 LOT 25

PARCEL # 5520-00-0150

PARCEL #2
C.B. 5520 MCPHERSON
33 FT X 130 FT 6 IN
WASHINGTON HTS ADDN
BLOCK 2 LOT 26

PARCEL # 5520-00-0140

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 02/08/08**

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper(s) and its contractors will not contract or subcontract with any party known to have been found in violation of any such Laws, ordinances, regulations or these guidelines.

The Redeveloper(s) shall fully comply with Executive Order #28 dated July 24, 1997, as has been extended, relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper(s), its successors or assigns upon the basis of race, color, creed, national origin, sex,

marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

Redeveloper(s) shall fully comply (and ensure compliance by “anchor tenants”) with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT “F”

**BLIGHTING REPORT FOR THE
5762 & 5764 MCPHERSON AVE. REDEVELOPMENT AREA**

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, unsanitary or unsafe conditions, deterioration or inadequate site improvements, improper subdivision or absolute platting and conditions which endanger life or property by fire or other curses.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a sound, health safety liability. It, therefore, qualifies as a “blighted area” as such time is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: vacant land unoccupied residential
 unoccupied/occupied commercial

Subject Property is: secured unsecured

The subject property has has not a predominance of defective or inadequate streets
If answer is yes, explain: _____

The subject property has has not unsanitary or unsafe conditions
If answer is yes, explain: The property consists of an unoccupied building and vacant lot. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property has has not deterioration of site conditions
If answer is yes, explain: The property consists of an unoccupied building and vacant lot. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property has has not improper subdivision or obsolete platting
If answer is yes, explain: _____

The subject property has has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: The property consists of an unoccupied building and a vacant lot, consequently it is subject to illegal dumping and use by transients,

The subject property does does not retard the provision of housing accommodations
If answer is yes, explain: _____

The subject property does does not constitute an economic liability
If answer is yes, explain: The property consists of an unoccupied building and a vacant lot, which drag down the value of surrounding properties and would take significant investment to build new construction.

The subject property does does not constitute a social liability
If answer is yes, explain: _____

The subject property is is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The property consists of an unoccupied building and a vacant lot subject to illegal dumping, rat infestation, and fire.

The subject property is is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: _____

The subject property _____ is is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: _____

The subject property _____ is is not detrimental because of high density of population. If answer is yes, explain: _____

The subject property _____ is is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: _____

The subject property has _____ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and _____. If answer is yes, explain: The unoccupied building and vacant lot contribute to illegal dumping and rat infestation. They are also subject to use by transients and as an unsafe play areas by neighborhood children.

EXHIBIT "G"

5762 & 5764 McPherson Ave. (1976)

EXHIBIT "G"

SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL

The St. Louis Planning Commission adopted a Sustainability Plan on January 9, 2013. The following chart shows how the objectives of this Redevelopment Plan relate to selected Functional Categories and development related Objectives of the City's Sustainability Plan. The Mayor has issued a Sustainable Action Agenda (SAA). The following chart also shows items that may relate to development projects.

		Applicable	Not Applicable
I. URBAN CHARACTER, VITALITY AND ECOLOGY			
A1	Reinforce the City's Central Corridor as the dynamic "heart" of the region		X
A3	Develop designated areas via incentives for "green" and technical industries		
A4	Increase riverfront development and provide safe public access and associated recreational activity		X
A5	Provide development incentives to encourage transit-oriented development		X
B1	Prioritize infill development to develop thriving compact communities/vibrant mixed-use main streets	X	
SAA2	Make LRA land available at no cost for smart, productive, create re-use of the land.		X
B2	Update local street design standards and implement the Complete Streets Ordinance		X
B3	Create Citywide, and multiple neighborhood-scale mobility plans		X
B4	Discourage development that reduces transit, bike and pedestrian activities	X	
C1	Design public spaces and neighborhood streets as gathering spaces for people		X
C5	Maintain public spaces and neighborhood streets		X
D7*	Expand the City's urban tree canopy	X	
SAA4	Increase the Number of Trees Planted by 16,000 or 15%	X	
E1	Celebrate and increase activity along the Mississippi River		X
E2	Remove/change infrastructure to improve riverfront access		X
F1	Preserve and reuse buildings as a means of achieving sustainability	X	
F2	Continue to integrate preservation into the planning and building approval process	X	
F4	Protect historic properties vulnerable to foreclosure, tax forfeiture, or demolition	X	
F5	Promote the redevelopment of historic homes and commercial properties	X	
G1	Develop affordable homes in concert with long-range transit and development planning		X
G2	Encourage mixed-use affordable housing in high amenity neighborhoods		X
G4	Integrate low income housing into market-rate and mixed-use development		X
G6	Experiment with new ways to create partnerships to build sustainable and affordable housing		X
G8	Offer housing that is energy efficient and environmentally sustainable	X	
H4	Continue to remove site contamination and promote brownfields redevelopment		X

