



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, March 24, 2025
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)

E. APPROVAL OF MINUTES

1. March 10, 2025 Regular Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. **Christopher Lhotak** is nominated for re-appointment to the Senior Commission by Councilmember John Tieman.

G. SWEARING IN TO BOARDS AND COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Request to Address the Council Forms are located on the ledge just inside the entrance.

Please complete and place the form in the basket at the front of the room.

*The public may also submit written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

K. CONSENT AGENDA (1 voice vote required)

1. Westgate Avenue Improvements Project- New Construction Contract amount

L. CITY MANAGER'S REPORT – (voice vote on each item as needed)

1. City Manager Updates
 - Recognition Streets and Sanitation
2. Second (2nd) Quarter Financial Report - December 31, 2024

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

None

N. NEW BUSINESS

Resolutions (voice vote required)

1. **Res – 2025-03** Flood Buyout Policy for FEMA's Hazard Mitigation Grant Program (HMGP) grant.
2. **Res – 2025-04** Flood Buyout Policy for FEMA's Flood Mitigation Assistance (FMA) grant.

Bills (Introduction and 1st reading - no vote required)

none

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (*roll call vote required*)

Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys.

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube: https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

Posted March 21, 2025.

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, March 10, 2025
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, March 10, 2025, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

In addition to the Mayor, the following members of Council were present:

Councilmember Stacy Clay
Councilmember John Tieman
Councilmember Steven McMahon
Councilmember Lisa Brenner
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John Mulligan, Jr.; Director of Finance, Keith Cole, and Director of Planning & Development, John Wagner

Mayor Crow thanked Ms. Dean for filling in for Ms. Reese, who is attending a City Clerk Conference this week.

C. APPROVAL OF AGENDA

Hearing no requests to amend, Councilmember Tieman moved to approve the Agenda as presented, it was seconded by Councilmember McMahon, and the motion carried unanimously.

D. PROCLAMATIONS (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. February 24, 2025, Study Session Minutes – Architectural Review Board; was moved for approval by Councilmember McMahon, it was seconded by Councilmember Fuller, and the motion carried unanimously.
2. February 24, 2025, Regular Minutes was moved for approval by Councilmember McMahon, it was seconded by Councilmember Tieman, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

None

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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Citizen Comments

Tom Sullivan, 751 Syracuse, U City, MO

Mr. Sullivan stated he attended the State of the City Address given by the Mayor and City Manager last week, which was nice; not particularly believable, but nice. U City has dropped to a third-tier city, and I suppose, the best way to deal with that is to just pretend that you are still a top-tier city. The School District does something similar, and Councilmember Tieman, who has less than a year on the Council, has become a true believer; he plans to write an essay about everything that has been accomplished. But first, I would suggest that Councilmember Tieman take a walk around the City.

- The fountain at Lewis Park is crumbling into the pond and the lip around the pond is decaying;
- The Rain Man Sculpture is in need of maintenance;
- Many of the curbs are still missing on streets in the North Loop even after they've been paved;
- The playground in Ackert Park used to be packed with families in the evenings, but after it was removed during the City's \$800,000 renovation, there are fewer people in the park;
- Costco was supposed to generate more redevelopment along the Olive Corridor but there are even more vacancies; 7-Eleven, the Car Wash, Frank & Helen's, Family Dollar, Advanced Auto Parts, and even the notorious Elmo's Love Lounge are now closed, and
- The Loop is also in decline with approximately 30 vacancies, so it seems like its unique character is being developed out of existence.

Mr. Sullivan stated that he was especially interested in hearing about the 3rd Ward Revitalization. Mr. Rose has said that when you improve the 3rd Ward you improve the City. True, but when is it going to be improved? It's been two and a half years since Costco opened, but where are the results from this funding that was supposed to provide revitalization? The total number of improvements completed is zero. The total number of improvements planned is zero. The number of surveys issued by the 3rd Ward Revitalization Task Force is numerous. The number of Task Force meetings is unending. Even the proposals submitted by the consultant; which some members of the Task Force believe are unrealistic, have not been implemented. Time and time again, residents have come to these meetings looking for information about these proposed improvements and are told that nothing can be done at this time. Thank you.

Jerrold Tiers, 7345 Chamberlain Avenue, U City, MO

Mr. Tiers stated the Housing Toolkit Section of the 3rd Ward Housing and Revitalization Task Force Report suggests several forgivable loan programs, which is a very good idea. But, many of them lack a means test, which he sees as a fatal flaw that will make these loans totally ineffective. They are also open to everyone and not directed at the people with code violations or other urgent problems who truly need these loans. As a result, he would absolutely guarantee that people having far less need for assistance will apply, and those who really need this program will be shut out by the ones who got there first. Consequently, the program will fail to do what it was intended to do.

He stated for this program to have the kind of results that are needed, it will have to consist of a means test to make certain that initially, the funds are applied to the most urgently needed repairs. Therefore, he would suggest that all applicants be required to have a no-fault housing inspection to assess their needs. It should be used only as a guide to identify urgent problems and direct the repair process; it should not be used against the owner whether or not they are awarded the loan. It should also not prevent other types of work from being done after the owner has addressed all of their urgent issues. Once applications having urgent needs are handled, then the process can be opened up to other applicants who pass the means test.

At that point, if any money is left, then the means test threshold can be raised until either the funds have been expended, or all applicants have been served.

Mr. Tiers stated using the combination of a means test and a no-fault inspection to identify urgently needed repairs as preliminary qualifications would improve the 3rd Ward's housing stock and have a direct benefit to its residents. After all, housing being up to code is the basic goal and therefore, must be a minimal requirement.

There is one shot at this project and U City cannot afford to miss this chance to make a significant difference. It has been a long time coming, so it needs to be done right. Thank you.

Diane Jackson, 6836 Crest Avenue, U City, MO

Ms. Jackson stated she is having problems with three trees on her street that are a threat to the homes in that area.

One is an American Sweet Gum Tree, which is acceptable according to the City's website, but it is supposed to be planted in an area that has 3 times the diameter of the tree. In this case, it's not. Not only are the balls and sap a nuisance in your yards and the street, but they're dangerous and have put several dents in her car. Another tree is uprooting the sidewalk and limbs from the third tree keep falling in her yard creating more work for her husband. Ms. Jackson stated these trees belong to the City, so why should they be responsible for all of the problems they're causing? She said the Street Department came out, looked at the trees and since they were not dead, merely trimmed some of the limbs. Ms. Jackson stated she's made numerous calls to the City, and since trees are being cut down all around Crest Avenue, she can't understand why her issues have not been addressed.

I. COUNCIL COMMENTS

None

J. PUBLIC HEARINGS

None

K. CONSENT AGENDA - (1 voice vote required)

1. Tub Grinding 2025

Councilmember Fuller moved to approve the Consent Agenda, it was seconded by Councilmember Tieman, and the motion carried unanimously.

L. CITY MANAGER'S REPORT – (Voice vote on each item as needed)

1. City Manager Updates

None

2. CUP-22-09 - Application to amend a Conditional Use Permit (CUP) to allow a reduction of up to 20% in the number of required off-street parking spaces for Lot 9 of the Market at Olive, Plat 2. Mr. Rose stated staff is recommending that Council consider a Conditional Use Permit (CUP) to allow for a 20% reduction in the number of required off-street parking spaces for Lot 9 of the Market at Olive, Plat 2.

Dr. Wagner stated this is the building located on the south side of Olive with Panera Bread. Originally two restaurants were proposed and now they are proposing to have three, which required a change in the parking ratio. The initial reduction was from 93 spaces to 83; a 10.75% reduction. The new requirement is for 114 spaces, and they are asking that they be reduced to 88 spaces, which is a 14.23% reduction. So, the amendment is from 10.75% to 14.23%. He stated there are no physical changes being proposed for the site.

Councilmember Smotherson moved to approve, it was seconded by Councilmember Tieman, and the motion carried unanimously.

3. CUP-24-05 - Application to amend an existing Conditional Use Permit (CUP) for a restaurant at 7489 Delmar Boulevard.

Mr. Rose stated staff is recommending that Council consider an application to amend an existing Conditional Use Permit (CUP) for a restaurant located at 7489 Delmar Boulevard.

Dr. Wagner stated this is for the El Pietro Restaurant on the corner of Delmar and Hanley. The amendment involves the addition of a second curb cut on Hanley Road and a reduction in parking spaces from 31 to 29; a 5.2% reduction of the parking ratio, which was not included in the initial Site Plan.

Councilmember Fuller moved to approve, it was seconded by Councilmember McMahon, and the motion carried unanimously.

M. UNFINISHED BUSINESS - (Roll call vote required on 2nd and 3rd readings)

- 1. BILL 9564 - AN ORDINANCE AMENDING SECTION 230.090 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO YARD WASTE, RECYCLABLES AND PROHIBITED SOLID WASTE, BY DELETING THE REQUIREMENT THAT YARD WASTE BAGS EXHIBIT A YARD WASTE STICKER.** Bill Number 9564 was read for the second and third time.

Councilmember Fuller moved to approve, it was seconded by Councilmember McMahon.

Mayor Crow asked when the Ordinance would go into effect? Mr. Rose stated if approved, he intends to put it into practice tomorrow and implement a buy-back program for unused stickers. Mayor Crow stated he is grateful to get rid of this program and hopes that the Council and staff will communicate this change to residents at every chance they get.

Councilmember Fuller stated he is aware of a vendor that has a drawer full of these stickers, so would the buy-back program also include vendors? Mr. Rose stated that it would.

Councilmember McMahon asked if the buy-back program would include residents that bought them in bulk? Mr. Rose stated that it would.

Councilmember Tieman asked if people should bring their stickers to City Hall? Mr. Rose stated Mr. Cole is working on a process that would allow everyone to bring them to City Hall for redemption. But at this point, he is uncertain whether they will receive cash or be issued a check at a later date.

Councilmember Clay asked if the City's buy-back program would be dollar for dollar? Mr. Rose stated that would be his intention.

Mayor Crow stated that based on these questions the City's communication plan will have to be well thought out to ensure this will be a positive experience for residents.

Roll Call Vote Was:

Ayes: Mr. McMahon, Councilmember Brenner, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, Councilmember Tieman, and Mayor Crow.

Nays: None

- 2. BILL 9565 - AN ORDINANCE AMENDING SECTION 230.110 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO SOLID WASTE COLLECTION FEES AND BILLING, BY INCREASING REFUSE COLLECTION RATES ON ALL UNITS.** Bill Number 9565 was read for the second and third time.

Councilmember McMahon moved to approve, it was seconded by Councilmember Fuller.

Councilmember Brenner stated during the Study Session on this topic Councilmember Fuller asked if any thought had been given to allowing quarterly payments and she would agree, because as the fees go up she can see it becoming a hardship for some people.

Mr. Rose asked Mr. Cole if the system could bill every quarter? Mr. Cole stated he believes that it can be since they used to bill every month and switched to a six-month billing cycle in 2013.

Mr. Rose stated the ability to produce quarterly payments is something they will need to study in depth to determine the impacts and whether it will be a more efficient process.

Councilmember Clay asked if the City could offer electronic billing? Mr. Cole stated while they do not have automatic billing at this time, they do have Online Bill Pay where residents can sign up on the website and once a bill is posted have it sent to them via email.

Councilmember McMahon stated although he can't remember how many zones there are, he thought the City utilized zones to distribute bills every month rather than sending them all out to the entire city at once. Mr. Cole stated that is correct. When they switched to the six-month billing cycle it was broken out between fiber routes; i.e., March 1st would be Route 1, April would be Route 2, and so on. He stated there is a break in August, and the next billing cycle for Route 1 would resume in September.

Councilmember Fuller questioned whether limiting the quarterly billing to seniors only would reduce the toil on staff? Mr. Cole stated it's possible, but he would have to talk with his vendor to see if that could be accomplished

Roll Call Vote Was:

Ayes: Councilmember Brenner, Councilmember Fuller, Councilmember Smotherson, Councilmember Clay, Councilmember Tieman, Councilmember McMahon, and Mayor Crow.

Nays: None

N. NEW BUSINESS

Resolutions - (Voice vote required)

None

Bills - (No vote required on introduction and 1st reading)

None

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business

P. CITIZEN PARTICIPATION (continued if needed)

None

Q. COUNCIL COMMENTS

None

Councilmember Tieman moved to adjourn the Regular Session, it was seconded by Councilmember Clay, and the motion carried unanimously.

R. ADJOURNMENT

Mayor Crow thanked everyone and adjourned the Regular Session at 6:58 p.m.

Kena Dean
Acting City Clerk

Jerrold Tiers

7345 Chamberlain

The Housing and Ward 3 Revitalization Task Force report , in the "Develop a Housing Toolkit" section, suggests a number of forgivable loan programs. These programs are a very good idea. But, many have a fatal flaw that will make them totally ineffective as far as their intended purpose.

They lack a "means test". They are "open to all". They are also not directed at the most needed repairs, such as code violations.

I will absolutely guarantee that in the absence of any means test, many people having far less need for assistance will apply for this program. People who really need the programs may be shut out of it by others, who may get there first and deplete the funds. The program will then fail to do what it should.

For this program to have the kind of results that are needed, you will have to put in a means test. You need to make certain that the money goes first to people who need it the most. Others can be served as well, but only after those least able to afford the work.

The program funds should also have to be applied to the most urgently needed repairs at a location first. I suggest that all applicants be required to have a "no fault" housing inspection to assess the needs.

This would be an inspection for code violations, and other urgent problems, but would NOT be used against the owners, whether they have the work done or not. Instead, it would only be used as a guide to direct the repair process, to make sure that work addresses the most urgent issues first. This should not prevent other types of work at a location, but the money should go first to applicants having code violations etc. that need to be addressed, and if other optional work is to be done as well at a location, the urgent issues must be done first.

Once applications having urgent issues are handled, then the process can be opened up to other applicants who pass the initial means test. If any money is left over after that, then the means test threshold can be raised in steps until available funds have been expended, or all applicants are served.

Using a combination of means test, code violations and urgent repairs as initial qualifications for the programs would have the effect of actually improving the housing stock. Housing being up to code is a basic goal, after all, and must be made a minimum requirement. It is also a direct benefit to residents.

There is one shot at this project, and U City cannot afford to miss this one chance to make a significant difference. It has been a long time coming, and needs to be done right.



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER: For City Clerk Use	CA20250324-01
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SUBJECT/TITLE:

Westgate Avenue Improvements Project- New Construction Contract amount

PREPARED BY:

Mirela Celaj

DEPARTMENT / WARD

Public Works

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends the approval of the revised contract amount, due to the unforeseen overruns and underruns that have impacted the project budget.

FISCAL IMPACT:

The new contract amount exceeds the original contract amount by \$25,793.46 which will be paid by the Capital Improvement Sales Tax fund.

AMOUNT:

25,793.46

ACCOUNT No.:

12-40-90-8040

FROM FUND:

TO FUND:

EXPLANATION:

The original contract amount was \$1,076,588.96. After completion of construction, it was determined there would need to be contractual adjustments to reflect the final field measured quantities. Overruns calculated from final field measurements = \$37,598.13. Underruns calculated from final field measurements = -\$67,285.07. Previous Overruns = \$65,600.40 and Previous Underruns = -\$10,120.00, Summation of all overruns and underruns above will provide the Final Project Total = \$1,102,382.42

STAFF COMMENTS AND BACKGROUND INFORMATION:

After the completion of construction, it was determined that contractual adjustments were necessary to reflect the final field-measured quantities. As detailed in the final Change Order #5 (attached), the contract amount has exceeded the original contract agreement by \$25,793.46 This additional amount is necessary to pay the contractor and to complete the project closeout.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Consent Agenda Item-January 8-2024(including Ranieri contract Agreement)
Change order # 5

LIST CITY COUNCIL GOALS (S):

Improved Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gegory Rose

MEETING DATE:

March 24, 2025



CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM

NUMBER:
For City Clerk Use

CA20240108-02

SUBJECT/TITLE:

Westgate-STP-5402(616), Construction Agreement

PREPARED BY:

Darin Girdler, Director of Public Works

DEPARTMENT / WARD

Public Works/Ward 3

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval of the agreement with Ranieri Construction and authorization to execute to contract contained in Council's packet

FISCAL IMPACT:

\$1,076,588.96 (City Share: \$329,318.44 Federal Share: \$747,270.52)

AMOUNT:

\$1,076,588.96

ACCOUNT No.:

12-40-90_8080

FROM FUND:

TO FUND:

EXPLANATION:

Westgate is a federally funded STP project. The City advertised for bids for this project and received four (4) responsive bids and all bidders were pre-qualified with MoDOT. The lowest bid of \$848,848.51 was received from Sweetens Concrete Services, LLC but was rejected by MoDOT, due to not fulfilling (DBE) goal for this project. The second lowest bid of \$1,076,588.96 was received from Ranieri Construction and was approved by MoDOT.

STAFF COMMENTS AND BACKGROUND INFORMATION:

The City applied for the funding of this project a few years ago and was granted a Surface Transportation Program Grant to make improvements to Westgate from Delmar Blvd. to Olive Blvd. The proposed improvements include new ADA compliant sidewalks and curb ramps, new roadway resurfacing, new paved approaches, improved pavement marking, shared use bicycle markings, improved signage, and other appurtenances.

CIP No.

RELATED ITEMS / ATTACHMENTS:

1. Contract
2. Construction Bid Concurrence

LIST CITY COUNCIL GOALS (S):

Preserve and improve public street-sidewalk Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gregroy Rose

MEETING DATE:

January 8, 2024

2024 Agenda Item

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of University City, (hereinafter referred to as the Owner) and Raineri Construction, LLC of St. Louis, MO (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked: Westgate Avenue Improvements, Federal Project #STP-5402 (616).

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work no later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this 5th day of January, 2024.

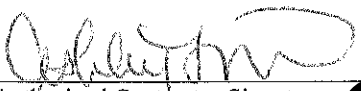
City of University City, acting by and through
Terry Crow

By _____
Mayor, City of University City

ATTEST: (SEAL)

Attest Person Title Here and Printed Name


Raineri Construction, LLC

By 
Authorized Contractor Signature

Ashley L. Raineri, President

Printed Name of Signatory

ATTEST: (SEAL)


Attest Person Title Here and Printed Name
Kim Larsen, Payroll Manager



City of University City
Department of Public Works
6801 Delmar Blvd. University City, Missouri 63130 314-505-8560

November 30, 2023

Mr. Bill Gabler
Local Programs Design Liaison
MoDOT – St. Louis
1590 Woodlake Drive
Chesterfield, MO 63017
William.Gabler@modot.mo.gov
lpasubmit@modot.mo.gov

Re: FHWA Construction Bid Concurrence Request
City of University City, MO
Westgate Avenue Improvements
Federal Project No. STP-5402 (616)

Dear Mr. Gabler:

A previous concurrence in award submittal was made on 10/3/2023 to MoDOT. After MoDOT's review, a Concurrence in Rejection was sent from MoDOT to the City of University City on 11/29/2023, rejecting the bid from the low bidder, Sweetens Concrete Services, LLC.

The City of University City, Missouri is now requesting FHWA concurrence to award the contract for Federal Project No. STP-5402 (616) to the second low bidder, Raineri Construction, a St. Louis, Missouri, MoDOT certified contractor. The total bid (requested award amount) was **\$1,076,588.96**. No addendums were issued for this contract. The bid opening was held on September 8th, 2023, at 10:00 am. There were four (4) responsive bids, and all bidders were pre-qualified with MoDOT.

The lowest bid of \$848,848.51 was received from Sweetens Concrete Services, LLC and was rejected. The second lowest bid of \$1,076,588.96 was received from Raineri Construction.

The Disadvantaged Business Enterprise (DBE) goal for this project is 14%. Raineri Construction, the second low bidder, is showing a DBE participation of 14.15%.

Please find the enclosed back-up information for your use and distribution:

- From Raineri Construction, the second low bidder and who the concurrence in award is requested for:
 - Completed Anti-Collusion Statement
 - Completed Itemized Bid Form
 - Completed DBE form
 - Signed E-Verify Affidavit and Memorandum of Understanding (MOU)
 - Bid Bond



City of University City
Department of Public Works
6801 Delmar Blvd. University City, Missouri 63130 314-505-8560

Once the concurrence is received, the City of University City will execute the City-Contractor Agreement. A pre-construction meeting with the City, Contractor, MoDOT, utilities, and CMT will be scheduled at the City of University City's office. MoDOT previously approved the construction phase service contract (included in the original ESC) between the City of University City and CMT and the City will be seeking FHWA reimbursement for those costs.

If you have any questions or need additional information to expedite the FHWA concurrence, please do not hesitate to call me at (314) 505-8565. The concurrence is requested as soon as possible.

Sincerely,

Eugene Kuelker, P.E.
Project Manager II
City of University City, Missouri

Enclosures

2024 Agenda Item

Westgate Avenue Improvements
Federal Project #STP-5402 (616)

City of University City, MO
6801 Delmar Boulevard
University City, MO 63130

REQUEST FOR BID

BID OF

MoDOT Vendor Number (if required) 0012416

Bidder Name Raineri Construction

Bidder Address 1300 Hampton Ave. Suite 100

St. Louis, MO 63139

FOR
CONSTRUCTING OR IMPROVING

Westgate Avenue Improvements

Westgate Avenue, from Delmar Boulevard to Olive Boulevard
University City, St. Louis County, Missouri

January 2023

NOTICE TO CONTRACTORS

Sealed bids, addressed to the City of University City, 6801 Delmar Boulevard, University City, MO 63130 for the proposed work will be received by the City of University City until 10:00 am (prevailing local time) on September 8th, 2023, at the office of the Administrative Services Department, 1st Floor, 6801 Delmar Blvd., University City, MO 63130 and at that time will be publicly opened. Bids should be delivered to: Eugene Kuelker.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Improving Westgate Avenue from Delmar Boulevard to Olive Boulevard with new ADA compliant sidewalks and curb ramps, new roadway resurfacing, new paved approaches, improved pavement marking, shared use bicycle markings, improved signage, and other appurtenances.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project. For Drainage work, Metropolitan St. Louis Sewer District (MSD) Specifications for Sewer and Drainage Facilities, Latest Edition, shall be followed.

Please note that within the above listed documents, the term "Commission" shall be replaced with the term, "City of University City", and the term "Engineer" is a reference to the Engineer of Record from Crawford, Murphy and Tilly, Inc.

The contracting authority for this contract is the City of University City, MO.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: July 15, 2024

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$1,100

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.



Paper Bid Bond
Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 30", which is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cdot/buam.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Raineri Construction

_____, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☒ partnership

☐ joint venture

☐ corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

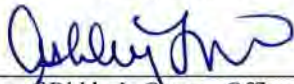
Executed by bidder this 8th day of September 2023.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

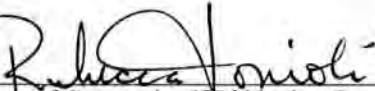


Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Ashley Raineri / President

Please print or type name and title of person signing here

Attest:



Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than

40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of University City, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(21) (a) **ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL:** Bidders have the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14. The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

- | | | |
|---|--|---|
| <input type="checkbox"/> Excavation Production | <input type="checkbox"/> Asphalt Production | <input type="checkbox"/> Asphalt Hauling |
| <input type="checkbox"/> Concrete Paving Production | <input type="checkbox"/> Concrete Paving Hauling | <input type="checkbox"/> Aggregate Base Hauling |

(b) **ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX OR UBAWS MEMBRANE PRICE INDEX:** Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index and/or UBAWS Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. The Asphalt Cement Provision applies only to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons, the Seal Coat Provision applies only to projects that have a quantity that exceeds 50,000 square yards, the Underseal Provision applies only to any projects that have a quantity that exceeds 10,000 gallons, and the UBAWS Membrane provision applies only to projects that have a quantity that exceeds 5,000 square yards. The above quantity limits apply to an individual project or any number of projects in the contract combination.