I4	Ensure urban agriculture is a profitable, viable enterprise		
J4	Preserve neighborhood residential areas/commercial and mixed-uses on corners/major corridors		X
J5	Increase the effectiveness of major commercial corridors		
J8	Incorporate sustainability in economic development programs	X	
II. ARTS, CULTURE AND INNOVATION			
A4	Encourage the development of affordable artist housing, studios and ventures		X
A5	Diversify the City's range of arts, creative and innovative industries		X
SAA6	Build Phase II of CORTEX bioscience and technology research district		
C2	Facilitate development of arts, culture and innovative TODs		
C5	Target developing arts and cultural districts for streetscape and public space improvements		
E1	Use distinctive public art, architecture, landscape to build City and neighborhood identity		X
F1	Revitalize existing and develop new arts and cultural facilities		
III. EMPOWERMENT, DIVERSITY AND EQUITY			
E4	Expand the capacity to create additional affordable housing units		X
E5	Create pathways for qualified low-income families to become homeowners		X
SAA10	Implement Board Bill 297 pertaining to workforce inclusion		X
F1	Address blighting and environmental health hazards	X	
F6	Ensure the application of universal design and accessibility codes		X
IV. HEALTH, WELL-BEING AND SAFETY			
A5	Plan and design buildings, spaces and environments for safety	X	
B5	Reduce exposure of lead-paint poisoning	X	
C1	Eliminate food deserts and improve access to fresh produce		
C3	Support urban agriculture opportunities in the City		X
SAA14	End chronic Homelessness		X
D4	Design buildings to encourage physical activity		X
V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION			
A1	Advance the City as a transportation hub		
A2	Encourage transit oriented development		X
SAA18	Increase bike racks by 150%		X

E3	Use pilot projects to explore ways to achieve net zero storm water discharge		X
G2	Strive for the highest levels of energy efficiency and maximize clean energy in buildings	X	
G3	Ensure building and site development integrated with natural site ecology	X	
G4	Advance the use of high-efficiency building related water systems and technologies	X	
G5	Encourage re-use of materials and divert waste from land-fills		X
G6	Provide healthy interior environments in commercial buildings		
VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT			
SAA26	Require a sustainability impact statement for all new City development	X	
B1	Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly		X
B2	Encourage small scale redevelopment with economic incentives	X	
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		
C3	Focus on small and local businesses as a key part of the City economy		
C4	Re-use existing buildings for inexpensive incubation of entrepreneurial ideas		
D1	Pursue transit oriented development at MetroLink stations and major bus nodes to encourage more walking/fewer carbon emissions		X
D5	Market and encourage living in the City to recent college graduates	X	
E3	Promote flexible development approaches by developers, land owners and business firms		X
E4	Direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support		X
SAA27	Create at least 8,500 new jobs at Ballpark Village, CORTEX, Carondelet Coke, St. Louis Army Ammunition Plant and North Riverfront		
G3	Foster innovation		X
SAA28	Remediate and prepare at least 40 vacant properties for redevelopment	X	
SAA	<i>Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.</i>		

SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL

The identification numbers listed below are the development related objectives of the City's Sustainability Plan that have been identified above as applicable to this Redevelopment Plan.

Applicable Objective Numbers	Summary of Applicability
I. - B1	The development will prioritize an infill opportunity.
I. - B4	The development will increase transit, bike and pedestrian activities.
I. - D7	New street trees will expand the City's urban tree canopy.
I. SAA4	New trees will contribute to the Mayor's Sustainable Action Agenda.
I. - F1	The development will preserve two historic buildings in danger of demolition.
I. - F2	The development integrates preservation in its planning initiative.
I. - F4	The home is in danger of demolition by neglect.
I. - F5	The development will promote the renovation of historic homes.
I. - G8	The development will be energy efficient and environmentally sustainable.
I. - J4	The development will return neighborhood residential options to a corner condition.
I. - J8	The project will incorporate sustainability.
III. - F1	The development will address blighting and environmental health hazards.
IV. - A5	The buildings will be safe environments and their construction will improve neighborhood safety.
IV. - B5	Lead paint will be remediated according to EPA rules.
V. - G2	The development will strive for energy efficiency.
V. - G3	The building and site are well integrated with the neighborhood's natural site ecology.
V. - G4	The development will strive for high-efficiency water solutions.
VI. - SAA26	This document serves as the SIS for the development.
VI. - B2	The development will benefit from a 10 year tax abatement.
VI. - SAA28	The vacant lot will be occupied and remediated by this redevelopment.