- | | | | |
|---|------------------------------------|------------------------------------|---|
| <input type="checkbox"/> Asphalt Cement | <input type="checkbox"/> Seal Coat | <input type="checkbox"/> Underseal | <input type="checkbox"/> UBAWS Membrane |
|---|------------------------------------|------------------------------------|---|

WESTGATE AVENUE IMPROVEMENTS

STP-5402 (616)

BID FORM

City of University City
6801 Delmar Boulevard
University City, MO 63130

In accordance with the invitation to bid for the Westgate Avenue Improvements for the City of University City subject to conditions and requirements of the Agreement, and the specifications, which so far as they relate to the Proposal are made a part of it, the undersigned herewith proposes to provide and perform such work for the sum below: (Any Items Not Listed In Pay Items Shall Be Considered Incidental To Construction)

BASE BID PACKAGE					
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PRICE (\$)/UNIT	QUANTITY	COST (\$)
PARTICIPATING ITEMS					
ROADWAY ITEMS					
202-20.10	REMOVAL OF IMPROVEMENTS	L.S.	\$125,510.00	1	\$125,510.00
207-10.00	LINEAR GRADING CLASS 1	STA.	\$1,601.04	23.5	\$37,624.44
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	\$10.79	3386	\$36,534.94
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1)	TONS	\$123.25	854	\$105,255.50
407-10.05	TACK COAT	GAL	\$0.01	789	\$7.89
502-11.08	CONCRETE PAVEMENT (8 IN. NO. REINFORCED)	S.Y.	\$121.59	324.6	\$39,468.11
603-99.02	ADJUST TO GRADE WATER VALVE	EACH	\$550.00	25	\$13,750.00
603-99.02	ADJUST TO GRADE CLEANOUT	EACH	\$550.00	7	\$3,850.00
604-20.20	ADJUSTING BASIN OR INLET	EACH	\$1,320.00	7	\$9,240.00
604-20.10	ADJUSTING MANHOLE	EACH	\$1,320.00	1	\$1,320.00
604-99.02	ADJUST TO GRADE PULL BOX	EACH	\$1,620.00	2	\$3,240.00
604-99.02	ADJUST TO GRADE COMMUNICATIONS MANHOLE	EACH	\$2,750.00	2	\$5,500.00
604-99.02	ADJUST TO GRADE HANDHOLE	EACH	\$1,320.00	2	\$2,640.00
608-10.12	TRUNCATED DOMES	S.F.	\$14.91	348.5	\$5,196.14
608-99.05	PAVED APPROACH, 8 IN. (EXPOSED AGGREGATE)	S.Y.	\$131.44	638.4	\$83,911.30

608-99.05	CONCRETE SIDEWALK, 5 IN. (EXPOSED AGGREGATE)	S.Y.	\$74.13	2065.2	\$153,093.28
608-99.05	CONCRETE CURB RAMP (EXPOSED AGGREGATE)	S.Y.	\$233.15	309.2	\$72,089.98
608-99.05	VARIABLE HEIGHT STEPS	S.Y.	\$459.09	22.1	\$10,145.89
609-10.10	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	L.F.	\$38.59	2174	\$83,894.66
609-99.03	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A (EXPOSED AGGREGATE)	L.F.	\$23.74	265	\$6,291.10
614-99.02	REPLACE INLET TOP	EACH	\$1,540.00	4	\$6,160.00
616-10.05	CONSTRUCTION SIGNS	S.F.	\$7.56	504	\$3,810.24
616-10.25	CHANNELIZER (TRIM LINE)	EACH	\$25.92	120	\$3,110.40
616-10.98A	CHANGEABLE MESSAGE SIGN W/O COMMUNICATION INTERFACE, CONTRACTOR FURNISHED/RETAINED	EACH	\$3,780.00	2	\$7,560.00
618-10.00	MOBILIZATION	L.S.	\$79,991.69	1	\$79,991.69
619-10.00	PAVEMENT EDGE TREATMENT	L.F.	\$4.77	562	\$2,680.74
620-80.64A	TEMPORARY RAISED PAVEMENT MARKER	EACH	\$27.50	80	\$2,200.00
622-10.01	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	S.Y.	\$3.15	7079	\$22,298.85
627-40.00	CONTRACTOR FURNISHED SURVEYING & STAKING	L.S.	\$2,700.00	1	\$2,700.00
806-10.07A	CURB INLET CHECK	EACH	\$156.60	9	\$1,409.40
806-10.16	SEDIMENT REMOVAL	C.Y.	\$88.64	27.5	\$2,437.60
806-10.19	SILT FENCE	L.F.	\$4.86	1853	\$9,005.58
901-99.01	POT HOLING UTILITY FACILITIES	L.S.	\$3,616.80	1	\$3,616.80
Roadway Pay Items Subtotal					\$945,544.52

STRIPING ITEMS					
620-00.42	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES	EACH	\$48.60	9	\$437.40
620-60.00C	4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	\$0.97	1,971	\$1,911.87
620-60.01C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	\$3.24	798	\$2,585.52
620-61.24A	24 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	\$9.72	622	\$6,045.84
620-70.01	PAVEMENT MARKING REMOVAL	L.F.	\$1.08	80	\$86.40
620-99.02	WHITE STANDARD PAVEMENT MARKING PAINT, SHARROW SYMBOL	EACH	\$91.80	17	\$1,560.60
620-99.02	WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, LEFT/RIGHT ARROW	EACH	\$91.80	4	\$367.20
620-99.03	6 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	\$4.32	594	\$2,566.08
Striping Pay Items Subtotal					\$15,560.91
SIGNAL ITEMS					
902-99.01	LOOP DETECTORS (REMOVE AND REPLACE)	L.S.	\$3,920.40	1	\$3,920.40
Signal Pay Items Subtotal					\$3,920.40
SIGNING ITEMS					
903-12.50A	U-CHANNEL POST, 3 LB	L.F.	\$12.02	367	\$4,411.34
903-50.04A	SH - FLAT SHEET	S.F.	\$34.47	51	\$1,757.97
903-99.02	RELOCATED SIGN	EACH	\$550.00	26	\$14,300.00
Signing Pay Items Subtotal					\$20,469.31
LANDSCAPING ITEMS					
803-10.00A	THREE TYPE TALL FESCUE SODDING	S.Y.	\$21.60	307	\$6,631.20
Landscaping Pay Items Subtotal					\$6,631.20

NON-PARTICIPATING ITEMS (ROADWAY ONLY)					
IMPORTANT - THE PRICE(\$)/UNIT BELOW MUST BE THE SAME AS IN THE ABOVE SECTION					
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	\$10.79	137	\$1,478.23
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1)	TONS	\$123.25	219.6	\$27,065.70
407-10.05	TACK COAT	GAL	\$0.01	203	\$2.03
502-11.08	CONCRETE PAVEMENT (8 IN. NON-REINFORCED)	S.Y.	\$121.59	134.5	\$16,353.86
604-20.20	ADJUSTING BASIN OR INLET	EACH	\$1,320.00	2	\$2,640.00
609-10.10	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	L.F.	\$38.59	631	\$24,350.29
619-10.00	PAVEMENT EDGE TREATMENT	L.F.	\$4.77	37	\$176.49
620-00.42	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES	EACH	\$48.80	14	\$680.40
620-60.01C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	\$3.24	13	\$42.12
620-61.24A	24 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	\$9.72	175	\$1,701.00
620-99.02	WHITE STANDARD PAVEMENT MARKING PAINT, SHARROW SYMBOL	EACH	\$91.80	6	\$550.80
620-99.03	6 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	\$4.32	182	\$786.24
622-10.01	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	S.Y.	\$3.15	2430	\$7,654.50
806-10.07A	CURB INLET CHECK	EACH	\$156.60	4	\$626.40
806-10.16	SEWAGE REMOVAL	C.Y.	\$88.64	4	\$354.56
Non-participating Items (Roadway Only) Pay Items Subtotal					\$84,462.62

ROADWAY ITEMS TOTAL (\$): \$945,544.52

STRIPING ITEMS TOTAL (\$): \$15,560.91

SIGNAL ITEMS TOTAL (\$): \$3,920.40

SIGNING ITEMS TOTAL (\$): \$20,469.31

LANDSCAPING ITEMS TOTAL (\$): \$6,631.20

NON-PARTICIPATING (ROADWAY ONLY) ITEMS TOTAL (\$): \$84,462.62

GRAND TOTAL (\$): \$1,076,588.96

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we Raineri Construction, LLC

as principal and Fidelity and Deposit Company of Maryland

as surety, are held and firmly bound unto the (City of University City) Missouri in the penal sum
of Five Percent of the amount bid

Dollars (\$ 5% Amt Bid) to be paid to the commission to be credited to the state road fund, the
principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this September 8, 2023

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) Westgate Avenue from Dlmr Blvd to Olive Blvd. with new ADA Compliant Sidewalks and Curb Ramps & Appurtenances
in St. Louis County(ies),
project (s) STP-5402 (616)

for construction or improvement of state highway as set out in said bid:

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the
requirements of the bid, the specifications, and the provisions of Section 227.100 RSMo, to the satisfaction of the commission,
then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as
set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and
forthwith be entitled to recover the full penal sum to be set out together with court costs, attorney's fees, and any other expense
of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form
furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

Raineri Construction, LLC

Principal

SEAL

By [Signature]

Signature

Fidelity and Deposit Company of Maryland

Surety

SEAL

By [Signature]

Signature of Attorney in Fact

Susan M. Stefanski, Attorney-in-Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the
state of Missouri.

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power of Attorney certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of September, 2023



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way Schaumburg, IL
60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY COLONIAL
AMERICAN CASUALTY AND SURETY COMPANY FIDELITY
AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Taffra S. HOLMAN, Dennis W. LUTZ, Barbara J. LEMM, Susan M. STEFANSKI and Dennis D. FLATNESS, all of St. Louis, Missouri, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her name and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of April, A.D. 2019.



By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 3rd day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

AFFIDAVIT of COMPLIANCE

Section 285.530.2

State of Missouri) ss

County of St. Louis)

Now this 8th day of September, 2023, the undersigned,
being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of Raineri Construction LLC
(name of Corporation, LLC, sole proprietorship or partnership)
3. I am authorized to make this affidavit on behalf of Raineri Construction LLC
(name of business entity, same as above)
4. I state and affirm that Raineri Construction LLC is enrolled and is
(name of business entity, same as above)
currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Raineri Construction LLC does not knowingly employ
(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, Raineri Construction LLC has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since
January 1, 2009 or obtained documents required for completion of a
federal I-9 form before it began participating in e-verify.

7. Attached to this affidavit is a true and accurate copy of this
company's Memorandum of Understanding with the United States
concerning the use of e-verify.

I certify under penalty of perjury that the statements above are
complete, true and accurate to the best of my knowledge and belief.

Ashley Raineri

Authorized Agent, Partner, Owner or Officer

If business has a Human Relations Director or equivalent that person
must sign as an affiant as well.

I certify under penalty of perjury that the statements above
are complete, true and accurate to the best of my knowledge and
belief.

Brad Plein

Human Relations Director

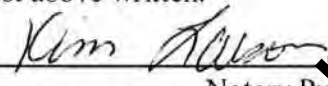
This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form
is not required but the Attorney General has deemed this affidavit
sufficient in form to satisfy the requirements of section 285.540, RSMo.,
Supp. 2008.

FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 8th day of September in the year 2023, before me, Kim Larson
a Notary Public in and for said State, personally appeared Ashley Raines, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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


Notary Public

My Commission Expires:

2/17/24



KIM LARSON
My Commission Expires
February 17, 2024
Jefferson County
Commission #12382791

2024 Agenda Item

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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Raineri Construction, LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed) and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by rotating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.8 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, or the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 213136

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 213136

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 213136

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Raineri Construction, LLC

Ashley Raineri

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/13/2009

Date

2024 Agenda Item



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 213136

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Raineri Construction, LLC

Company Facility Address: 5400 Devonshire Ave

Saint Louis, MO 63109

Company Alternate
Address:

County or Parish: SAINT LOUIS CITY

Employer Identification

Number: 20019207

North American Industry
Classification System

Code: 236

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

Company ID Number: 213136

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Stuart R Wilson		
Telephone Number:	(314) 667 - 5913 ext. 404404	Fax Number:	(314) 667 - 5638
E-mail Address:	swilson@rainericonstruction.com		
Name:	Ashley L Raineri		
Telephone Number:	(314) 667 - 5913 ext. 403	Fax Number:	(314) 667 - 5638
E-mail Address:	ashley@rainericonstruction.com		
Name:	Anthony P Raineri		
Telephone Number:	(314) 667 - 5913 ext. 402402	Fax Number:	(314) 667 - 5638
E-mail Address:	tony@rainericonstruction.com		

2024 Agenda Item

Project No. STP-5402(616)

DBE and non-DBE Subcontractor Reporting Form:

MoDOT and its subrecipients are recipients of federal funds and are required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of the names of all subcontractors used and considered for the contract bid. The information listed below shall only include the names of both DBE and non-DBE companies. MoDOT will then contact the DBEs and non-DBE companies and request additional information including their current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless of whether the subcontractor was used or not. This information shall be submitted by 4:00 p.m. on the 3rd working day after the bid opening. This form shall be submitted to:

City of University City

DBE/non-DBE Subcontractors Used

Hillsdale Demolition

Site System Landscaping

ATK

Petro Logistics

Robin Lynne Trucking

SRM Construction Materials and Supply

DBE/non-DBE Subcontractor Quotes Received

Midwest Turf

Hillsdale Demolition

Site System Landscaping

ATK

Petro Logistics

Robin Lynne Trucking

SRM Construction Materials and Supply

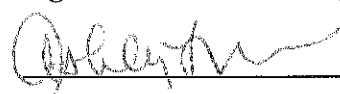
Representative: Ashley Raineri

Title: President

Company Name: Raineri Construction

Date: 09/08/2023

Signature Field



DBE Submittal Forms

(6) **DBE Submittal Forms**: This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) **DBE Contract Goal**: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is **14%** of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) **DBE Participation**: The bidder certifies that it will utilize DBE's as follows:

14.15 % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) **Certification of Good Faith Efforts to Obtain DBE Participation**: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

N/A

2024 Agenda Item

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STP-5402 (616)Route: Westgate Avenue ImprovementsCounty: St. Louis CountyPrime Contractor: Raineri ConstructionContract Amount: \$1,076,588.96

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. All bidders must submit this information with your bid or to City of University City, Attn: Eugene Kuelker, no later than 4:00 p.m. on the 3rd working day after the bid opening. E-mail transmittal is permitted. The e-mail address for submittal is ekuelker@ucitymo.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Hillsdale Demolition Address: 2006 Lucas & Hunt Rd. St. Louis, MO 63121

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
622-10.01	\$ 27,847.60	100.00%	\$ 27,847.60	2.6%	-	+
618-10.00	\$ 800.00	100.00%	\$ 800.00	.07%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$ 28,647.60				Total % 2.70%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

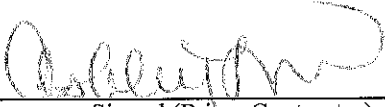
Respectfully submitted:

Raineri Construction

Company Name (Prime Contractor)

Ashley Raineri / President

Name / Title



Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STP-5402 (616)Route: Westgate Avenue ImprovementsCounty: St. Louis CountyPrime Contractor: Raineri ConstructionContract Amount: \$1,076,588.96

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. All bidders must submit this information with your bid or to City of University City, Attn: Eugene Kuelker, no later than 4:00 p.m. on the 3rd working day after the bid opening. E-mail transmittal is permitted. The e-mail address for submittal is ekuelker@ucitymo.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Site System Landscaping, LLC Address: 233 Markoe Ave. Wentzville, Missouri 63385

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B - C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
618-10.00	\$ 5,000.00	100.00%	\$ 5,000.00	.46%	-	+
806-10.07A	\$ 1,305.00	100.00%	\$ 1,305.00	.12%	-	+
806-10.19	\$ 8,338.50	100.00%	\$ 8,338.50	.77%	-	+
803-10.00A	\$ 6,140.00	100.00%	\$ 6,140.00	.57%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$ 20,783.50				Total % 1.93%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

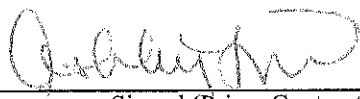
Respectfully submitted:

Raineri Construction

Company Name (Prime Contractor)

Ashley Raineri / President

Name / Title



Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STP-5402 (616)Route: Westgate Avenue ImprovementsCounty: St. Louis CountyPrime Contractor: Raineri ConstructionContract Amount: \$1,076,588.96

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. All bidders must submit this information with your bid or to City of University City, Attn: Eugene Kuelker, no later than 4:00 p.m. on the 3rd working day after the bid opening. E-mail transmittal is permitted. The e-mail address for submittal is ekuelker@ucitymo.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: ATK Safety Supplies Address: 6352 Cedar Springs Rd. Cedar Hill, MO 63016

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
616-10.05	\$ 3,528.00	100.00%	\$ 3,528.00	.33%	-	+
616-10.25	\$ 2,880.00	100.00%	\$ 2,880.00	.27%	-	+
616-10.98	\$ 7,000.00	100.00%	\$ 7,000.00	.65%	-	+
620-00.42	\$ 405.00	100.00%	\$ 405.00	.04%	-	+
620-60.00	\$ 1,773.90	100.00%	\$ 1,773.90	.16%	-	+
620-60.01	\$ 718.20	100.00%	\$ 718.20	.07%	-	+
620-61.24A	\$ 4,976.00	100.00%	\$ 4,976.00	.46%	-	+
620-70.01	\$ 80.00	100.00%	\$ 80.00	.007%	-	+
620-99.02	\$1,445.00	100.00%	\$1,445.00	.13%	-	+
620-99.02	\$340.00	100.00%	\$340.00	.03%	-	+
DBE Total: \$ 23,146.10				Total % 2.20%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

Raineri Construction

Company Name (Prime Contractor)

Ashley Raineri / President

Name / Title


 Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STP-5402 (616)Route: Westgate Avenue ImprovementsCounty: St. Louis CountyPrime Contractor: Raineri ConstructionContract Amount: \$1,076,588.96

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. All bidders must submit this information with your bid or to City of University City, Attn: Eugene Kuelker, no later than 4:00 p.m. on the 3rd working day after the bid opening. E-mail transmittal is permitted. The e-mail address for submittal is ekuelker@ucitymo.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: ATK Safety Supplies Address: 6352 Cedar Springs Rd. Cedar Hill, MO 63016

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
620-99.03	\$ 2,376.00	100.00%	\$ 2,376.00	.22%	-	+
620-00.42	\$ 630.00	100.00%	\$ 630.00	.06%	-	+
620-80.01C	\$ 39.00	100.00%	\$ 39.00	.004%	-	+
620-61.24A	\$ 1,575.00	100.00%	\$ 1,575.00	.15%	-	+
620-99.02	\$ 510.00	100.00%	\$ 510.00	.05%	-	+
620-99.03	\$ 728.00	100.00%	\$ 728.00	.07%	-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$ 5,858.00				Total % 0.54%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

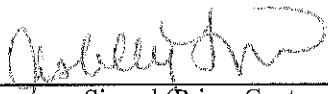
Respectfully submitted:

Raineri Construction

Company Name (Prime Contractor)

Ashley Raineri / President

Name / Title



Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STP-5402 (616)Route: Westgate Avenue ImprovementsCounty: St. Louis CountyPrime Contractor: Raineri ConstructionContract Amount: \$1,076,588.96

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. All bidders must submit this information with your bid or to City of University City, Attn: Eugene Kuelker, no later than 4:00 p.m. on the 3rd working day after the bid opening. E-mail transmittal is permitted. The e-mail address for submittal is ekuelker@ucitymo.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Petro Logistics, LLC Address: 910 S. Kirkwood Rd. #120 Kirkwood, MO 63122

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
401-12.09	\$ 26,668.00	60.00%	\$ 16,000.00	1.5%	-	+
		0.00%			-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$ 16,000.00				Total % 1.50%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

Raineri Construction

Company Name (Prime Contractor)

Ashley Raineri / President

Name / Title



Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STP-5402 (616)Route: Westgate Avenue ImprovementsCounty: St. Louis CountyPrime Contractor: Raineri ConstructionContract Amount: \$1,076,588.96

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. All bidders must submit this information with your bid or to City of University City, Attn: Eugene Kuelker, no later than 4:00 p.m. on the 3rd working day after the bid opening. E-mail transmittal is permitted. The e-mail address for submittal is ekuelker@ucitymo.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Robin Lynne Trucking Address: 3000 Barrett Station Road St. Louis, MO 63122

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
202-20.10	\$ 36,800.00	100.00%	\$ 36,800.00	3.4%	-	+
207-10.00	\$ 6,210.00	100.00%	\$ 6,210.00	.58%	-	+
304-05.04	\$ 10,120.00	100.00%	\$ 10,120.00	.94%	-	+
619-10.00	\$ 460.00	100.00%	\$ 460.00	.04%	-	+
806-10.16	\$ 920.00	100.00%	\$ 920.00	.09%	-	+
304-05.04	\$ 460.00	100.00%	\$ 460.00	.04%	-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$ 54,970.00				Total % 5.10%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.


Respectfully submitted:

Raineri Construction

Company Name (Prime Contractor)

Ashley Raineri / President

Name / Title


 Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: STP-5402 (616)Route: Westgate Avenue ImprovementsCounty: St. Louis CountyPrime Contractor: Raineri ConstructionContract Amount: \$1,076,588.96

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. All bidders must submit this information with your bid or to City of University City, Attn: Eugene Kuelker, no later than 4:00 p.m. on the 3rd working day after the bid opening. E-mail transmittal is permitted. The e-mail address for submittal is ekuelker@ucitymo.org. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: SRM Construction Material Address: 4926 Church Road Centreville, IL 62207

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
609-99.03	\$ 1,980.00	100.00%	\$ 1,980.00	0.18%	-	+
		0.00%			-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total:				Total % 0.18%		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

Raineri Construction

Company Name (Prime Contractor)

Ashley Raineri / President

Name / Title



Signed (Prime Contractor)

CHANGE ORDER No. 5

CONTRACTOR: Raineri Construction
PROJECT NAME: Westgate Avenue Improvements

LPA: City of University City, MO
PROJECT NO.: STP-5402 (616)

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:

This Change Order is to make contract adjustments, to reflect all final field measured quantities

2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
6	502-11.08	Concrete Pavement (8in. Non-reinforced)	324.60	0.00	324.60	SY	\$121.59	\$39,468.11
16	608-99.05	Concrete Sidewalk, 5in (Exposed Aggregate)	2065.20	2160.40	95.20	SY	\$74.13	\$7,057.18
18	608-99.05	Variable Height Steps	22.10	24.80	2.70	SY	\$459.09	\$1,239.54
19	609-10.10	Concrete Curb (6in. Height and Under) Type S	2174.00	2325.50	151.50	LF	\$38.59	\$5,846.39
34	620-00.42	Performed Thermoplastic Pavement Marking, 12in White, Yield Line Triangles	9.00	18.00	9.00	EA	\$48.60	\$437.40
37	620-61.24A	24in. White Standard Waterborne Pavement Marking Paint, Type P Beads	622.00	604.00	18.00	LF	\$9.72	\$174.96
43	903-12.50A	U-Channel Post, 3lb	367.00	160.00	207.00	LF	\$12.02	\$2,488.14
45	903-99.02	Relocated Sign	26.00	10.00	16.00	EA	\$550.00	\$8,800.00
46	803-10.00A	Turf Type Tall Fescue Sodding	307.00	822.00	515.00	SY	\$21.60	\$11,124.00
48	401-12.09	Bituminous Pavement Mixture PG64-22 (BP-1)	219.60	316.10	96.50	TONS	\$123.25	\$11,893.63
50	502-11.08	Concrete Pavement (8in. Non-reinforced)	134.50	0.00	134.50	SY	\$121.59	\$16,353.86
TOTALS:							\$37,598.13	\$67,285.07

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

N/A

4 COMMENTS:

5 COST ADJUSTMENTS TO THE CONTRACT:

- CONTRACT AMOUNT
- OVERRUN THIS ORDER
- OVERRUN PREVIOUS
- UNDERRUN THIS ORDER
- UNDERRUN PREVIOUS
- PROJECT TOTAL

\$1,076,588.96

\$37,598.13

\$65,600.40

\$67,285.07

\$10,120.00

\$1,102,382.42

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

APPROVED: (OWNER)		DATE	APPROVED: (CONTRACTOR)		DATE
APPROVED : MODOT		DATE	APPROVED: (CONSTRUCTION ENGINEER)		DATE

Abm

Digitally signed by Ada Brown
DN: cn=Ada Brown, o=Raineri Construction,
ou=Civil Vice President,
email=abrown@rainericonstruction.com, c=US
Date: 2025.01.29 08:22:09 -06'00'

John Keenan

1/30/2025

County: St. Louis
Route: Westgate Ave
Project: STP-5402 (616)
Job No.: _____

Line Item 6 – Concrete Pavement (8 IN. Non-Reinforced) – Underrun: After inspection of the milled surface, no pavement repair was needed for the project.

Line Item 18 – Variable Height Steps – Overrun: Additional step locations were added along the project limits. This adjustment is the final field measured quantity.

Line Item 34 – Performed Thermoplastic Pavement Marking, 12 IN. White, Yield Line Triangles – Overrun:
Additional yield line triangles were added to the project. This adjustment is the final field measured quantity.

Line Item 43 – U-Channel Post, 3lb – Underrun: Numerous relocated signs were not needed for the project, resulting in their respective new U-Channel posts not needed. This adjustment is the final field measured quantity.

Line Item 46 – Turf Type Tall Fescue Sodding – Overrun: Additional sodding was needed for the project. This adjustment is the final field measured quantity.

Line Item 50 – Concrete Pavement (8 IN. Non-Reinforced) – Underrun: After inspection of the milled surface, no pavement repair was needed for the project.



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	CM20250324-01
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SUBJECT/TITLE:

Recognition of Parks, Streets and Sanitation Personnel (Snow Removal) and other City Manager Updates.

PREPARED BY:

DEPARTMENT / WARD

Administration - All

AGENDA SECTION:

City Manager's Report

CAN ITEM BE RESCHEDULED?

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

Recognition of Parks, Streets and Sanitation Personnel (Snow Removal) and other City Manager Updates.

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.

RELATED ITEMS / ATTACHMENTS:

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

3/24/2025



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	CM20250324-02
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SUBJECT/TITLE:

Second (2nd) Quarter Financial Report - December 31, 2024

PREPARED BY:

Keith Cole - Director of Finance

DEPARTMENT / WARD

Finance / All

AGENDA SECTION:

City Manager's Report

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager is recommending acceptance of the 2nd Quarter Financial Report as of December 31, 2024.

FISCAL IMPACT:

General Fund - revenues (under) expenses (\$1,028,796); Economic Development Retail Sales Tax - revenues over expenses \$112,922; Capital Improvement Sales Tax - revenues (under) expenses (\$600,588); Park Stormwater Sales Tax - revenues (under) expenses (\$1,286,029); Public Safety Sales Tax - revenues (under) expenses (\$1,425,396); Fire Protection Sales Tax - revenues over (under) expenses are equal.

AMOUNT:

n/a

ACCOUNT No.:

n/a

FROM FUND:

n/a

TO FUND:

n/a

EXPLANATION:

A PowerPoint presentation will consist of an overview on the major funds for the 2nd Quarter of fiscal year 2025, as of December 31, 2024.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Major Funds consists of: General Fund, Economic Development Retail Sales Tax Fund, Capital Improvement Sales Tax Fund, Park Stormwater Sales Tax Fund, Public Safety Sales Tax Fund, and Fire Protection Service Sales Tax Fund

CIP No.

n/a

RELATED ITEMS / ATTACHMENTS:

1. PowerPoint Presentation - 2nd Quarter, December 31, 2024, FY2025
2. 2nd Quarter Financial Report - Statement of Revenues and Expenditures

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

March 24, 2025

2nd Quarter December 31, 2024 FY2025 Presentation



March 24, 2025

By

Keith Cole

Director of Finance

General Fund - Revenues

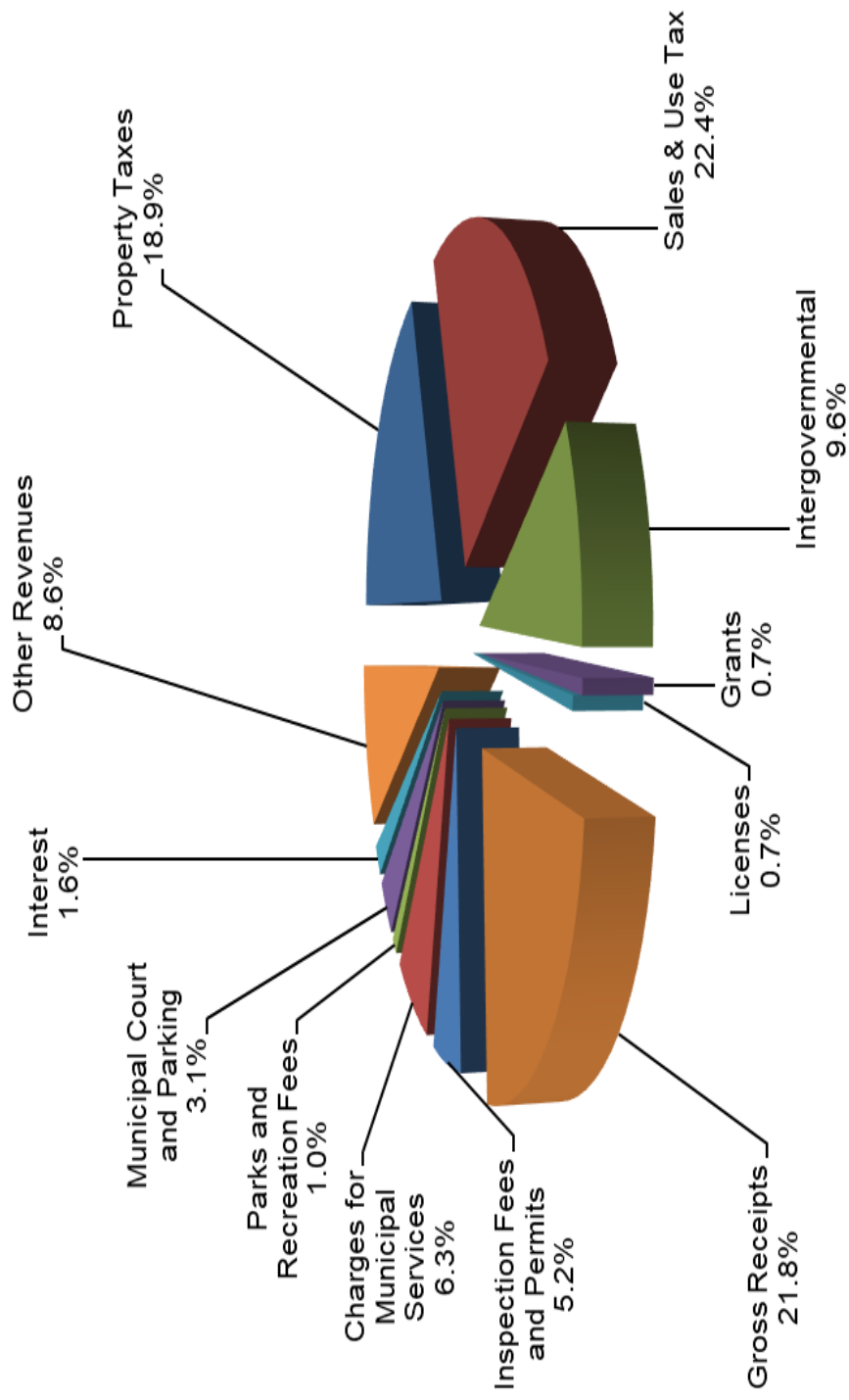
Adjusted Budget	\$25,390,750
YTD Actual	\$12,225,155
Actual as % of Adjusted Budget	48.1%
Increase/(Decrease) compared to same quarter of FY2024	\$1,376,431

Key Points:

- Increase in Inspection Fees and Permits of roughly \$253,000. Increase due to inspections on Building and Zoning permits.
- Increase in Services Charges of roughly \$174,000. The increase mainly from collecting Ambulance Services charges.
- Increase in Interest Revenue of roughly \$94,000. Increase due to favorable market conditions in 2nd Quarter.
- Increase in Other Revenue of roughly \$841,000. Increase mainly from receiving funds from the Subtext Development Issuance Fees, Legal Fees, Seafood City for outstanding bills, and St. Louis Area Ins Trust for Ins Surplus Distribution.

Overall, revenues as a percent of budget show an increase of 10.6% when compared to the same quarter of FY24.

General Fund – Revenues Percentage as of YTD Actuals



General Fund - Expenditures

Adjusted Budget \$30,568,371

YTD Actual \$14,786,469

Actual as % of Adjusted Budget 48.4%

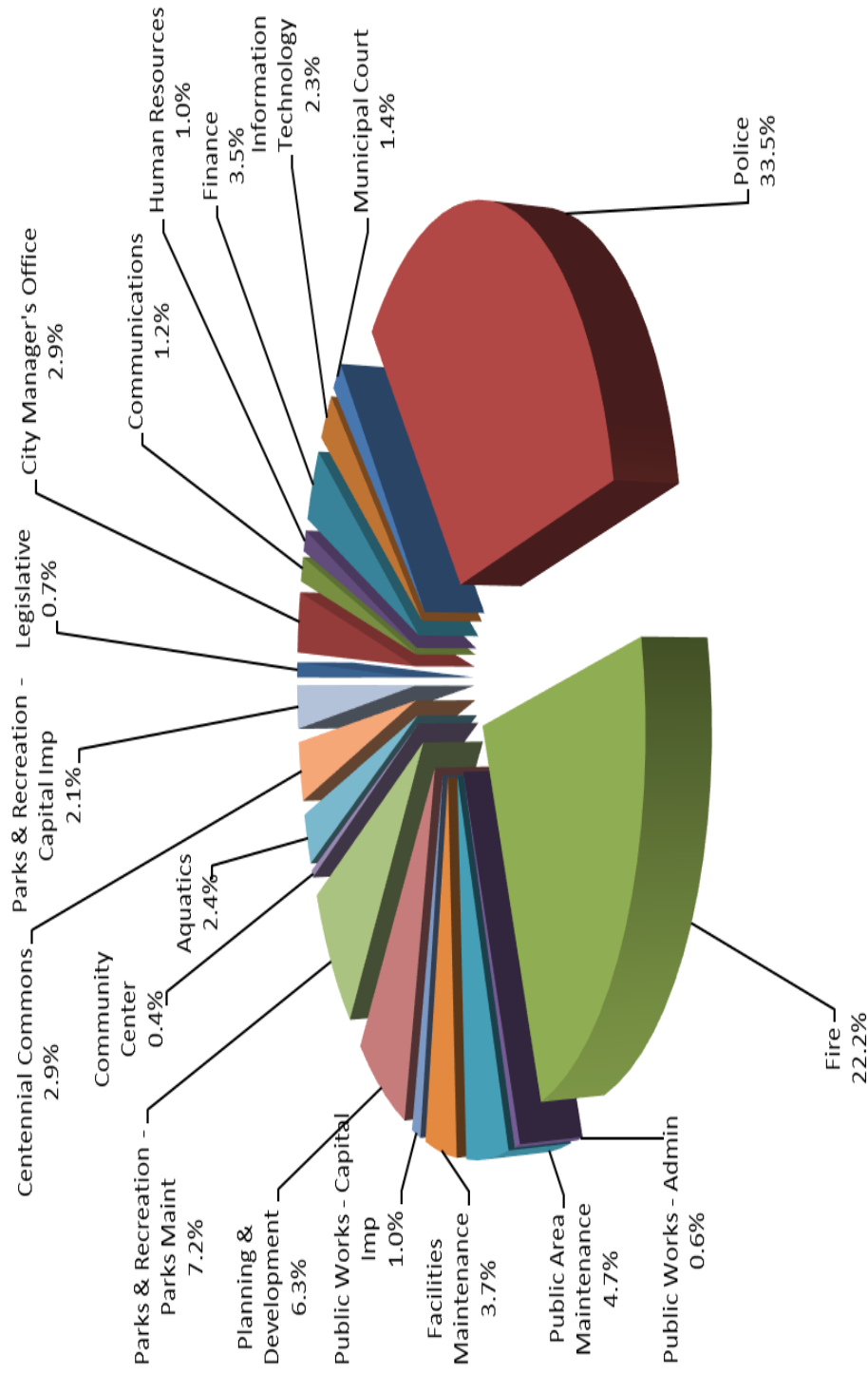
Increase/(Decrease) compared to
same quarter of FY2024 \$889,660

Key Points:

- Increase in expenditures in Police Department of roughly \$316,000. This is mainly due to increase in personnel services, such as wages, overtime, and medical insurance.
- Increase in expenditures in Fire Department of roughly \$237,000. This is mainly due to increase in personnel services, such as wages and overtime.
- Increase in expenditures in Aquatics of roughly \$348,000. This is mainly due to increase in professional services (Midwest Pool Management), electricity, and water.