ORDINANCE NO. 70037 - EXHIBITS B, C & D



Exhibit B
Project Area Plan
5764 McPherson Ave. Redevelopment Area
Existing Uses and Conditions
▨ Residential Use/Vacant Lot/ Fair Condition
— Project Area Boundary
■ Buildings
1223 City Block Number



Exhibit C
Project Area Plan
5764 McPherson Ave. Redevelopment Area
Proposed Land Uses
▨ Residential Use
— Project Area Boundary
■ Buildings
1223 City Block Number



Exhibit D
Project Area Plan
5764 McPherson Ave. Redevelopment Area
Proposed Land Uses
▨ Residential Use
— Project Area Boundary
■ Buildings
1223 City Block Number



Approved: July 7, 2015

ORDINANCE #70038
Board Bill No. 13

An ordinance approving a blighting study and redevelopment plan dated March 24, 2015 for the 3811 Juniata St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that no property within the Area is occupied, but if it shall become occupied, the Redeveloper (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a five (5) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

WHEREAS, the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area and such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, this Board has considered the "Blighting Study and Redevelopment Plan for the 3811 Juniata St. Redevelopment Area" dated March 24, 2015, consisting of a Title Page; a Table of Contents Page, twenty (20) numbered pages including Exhibits "A" – "G" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

WHEREAS, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

WHEREAS, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 RSMo, as amended, and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to that general plan; and

WHEREAS, under the provisions of the Statute, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan prescribes land use and street and traffic patterns which may require, among other things, the

vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 3811 Juniata St. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated March 24, 2015 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

SECTION TWO. The redevelopment of the Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Plan (including the Blighting Report) having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of the Plan with the Minutes of this meeting.

SECTION FIVE. The Plan is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private redevelopments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently unoccupied. If it should become occupied eligible occupants displaced by the Redeveloper (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved, it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative

responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. The Minority Group Member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women having at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper(s)" as used in this Section shall include heirs, successors in interest, and assigns.

SECTION FOURTEEN. A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant

to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, and said property is to be owner occupied, then for up to the first five (5) years after the date the redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which the corporation shall have acquired title to that property. In addition to such taxes, any such corporation shall for up to the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first five (5) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such corporation shall lease that property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use the property as provided in this Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond five (5) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA.

SECTION SIXTEEN. 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 this Board 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.

ATTACHMENT "A"

**3811 JUNIATA ST. AREA
LEGAL DESCRIPTION**

C.B. 4111 JUNIATA
40 FT X 125 FT
TOWER GROVE HTS AMENDED ADDN
BLK 3 LOT W-35

PARCEL # 4111-00-0310

**ATTACHMENT "B"
Form: 6/19/15**

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
3811 JUNIATA ST. REDEVELOPMENT AREA
PROJECT# 1971
MARCH 24, 2015
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
3811 JUNIATA ST. REDEVELOPMENT AREA**

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EXHIBITS

"A"	LEGAL DESCRIPTION
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"D"	PROJECT AREA PLAN - ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
"F"	BLIGHTING REPORT
"G"	SUSTAINABILITY REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 3811 Juniata St. Redevelopment Area ("Area") encompasses one (1) parcel in an area approximating a total of 0.11 acres in the Tower Grove South Neighborhood of the City of St. Louis ("City") and is located on the northern side of Juniata St. between S. Spring Ave. and Gustine Ave.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibits "B", "C" and "D" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 4111.00. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

The Area is in the Market Type-A Category of the January 2014 St. Louis Market Value Analysis (MVA). This Category has higher than average levels of home sale prices, lower than average owner-occupancy levels and very strong permit activity.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 7% unemployment rate for the City for the month of January, 2015. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied residence.

The land uses within the Area, including the location of public and private uses, streets and other rights-of-way, is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are used primarily for residential purposes.

Residential density for the surrounding neighborhoods is approximately 17.85 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "B" Two Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard

to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 et seq. RSMo, as amended (the "Land Clearance for Redevelopment Authority Law") as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

The City Planning Commission adopted a Sustainability Plan on January 9, 2013. This Redevelopment Plan contributes to the sustainability of the City as outlined in the Sustainability Report (Exhibit G).

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in zones designated "B" Two Family Dwelling District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The proposed zoning for the Area is "B" Two Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities. The proposed single-family home will further offset the lower than average levels of owner occupancy of the Market Type-A Category in the 2014 MVA.