Overall, the expenditures as a percent of budget increased by 4.3% when compared to the same quarter of FY2024.

General Fund – Expenditures Percentage as of YTD Actuals



Economic Development Retail Sales Tax - Revenues

Adjusted Budget \$1,200,300

YTD Actual \$372,836

Actual as % of Adjusted Budget 31.1%

Increase/(Decrease) compared to same quarter of FY2024 \$19,174

Key Points:

- Sales Tax revenue for the second quarter of FY2025 has shown an increase of roughly 5.4% when compared to the same quarter of FY2024.
- Of the \$372,836 sales tax revenue, roughly \$229,834, or 61.6%, is generated from the TIF.
- Note: sales tax revenue is based on point of sale

Economic Development Retail Sales Tax - Expenditures

Adjusted Budget \$882,915

YTD Actual \$259,914

Actual as % of Adjusted Budget 29.4%

Increase/(Decrease) compared to
same quarter of FY2024

\$100,967

Key Points:

- Increase in expenditures mainly from façade improvement program, events & receptions and professional services. Actual expenses thus far, appears reasonable.

Capital Improvement Sales Tax - Revenues

Adjusted Budget \$2,940,200

YTD Actual \$1,283,114

Actual as % of Adjusted Budget 43.6%

Increase/(Decrease) compared to

same quarter of FY2024 \$324,979

Key Points:

- Increase due to receiving reimbursement on Westgate Ave Improvement project and a refund excess cost share for River Des Peres of \$54,110.
- Note: revenue is generated from pooled sales tax from other cities in the county and is based on per capita.

Capital Improvement Sales Tax - Expenditures

Adjusted Budget	\$2,417,198
YTD Actual	\$544,309
Actual as % of Adjusted Budget	22.5%
Increase/(Decrease) compared to same quarter of FY2024	\$(1,664,985)

Key Points:

- Decrease in expenditures mainly from capital improvement projects that occurred in 2nd Quarter of FY2024. In PY, there were some big street overlay projects which occurred. Thus far, expenses are down roughly 45.5% compared to previous year.

Park and Stormwater Sales Tax - Revenues

Adjusted Budget \$2,100,200

YTD Actual \$587,944

Actual as % of Adjusted Budget 28.0%

Increase/(Decrease) compared to
same quarter of FY2024 \$13,689

Key Points:

- Sales Tax revenue for the second quarter of FY2025 has shown a slight increase of roughly 2.4% when compared to the same quarter of FY2024.
- Of the \$587,944 sales tax revenue, roughly \$301,940, or 51.4%, is generated from the TIF.
- Note: sales tax revenue is based on point of sale

Park and Stormwater Sales Tax - Expenditures

Adjusted Budget \$1,401,865

YTD Actual \$621,485

Actual as % of Adjusted Budget 44.3%

Increase/(Decrease) compared to same quarter of FY2024 \$462,060

Key Points:

- Increase in expenditures mainly from up front costs of \$369,334 to the Army Corps of Engineers OMCI Stormwater Reimbursement Detention Basin 4 project.
- Note: once the Detention Basin 4 project is complete, we can request reimbursement for the \$369,334.
- Increase in parks improvement of roughly \$90,000 at Rabe and Metcalfe Parks for playground equipment.

Public Safety Sales Tax - Revenues

Adjusted Budget	\$2,400,200
YTD Actual	\$753,929
Actual as % of Adjusted Budget	31.4%
Increase/(Decrease) compared to same quarter of FY2024	\$(16,701)

Key Points:

- A small decrease, but thus far, revenues appears to be within reason when compared to 2nd quarter of FY2024.

Public Safety Sales Tax - Expenditures

Adjusted Budget	\$75,314
YTD Actual	\$223,792
Actual as % of Adjusted Budget	297.1%
Increase/(Decrease) compared to same quarter of FY2024	\$(53,016)

Key Points:

- The decrease is due to no longer paying for the leased fire truck. Lease was paid off in FY2024.
- Of the \$223,792 expenses, roughly \$173,000 will be requested for reimbursement from the Annex/Trinity Renovation Project.

Fire Protection Service Sales Tax - Revenues

Adjusted Budget \$1,050,000

YTD Actual \$293,972

Actual as % of Adjusted Budget 28.0%

Increase/(Decrease) compared to
same quarter of FY2024 \$6,851

Key Points:

- Sales Tax revenue for the second quarter of FY2025 has shown a slight increase of roughly 2.4% when compared to the same quarter of FY2024. Revenue appears to be within reason.
- Of the \$293,972 sales tax revenue, roughly \$150,970, or 51.4%, is generated from the TIF.
- Note: FY2025 Budget, Fire Protection Service Sales Tax was broken out into its own fund. Sales tax revenue is based on point of sale.

Fire Protection Service Sales Tax - Expenditures

- ▶ No Operational Expenditures have been budgeted for FY2025.
- ▶ However, the full amount of sales tax received for the fiscal year, will be transferred over to the General Fund. As of December 31, 2024, \$293,972 has been transferred into the General Fund.

Questions

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	4,029,500	4,029,500	2,312,255		57.4%	2,342,168	55.0%
Sales and Use Taxes	7,600,000	7,600,000	2,738,603		36.0%	3,022,411	34.4%
Gross Receipts Taxes	6,130,000	6,130,000	2,667,279		43.5%	2,541,588	39.6%
Intergovernmental	2,615,000	2,615,000	1,178,949		45.1%	1,132,262	41.5%
Grants	-	-	86,866		100.0%	2,519	0.3%
Licenses	707,300	707,300	79,951		11.3%	99,962	11.4%
Inspection Fees and Permits	1,329,450	1,329,450	640,951		48.2%	387,736	29.2%
Charges for Municipal Services	1,558,000	1,558,000	771,551		49.5%	597,758	35.8%
Parks and Recreation Fees	445,000	445,000	117,981		26.5%	67,339	16.8%
Municipal Court and Parking	663,500	663,500	380,012		57.3%	339,348	44.5%
Interest Revenue	36,000	36,000	200,873		558.0%	107,130	27.6%
Other Revenues	277,000	277,000	1,049,884		379.0%	208,503	56.7%
Total Revenues	25,390,750	25,390,750	12,225,155		48.1%	10,848,724	37.5%
<u>General Fund Expenditures:</u>							
Legislative Services	233,710	233,710	107,613	107,613	46.0%	106,828	47.0%
City Manager's Office	755,377	755,377	428,611	428,611	56.7%	636,500	57.8%
Communications	423,480	423,480	175,740	175,740	41.5%	178,688	53.2%
Human Resources	377,707	377,707	151,444	151,837	40.1%	156,299	42.3%
Finance Department	1,106,400	1,106,400	514,449	514,449	46.5%	503,585	52.5%
Information Technology	493,898	493,898	339,062	380,424	68.7%	250,797	42.7%
Municipal Court	466,445	466,445	212,328	212,328	45.5%	206,799	47.4%
Police Department	10,944,654	10,944,654	4,946,761	5,299,748	45.2%	4,631,662	46.4%
Fire Department	7,104,218	7,104,218	3,281,336	3,377,409	46.2%	3,043,975	44.2%
Public Works - Admin.	294,436	294,436	84,381	84,938	28.7%	142,283	52.5%
Public Area Maintenance	1,555,456	1,555,456	699,381	721,441	45.0%	606,227	38.1%
Facilities Maintenance	990,952	990,952	543,779	543,779	54.9%	595,071	53.7%
Public Works - Capital Imp	-	-	155,060	175,059	100.0%	57,959	9.4%
Planning & Development	2,151,925	2,151,925	938,508	938,508	43.6%	1,073,804	54.0%
Parks & Recreation - Parks Maint	1,999,694	1,999,694	1,062,760	1,158,325	53.1%	1,041,851	50.0%
Community Center	172,476	172,476	52,241	52,241	30.3%	60,381	24.5%
Aquatics	581,213	570,213	361,189	759,943	63.3%	12,758	1.9%
Centennial Commons	916,330	927,330	422,138	422,138	45.5%	376,932	34.8%
Parks & Recreation - Capital Imp	-	-	309,688	364,758	100.0%	214,410	22.8%
Total Expenditures	30,568,371	30,568,371	14,786,469	15,869,289	48.4%	13,896,809	44.1%
Total Operating Surplus (Deficit)	(5,177,621)	(5,177,621)	(2,561,314)			(3,048,085)	
Insurance Recoveries	-	-	43,520			-	
Transfer In from Other Funds	5,185,786	5,185,786	3,896,998			4,417,696	
Transfer Out to Other Funds	(2,308,000)	(2,308,000)	(2,408,000)			(1,762,000)	
Total Other Financing Sources	2,877,786	2,877,786	1,532,518			2,655,696	
Operating Revenues Over (Under) Expenditures	(2,299,835)	(2,299,835)	(1,028,796)			(392,389)	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Economic Development Retail Sales Tax</u>							
Sales and Use Taxes	1,200,000	1,200,000	372,836		31.1%	353,655	31.5%
Interest Revenue	300	300	-		0.0%	7	1.4%
Total Revenues	1,200,300	1,200,300	372,836		31.1%	353,662	31.5%
<u>Economic Development Retail Sales Tax</u>							
Personnel Services	224,325	224,325	100,667	100,667	44.9%	107,640	42.4%
Contractual Services	507,590	507,590	73,659	73,659	14.5%	67,621	5.5%
Materials & Supplies	1,000	1,000	-	-	0.0%	-	0.0%
Capital Outlay	150,000	150,000	85,588	85,588	57.1%	(16,314)	-9.3%
Total Expenditures	882,915	882,915	259,914	259,914	29.4%	158,947	9.5%
Total Operating Surplus (Deficit)	317,385	317,385	112,922			194,715	
Transfer Out	-	-	-			(50,000)	
Operating Revenues Over (Under) Expenditures	317,385	317,385	112,922			144,715	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Capital Improvement Sales Tax:</u>							
Sales and Use Taxes	2,940,000	2,940,000	927,368		31.5%	958,096	32.6%
Grant Revenue	-	-	301,635		100.0%	-	0.0%
Miscellaneous Revenues	-	-	54,111		100.0%	-	0.0%
Interest Revenue	200	200	-		0.0%	39	3.3%
Total Revenues	2,940,200	2,940,200	1,283,114		43.6%	958,135	32.6%
<u>Capital Improvement Sales Tax:</u>							
Personnel Services	351,361	351,361	169,059	169,059	48.1%	179,176	49.3%
Contractual Services	1,997	1,997	498	498	24.9%	497	41.4%
Capital Outlay	2,063,840	2,063,840	374,752	607,180	18.2%	2,029,621	70.4%
Total Expenditures	2,417,198	2,417,198	544,309	776,737	22.5%	2,209,294	68.0%
Total Operating Surplus (Deficit)	523,002	523,002	738,805			(1,251,159)	
Insurance Recoveries	-	-	10,607			-	
Transfer Out	(1,782,760)	(1,782,760)	(1,350,000)			(1,186,000)	
Operating Revenues Over (Under) Expenditures	(1,259,758)	(1,259,758)	(600,588)			(2,437,159)	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Park and Stormwater Sales Tax:</u>							
Sales and Use Taxes	2,100,000	2,100,000	587,944		28.0%	574,242	28.7%
Interest Revenue	200	200	-		0.0%	13	1.3%
Total Revenues	2,100,200	2,100,200	587,944		28.0%	574,255	27.4%
<u>Park and Stormwater Sales Tax:</u>							
Personnel Services	316,109	316,109	129,616	129,616	41.0%	137,061	48.3%
Contractual Services	756	756	3,464	3,464	458.2%	272	4.5%
Capital outlay	1,085,000	1,085,000	488,405	504,307	45.0%	22,092	1.6%
Total Expenditures	1,401,865	1,401,865	621,485	637,387	44.3%	159,425	9.6%
Total Operating Surplus (Deficit)	698,335	698,335	(33,541)			414,830	
Transfer Out	(1,252,488)	(1,252,488)	(1,252,488)			(1,570,674)	
Operating Revenues Over (Under) Expenditures	(554,153)	(554,153)	(1,286,029)			(1,155,844)	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Public Safety Sales Tax:</u>							
Sales and Use Taxes	2,400,000	2,400,000	753,929		31.4%	770,599	33.2%
Interest Revenue	200	200	-		0.0%	31	3.1%
Total Revenues	2,400,200	2,400,200	753,929		31.4%	770,630	33.2%
<u>Public Safety Sales Tax:</u>							
Personnel Services	75,314	75,314	35,040	35,040	46.5%	34,976	49.0%
Capital Outlay	-	-	188,752	188,752	100.0%	127,421	13.2%
Debt Service	-	-	-	-	0.0%	114,411	99.8%
Total Expenditures	75,314	75,314	223,792	223,792	297.1%	276,808	23.5%
Total Operating Surplus (Deficit)	2,324,886	2,324,886	530,137			493,822	
Transfer Out	(1,955,533)	(1,955,533)	(1,955,533)			(1,911,597)	
Total Other Financing Sources	(1,955,533)	(1,955,533)	(1,955,533)			(1,911,597)	
Operating Revenues Over (Under) Expenditures	369,353	369,353	(1,425,396)			(1,417,775)	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Fire Protection Sales Tax:</u>							
Sales and Use Taxes	1,050,000	1,050,000	293,972		28.0%	-	0.0%
Total Revenues	1,050,000	1,050,000	293,972		28.0%	-	0.0%
<u>Fire Protection Sales Tax:</u>							
Personnel Services	-	-	-	-	0.0%	-	0.0%
Contractual Services	-	-	-	-	0.0%	-	0.0%
Capital Outlay	-	-	-	-	0.0%	-	0.0%
Total Expenditures	-	-	-	-	0.0%	-	0.0%
Total Operating Surplus (Deficit)	1,050,000	1,050,000	293,972			-	
Transfer Out to General Fund	(1,050,000)	(1,050,000)	(293,972)			-	
Total Other Financing Sources	(1,050,000)	(1,050,000)	(293,972)			-	
Operating Revenues Over (Under) Expenditures	-	-	-			-	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Fleet Operations:</u>							
Service to Other Jurisdictions	-	-	5,109		100.0%	43	100.0%
Gain or loss on disposal	-	-	5,000		100.0%	-	0.0%
Total Revenue	-	-	10,109		100.0%	43	100.0%
<u>Fleet Operations:</u>							
Expenditures	1,690,757	1,690,757	991,972	991,972	58.7%	1,256,615	72.9%
Total Operating Surplus (Deficit)	(1,690,757)	(1,690,757)	(981,863)			(1,256,572)	
Transfer In from Other Funds	1,700,000	1,700,000	1,700,000			1,750,000	
Operating Revenues Over (Under) Expenditures	9,243	9,243	718,137			493,428	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Debt Service Fund:</u>							
Other Revenues	-	-	-	-	0.0%	-	0.0%
Total Revenues	-	-	-	-	0.0%	-	0.0%
<u>Debt Service Fund:</u>							
Expenses	-	-		-	0.0%	12	100.0%
Total Expenditures	-	-	-	-	0.0%	12	100.0%
Total Operating Surplus (Deficit)	-	-	-			(12)	
Transfer In from Other Funds	1,000,000	1,000,000	1,000,000			-	
Operating Revenues Over (Under)							
Expenditures	1,000,000	1,000,000	1,000,000			(12)	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Sewer Lateral Fund:</u>							
Service Charges	570,000	570,000	373,683		65.6%	376,733	67.0%
Total Revenues	570,000	570,000	373,683		65.6%	376,733	67.0%
<u>Sewer Lateral Fund:</u>							
Personal Services	93,005	93,005	42,116	42,116	45.3%	43,898	46.7%
Contractual Services	8,250	8,250	8,419	8,419	102.0%	8,499	96.8%
Sewer Lateral Reimbursement	400,000	400,000	105,186	127,296	26.3%	95,637	25.3%
Total Expenditures	501,255	501,255	155,721	177,831	31.1%	148,034	30.8%
Total Operating Surplus (Deficit)	68,745	68,745	217,962			228,699	
Transfer Out to General Fund	(45,000)	(45,000)	(45,000)			(57,220)	
Operating Revenues Over (Under) Expenditures	23,745	23,745	172,962			171,479	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Solid Waste Fund:</u>							
Service Charges	3,400,000	3,400,000	2,274,515		66.9%	2,208,368	68.3%
Miscellaneous Revenues	40,200	40,200	16,011		39.8%	9,654	24.0%
Grants	120,000	120,000	-		0.0%	-	0.0%
Total Revenues	3,560,200	3,560,200	2,290,526		64.3%	2,218,022	67.4%
<u>Solid Waste Fund:</u>							
Administration	294,359	294,359	127,607	127,607	43.4%	167,540	59.8%
Operations	2,486,135	2,486,135	1,362,202	1,362,202	54.8%	1,200,412	46.4%
Leaf Collection	688,133	688,133	276,405	565,155	40.2%	340,242	81.0%
Capital Improvement	275,000	275,000	141,317	813,121	51.4%	2,410	0.6%
Grants	120,000	120,000	1,383	1,383	1.2%	7,565	6.3%
Total Expenditures	3,863,627	3,863,627	1,908,914	2,869,468	49.4%	1,718,169	44.7%
Total Operating Surplus (Deficit)	(303,427)	(303,427)	381,612			499,853	
Transfer In	-	-	200,000			-	
Transfer Out	-	-	-			(236,000)	
Operating Revenues Over (Under) Expenditures	(303,427)	(303,427)	581,612			263,853	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Grants:</u>							
Grant Revenue	653,000	653,000	-		0.0%	20,323	2.0%
Total Revenues	653,000	653,000	-		0.0%	20,323	2.0%
<u>Grants:</u>							
Capital outlay	653,000	653,000	-	-	0.0%	8,744	0.8%
Total Expenditures	653,000	653,000	-	-	0.0%	8,744	0.8%
Total Operating Surplus (Deficit)	-	-	-			11,579	
Transfer Out to General Fund	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	-	-			11,579	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Capital Projects Fund:</u>							
Interest Revenue	-	-	478,080		100.0%	-	0.0%
Total Revenues	-	-	478,080		100.0%	-	0.0%
<u>Capital Projects Fund:</u>							
Capital Outlay	-	-	2,359,432	26,358,816	100.0%	-	0.0%
Other	-	-	403,982	403,982	100.0%	-	0.0%
Debt Service	-	-	-	-	0.0%	-	0.0%
Total Expenditures	-	-	2,763,414	26,762,798	100.0%	-	0.0%
Total Operating Surplus (Deficit)	-	-	(2,285,334)			-	
Proceeds from Sale of Bonds	-	-	25,795,000			-	
Original Issue Premium	-	-	1,708,111			-	
Transfer In	-	-	-			-	
Transfer Out	-	-	-			-	
Total Other Financing Sources	-	-	27,503,111			-	
Operating Revenues Over (Under) Expenditures	-	-	25,217,777			-	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Parking Garage:</u>							
Parking Revenue	115,000	115,000	62,527		54.4%	54,446	47.6%
Miscellaneous	54,000	54,000	26,962		49.9%	26,648	29.5%
Total Revenues	169,000	169,000	89,489		53.0%	81,094	39.6%
<u>Parking Garage:</u>							
Personnel Services	20,000	20,000	-	-	0.0%	-	0.0%
Contractual Services	81,770	81,770	46,680	46,680	57.1%	48,939	61.8%
Material and Supplies	18,000	18,000	-	-	0.0%	-	0.0%
Total Expenditures	119,770	119,770	46,680	46,680	39.0%	48,939	49.3%
Total Operating Surplus (Deficit)	49,230	49,230	42,809			32,155	
Transfer Out	(153,220)	(153,220)	(153,220)			(153,220)	
Operating Revenues Over (Under) Expenditures	(103,990)	(103,990)	(110,411)			(121,065)	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Golf Course:</u>							
Golf Course Revenue	1,000,000	1,000,000	632,707		63.3%	733,217	81.5%
Miscellaneous	-	-	-		0.0%	281	0.0%
Total Revenues	1,000,000	1,000,000	632,707		63.3%	733,498	81.5%
<u>Golf Course:</u>							
Personnel Services	574,760	574,760	285,070	285,070	49.6%	286,115	61.3%
Contractual Services	270,626	283,626	187,828	221,298	66.2%	167,828	66.8%
Material and Supplies	173,600	173,600	82,221	82,221	47.4%	83,187	50.8%
Capital outlay	125,500	125,500	-	-	0.0%	-	0.0%
Total Expenditures	1,144,486	1,157,486	555,119	588,589	48.0%	537,130	58.1%
Total Operating Surplus (Deficit)	(144,486)	(157,486)	77,588			196,368	
Transfer out	(96,020)	(96,020)	(96,020)			(98,220)	
Operating Revenues Over (Under) Expenditures	(240,506)	(253,506)	(18,432)			98,148	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Police and Fire Pension:</u>							
Property Taxes	1,190,000	1,190,000	657,178		55.2%	580,983	58.4%
Miscellaneous	500	500	-		0.0%	1	0.0%
Interest Revenue	1,250,000	1,250,000	2,134,602		170.8%	1,697,800	339.6%
Total Revenues	2,440,500	2,440,500	2,791,780		114.4%	2,278,784	101.5%
<u>Police and Fire Pension:</u>							
Pension Administration	164,151	164,151	85,451	85,451	52.1%	84,887	65.4%
Pension Benefits	2,675,562	2,675,562	1,188,576	1,188,576	44.4%	1,457,660	66.7%
Total Expenditures	2,839,713	2,839,713	1,274,027	1,274,027	44.9%	1,542,547	66.6%
Total Operating Surplus (Deficit)	(399,213)	(399,213)	1,517,753			736,237	
Transfer In from Other Funds	545,235	545,235	545,235			545,235	
Operating Revenues Over (Under) Expenditures	146,022	146,022	2,062,988			1,281,472	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Non-Uniformed Pension:</u>							
Miscellaneous	1,002,650	1,002,650	146,696		14.6%	878,881	50.8%
Interest Revenue	1,250,000	1,250,000	2,355,155		188.4%	1,816,907	363.4%
Total Revenues	2,252,650	2,252,650	2,501,851		111.1%	2,695,788	120.9%
<u>Non-Uniformed Pension:</u>							
Pension Administration	215,820	215,820	137,178	137,178	63.6%	104,898	52.4%
Pension Benefits	1,489,540	1,489,540	784,564	784,564	52.7%	785,680	55.4%
Total Expenditures	1,705,360	1,705,360	921,742	921,742	54.0%	890,578	55.0%
Total Operating Surplus (Deficit)	547,290	547,290	1,580,109			1,805,210	
Transfer In	-	-	-			-	
Operating Revenues Over (Under) Expenditures	547,290	547,290	1,580,109			1,805,210	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Olive I-170 TIF Fund (T2) RPA-1</u>							
TIF Revenue	-	-	861,885		100.0%	667,593	32.5%
CID Revenue	-	-	914,379		100.0%	709,380	47.0%
Property Taxes (PILOTS)	-	-	9,796		100.0%	6,361	11.0%
Interest	-	-	145,195		100.0%	139,711	46.0%
Total Revenues	-	-	1,931,255		100.0%	1,523,045	38.6%
<u>Olive I-170 TIF Fund (T2) RPA-1</u>							
Total Expenditures	-	-	2,216,369	-	100.0%	1,206,560	26.5%
Total Operating Surplus (Deficit)	-	-	(285,114)			316,485	
Transfer In from Other Funds	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	-	(285,114)			316,485	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Third Ward Revitalization (T3) RPA-2</u>							
Property Taxes	-	-	9,398		100.0%	-	0.0%
Miscellaneous Revenue	92,000	92,000	-		0.0%	-	0.0%
Interest	-	-	62,144		100.0%	19,849	20.6%
Total Revenues	92,000	92,000	71,542		77.8%	19,849	9.7%
<u>Third Ward Revitalization (T3) RPA-2</u>							
Total Expenditures	-	-	48,061	-	100.0%	101,075	45.9%
Total Operating Surplus (Deficit)	92,000	92,000	23,481			(81,226)	
Transfer In	212,000	212,000	212,000			212,000	
Operating Revenues Over (Under) Expenditures	304,000	304,000	235,481			130,774	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2024
FY 2025