5. PROPOSED EMPLOYMENT FOR THE AREA

There are no new jobs expected to be created in this Area because of the proposed redevelopment.

6. CIRCULATION

The Project Area Plan-Proposed Land Uses Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by City ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or

ordinances are required.

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.
- 3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "PermaStone" is not permitted. A submission of all building materials shall be required prior to building permit approval.
- 4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. **Landscaping and Sidewalk Maintenance**

The Area shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees shall be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

d. **Fencing**

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good

quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property in the Area off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written recommendation of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on redevelopment. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of approval of this Plan by City ordinance and completed within approximately two (2) years of approval of this Plan by City ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer redevelopment of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law.

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper(s).

2. PROPERTY ACQUISITION

The Project Area Plan-Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, RSMo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges the cooperation of the City to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

Any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, and said property is to be owner occupied, then for a period of up to the first five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for such period of up to the five (5) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such corporation shall have acquired title to such property. If such property shall be tax-exempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first five (5) years of the lease shall make payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond five (5) years after any urban redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS1. LAND USE

A Redeveloper(s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale, rental or occupancy of any property, or any improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper (s) shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper (s) shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Minimum Utilization of Minority Enterprises, dated January 1, 1981 as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper (s), which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper (s), its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by City ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the St. Louis Board of Aldermen shall terminate this Plan at the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

If answer is yes, explain: _____

The subject property has _____ has not insanitary or unsafe conditions

If answer is yes, explain: The building is vacant. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property has _____ has not deterioration of site conditions

If answer is yes, explain: The building is vacant. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property _____ has has not improper subdivision or obsolete platting

If answer is yes, explain: _____

The subject property has _____ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: The building is vacant. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property _____ does does not retard the provision of housing accommodations

If answer is yes, explain: _____

The subject property does _____ does not constitute an economic liability

If answer is yes, explain: The building is vacant. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property _____ does does not constitute a social liability

If answer is yes, explain: _____

The subject property is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The building is vacant. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The building is vacant. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property _____ is is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: _____

The subject property _____ is is not detrimental because of high density of population.

If answer is yes, explain: _____

The subject property _____ is is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: _____

The subject property has _____ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and _____. If answer is yes, explain: The building is vacant. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

EXHIBIT "G"

3811 Juniata St. (1971)

EXHIBIT "G"

SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL

The St. Louis Planning Commission adopted a Sustainability Plan on January 9, 2013. The following chart shows how the objectives of this Redevelopment Plan relate to selected Functional Categories and development related Objectives of the City's Sustainability Plan. The Mayor has issued a Sustainable Action Agenda (SAA). The following chart also shows items that may relate to development projects.

		Applicable	Not Applicable
I. URBAN CHARACTER, VITALITY AND ECOLOGY			
A1	Reinforce the City's Central Corridor as the dynamic "heart" of the region		X
A3	Develop designated areas via incentives for "green" and technical industries		
A4	Increase riverfront development and provide safe public access and associated recreational activity		X
A5	Provide development incentives to encourage transit-oriented development		X
B1	Prioritize infill development to develop thriving compact communities/vibrant mixed-use main streets		X
SAA2	Make LRA land available at no cost for smart, productive, create re-use of the land.		X
B2	Update local street design standards and implement the Complete Streets Ordinance		X
B3	Create Citywide, and multiple neighborhood-scale mobility plans		X
B4	Discourage development that reduces transit, bike and pedestrian activities		X
C1	Design public spaces and neighborhood streets as gathering spaces for people		X
C5	Maintain public spaces and neighborhood streets		X
D7*	Expand the City's urban tree canopy	X	
SAA4	Increase the Number of Trees Planted by 16,000 or 15%	X	
E1	Celebrate and increase activity along the Mississippi River		X
E2	Remove/change infrastructure to improve riverfront access		X
F1	Preserve and reuse buildings as a means of achieving sustainability	X	
F2	Continue to integrate preservation into the planning and building approval process	X	
F4	Protect historic properties vulnerable to foreclosure, tax forfeiture, or demolition	X	
F5	Promote the redevelopment of historic homes and commercial properties	X	
G1	Develop affordable homes in concert with long-range transit and development planning		X
G2	Encourage mixed-use affordable housing in high amenity neighborhoods		X
G4	Integrate low income housing into market-rate and mixed-use development		X
G6	Experiment with new ways to create partnerships to build sustainable and affordable housing		X
G8	Offer housing that is energy efficient and environmentally sustainable	X	
H4	Continue to remove site contamination and promote brownfields redevelopment		X
I4	Ensure urban agriculture is a profitable, viable enterprise		

J4	Preserve neighborhood residential areas/commercial and mixed-uses on corners/major corridors		X
J5	Increase the effectiveness of major commercial corridors		
J8	Incorporate sustainability in economic development programs		X
II. ARTS, CULTURE AND INNOVATION			
A4	Encourage the development of affordable artist housing, studios and ventures		X
A5	Diversify the City's range of arts, creative and innovative industries		X
SAA6	Build Phase II of CORTEX bioscience and technology research district		
C2	Facilitate development of arts, culture and innovative TODs		
C5	Target developing arts and cultural districts for streetscape and public space improvements		
E1	Use distinctive public art, architecture, landscape to build City and neighborhood identity		X
F1	Revitalize existing and develop new arts and cultural facilities		
III. EMPOWERMENT, DIVERSITY AND EQUITY			
E4	Expand the capacity to create additional affordable housing units		X
E5	Create pathways for qualified low-income families to become homeowners		X
SAA10	Implement Board Bill 297 pertaining to workforce inclusion		X
F1	Address blighting and environmental health hazards		X
F6	Ensure the application of universal design and accessibility codes		X
IV. HEALTH, WELL-BEING AND SAFETY			
A5	Plan and design buildings, spaces and environments for safety		X
B5	Reduce exposure of lead-paint poisoning		X
C1	Eliminate food deserts and improve access to fresh produce		
C3	Support urban agriculture opportunities in the City		X
SAA14	End chronic Homelessness		X
D4	Design buildings to encourage physical activity	X	
V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION			
A1	Advance the City as a transportation hub		
A2	Encourage transit oriented development		X
SAA18	Increase bike racks by 150%		X
E3	Use pilot projects to explore ways to achieve net zero storm water discharge		X
G2	Strive for the highest levels of energy efficiency and maximize clean energy in buildings	X	
G3	Ensure building and site development integrated with natural site ecology		X
G4	Advance the use of high-efficiency building related water systems and technologies		X
G5	Encourage re-use of materials and divert waste from land-fills	X	
G6	Provide healthy interior environments in commercial buildings		

VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT			
SAA26	Require a sustainability impact statement for all new City development	X	
B1	Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly		X
B2	Encourage small scale redevelopment with economic incentives	X	
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		
C3	Focus on small and local businesses as a key part of the City economy		
C4	Re-use existing buildings for inexpensive incubation of entrepreneurial ideas		
D1	Pursue transit oriented development at MetroLink stations and major bus nodes to encourage more walking/fewer carbon emissions		X
D5	Market and encourage living in the City to recent college graduates		X
E3	Promote flexible development approaches by developers, land owners and business firms		X
E4	Direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support		X
SAA27	Create at least 8,500 new jobs at Ballpark Village, CORTEX, Carondelet Coke, St. Louis Army Ammunition Plant and North Riverfront		
G3	Foster innovation		X
SAA28	Remediate and prepare at least 40 vacant properties for redevelopment		X
SAA	<i>Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.</i>		

SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL

The identification numbers listed below are the development related objectives of the City's Sustainability Plan that have been identified above as applicable to this Redevelopment Plan.

Applicable Objective Numbers	Summary of Applicability
I. - D7	New street trees will expand the City's urban tree canopy.
I. SAA4	New trees will contribute to the Mayor's Sustainable Action Agenda.
I. - F1	The development will reuse a typical yet important building for the neighborhood/City.
I. - F2	The development integrates preservation as a planning tool - it will be a certified historic development.
I. - F4	The property has been vacant for some time and could be in danger of demolition.
I. - F5	This development will promote living in historic buildings and the redevelopment of historic homes.
I. - G8	The development will strive to be energy efficient.
IV. - D4	The location in a walkable neighborhood and will encourage physical activity.
V. - G2	The development will strive to be energy efficient.
V. - G5	The development will reuse materials where possible.
VI. - SAA26	This document serves as the SIS for the development.
VI. - B2	The development will benefit from a 5 year tax abatement.

ORDINANCE NO. 70038 - EXHIBITS B, C & D



Exhibit B
Project Area Plan
3811 Juniata St. Redevelopment Area
Existing Uses and Conditions
Residential, Fair Condition
Project Area Boundary
Buildings
City Block Number



Exhibit C
Project Area Plan
3811 Juniata St. Redevelopment Area
Proposed Land Uses
Residential Use
Project Area Boundary



Exhibit D
Project Area Plan
3811 Juniata St. Redevelopment Area
Project Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number



Approved: July 7, 2015