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2025 Actual As % of Adjusted Budget	FY 2024 2nd Qtr Actual	FY 2024 Actual As % of Budget
<u>Olive I-170 TIF Fund (T4) RPA-3</u>							
TIF Revenue	-	-	49,543		100.0%	53,308	90.4%
Property Taxes	-	-	149,242		100.0%	104,074	22.7%
Total Revenues	-	-	198,785		100.0%	157,382	30.5%
<u>Olive I-170 TIF Fund (T4) RPA-3</u>							
Total Expenditures	-	-	-	-	0.0%	-	0.0%
Total Operating Surplus (Deficit)	-	-	198,785			157,382	
Transfer In from Other Funds	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	-	198,785			157,382	



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	NB20250324-01
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SUBJECT/TITLE:

Flood Buyout Policy for FEMA's Hazard Mitigation Grant Program (HMGP) grant.

PREPARED BY:

John L. Wagner

DEPARTMENT / WARD

Planning and Development / Wards 2 and 3

AGENDA SECTION:

New Business - Res 2025-03

CAN ITEM BE RESCHEDULED?

yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:

Use of OMCI Funding and American Rescue Plan Act (ARPA) funds to fund the local match project cost of \$1,020,710.02.

AMOUNT:

ACCOUNT No.:

FROM FUND:

Fund Reserves

TO FUND:

Fund Reserves

EXPLANATION:

Flood Buyout Policy for FEMA's Hazard Mitigation Grant Program (HMGP) grant.
This \$4,082,840.06 grant is 75% federally-funded, with 25% (\$1,020,710.02) funded by the City of university City. The focus of the grant includes twelve (12) single-family homes on Wilson Avenue and the western-most building of the Hafner Court Apartments.

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.

RELATED ITEMS / ATTACHMENTS:

Attached is a Draft Policy.

LIST CITY COUNCIL GOALS (S):

Encourage High-quality Growth, Improved Infrastructure, Community Quality of Life.

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

March 24, 2025

RESOLUTION NO. 2025 – 03

A RESOLUTION ADOPTING A VOLUNTARY FLOOD BUYOUT POLICY FOR THE ACQUISITION OF PROPERTY THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS FOLLOWS:

Section 1. The Federal Emergency Management Agency (FEMA) has approved Hazard Mitigation Grant Program (HMGP) funding administered by the State Emergency Management Agency (SEMA) for the acquisition and demolition of 13 flood-prone residential properties located at: 7439 Ahern Avenue, 7442 Ahern Avenue, 8061 Hafner Court, 1052 Wilson Avenue, 1075 Wilson Avenue, 1079 Wilson Avenue, 1083 Wilson Avenue, 1087 Wilson Avenue, 1131 Wilson Avenue, 1149 Wilson Avenue, 1153 Wilson Avenue, 1157 Wilson Avenue, and 1163 Wilson Avenue. Specifically, \$4,082,840.06 was approved for this FEMA-DR-4665-MO Project #0014 (Project), 75% (\$3,062,130.04) of which will come from federal funds and 25% (\$1,020,710.02) of which will come from City of University City, Missouri (City) funds. The City has executed SEMA Hazard Mitigation Grant Program Funding Approval and Grant Agreement forms, and the City has agreed to accept responsibility for adherence to all grant requirements.

Section 2. The City is required by SEMA to adopt a Voluntary Flood Buyout Policy for the Project. The City of University City Voluntary Flood Buyout Policy (Policy) is hereby adopted in substantially the form attached hereto as **Exhibit A**.

Section 3. Representatives of the City are hereby authorized to use the Policy in connection with the acquisition and demolition of the residential properties listed in Section 1.

Section 4. The City does hereby provide the necessary assurance that restrictive covenants shall be conveyed in the deed to any property the City acquires through the Hazard Mitigation Grant Program, as follows: 1) the property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; 2) no new structure(s) will be built on the property, except as approved under Title 44 of the Code of Federal Regulations, Section 206.434(d) (44 CFR 206.434(d)); and, 3) after completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any federal entity or source, and no federal entity or source will provide such assistance.

Section 5. Only properties meeting the following requirements are eligible to participate in the Project: 1) the property must be listed in the original buyout application submitted to FEMA or later officially amended to the buyout by both SEMA and FEMA, and 2) the property must be a primary residential home. Vacation homes, clubhouses or businesses are not eligible for acquisition under this buyout program.

Section 6. As required by SEMA, any changes and additions to the Policy will be reviewed by an advisory committee consisting of representatives from SEMA and the City. In the event of disputes, differences of interpretation, or disagreements over the guidelines, the decision of the City, acting by and through the City Council, shall be final and in all cases shall be the determining factor, after consultation with SEMA.

Section 7. The Mayor, the City Manager and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the Project.

Section 8. This Resolution shall be in full force and effect from and after its passage by the City Council.

PASSED and ADOPTED this 24th day of March, 2025.

MAYOR

(Seal)

ATTEST:

CITY CLERK

City of University City Voluntary Buyout Policy: HMGP

The City of University City Council hereby adopts the City of University City, Missouri Voluntary Flood Buyout Policy as follows:

Priorities of Buyout Program

1. Residential properties on the original application.
2. Residential properties added to the buyout will be given consideration based on:
 - a) Frequency of inundation;
 - b) Proximity to the creek; and
 - c) Elevation

Priority 1: 1131 Wilson Street, Parcel ID: 17J-42-0052
Priority 2: 7442 Ahern Avenue, Parcel ID: 17J-13-0814
Priority 3: 1052 Wilson Street, Parcel ID: 17J-13-0070
Priority 4: 1075 Wilson Street, Parcel ID: 17J-13-0498
Priority 5: 1079 Wilson Street, Parcel ID: 17J-13-0520
Priority 6: 1083 Wilson Street, Parcel ID: 17J-13-0603
Priority 7: 1087 Wilson Street, Parcel ID: 17J-13-0652
Priority 8: 1149 Wilson Street, Parcel ID: 17J-42-0250
Priority 9: 1153 Wilson Street, Parcel ID: 17J-42-0315
Priority 10: 1157 Wilson Street, Parcel ID: 17J-42-0337
Priority 11: 1163 Wilson Street, Parcel ID: 17J-42-1097
Priority 12: 7439 Ahern Avenue, Parcel ID: 17J-14-1476
Priority 13: 8061 Hafner Court, Parcel ID: 17K-54-1194

Open Space Assurance Statement

1. The City of University City, through adoption of this Policy does hereby provide the necessary assurance that all property acquired through the Hazard Mitigation Grant Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in 44 CFR 206.434(e).

2. (e) *Property acquisitions and relocation requirements.* Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007, must be implemented in accordance with part 80 of this chapter:

(1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:

(A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(B) A rest room; or

(C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.

(iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.

(2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, pervious parking lots, and buffer zones.

(3) Any structures built on the property according to paragraph (d)(1) of this section, shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Eligibility Requirements

In general, to be eligible to participate in the City of University City flood buyout program, all conditions listed below must be met:

1. Property must be listed in the original buyout application submitted to the Federal Emergency Management Agency.
2. The property must be a **primary residential** home (no vacation homes, clubhouses or businesses).

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.
2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.
3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.
4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.
5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If clear title cannot be provided by the property owner, the property will be withdrawn from the project.
6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined in more detail on page 3. The cost for the appraisal will be paid for with grant funds.
7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the **Uniform Relocation Assistance Act (URA)**, unless CDBG funds are used as matching funds. In this instance,

- URA benefits must be approved by SEMA and FEMA. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.
8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.
 9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.
 10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures, windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.
 11. Once a property has been acquired by the City, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any Program Income generated by the project will be documented.
 12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.
 13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.
 14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.
 15. The Date of Negotiations for the City of Universal City is the date the property owner accepted the offer to purchase the property.

Fair Market Value Determination

1. All offers to property owners will be based on the pre-flood or current (as determined by SEMA) fair market value established by a State of Missouri board certified, licensed appraiser minus any applicable Duplication of Benefits.
2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.

3. The City's grant administrator will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.
4. If the property owner has an appraisal that was completed within the last twelve (12) months prior to the flooding event date by a State of Missouri board certified, licensed appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.
5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of University City and owner appraisal to the Missouri State Emergency Management Agency (SEMA). The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.
6. All property appraisals will be completed with the following special buyout provisions:
 - The pre-flood or current appraisal must clearly indicate the value of the entire buyout package **and**
 - 1) the value of the residential structure only
 - 2) the value of the underlying real property and outbuildings only
 - Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.
 - Property previously purchased by the City of University City as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.
 - Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.
7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the pre-flood appraisal if not used for the intended purpose. Each property owner

participating in a FEMA flood buyout must sign an affidavit disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1. The property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure. This is because payment of full pre-flood fair market value (FMV) compensates the owner for the loss of value that has occurred.
2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them.
3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement.

When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

If a property owner carried a policy, through the **National Flood Insurance Program (NFIP)**, at the time of the event, a payment equal to the amount of premiums for structural coverage paid by the current property owner for up to five years prior to the event may be refunded to the policy holder as part of the Duplication of Benefits calculation. This amount is determined by SEMA as part of their research of the Duplication of Benefits calculation. It is also dependent upon the availability of grant funds.

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer are as follows:

General Buyout

Criteria:

1. Home and underlying real property are owned by the same owner
2. Property is occupied by the owner of the property (at time of event) or a tenant/renter*

A property and property owner meeting the criteria listed above will be acquired at the pre-flood fair or current market value established by a qualified appraisal less any applicable Duplication of Benefits.

Example: Pre-flood property appraised at \$40,000
Duplication of Benefits total \$5,000
Property owner will be offered \$35,000

*Tenant may qualify for a tenant relocation assistance grant minus any Duplication of Benefits; (see page 8)

Owner Relocation Payment

Criteria:

1. Home and underlying real property is owned by the same owner as a primary residence
2. Property is occupied by the owner of the property (i.e., owner-occupied)
3. Meet all requirements as outlined below per the Hazard Mitigation Assistance Unified Guidance

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate all the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

Post-Flood Owner Purchase

If for some reason, the property was acquired after the disaster event, the offer to the current property owner is (1) the documented purchase price plus any verifiable repairs or (2) the current fair market value, **whichever is less**.

Note, the property owner is responsible for providing documentation verifying the purchase price and verifiable repairs, i.e. receipts, etc.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of “relocation” payments may be available:

1. Replacement Housing Payment a.k.a. Owner Relocation (maximum \$31,000)
2. Renter Relocation Assistance payment (maximum \$7,200 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

1. Maximum owner relocation payment a buyout participant may receive is \$31,000.
2. Individuals and families entitled to a replacement housing payment are those that:
 1. Own and occupy the dwelling participating in the buyout program as a primary residence, and
 2. Owned and occupied the dwelling participating during the incident period for the disaster, and
 3. Meets all other requirements as listed under the *Buyout Categories* section of this document.
 - The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area.
 - The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling or by using comparable properties.
 - It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City's grant administrator.
 - Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
 - The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City's grant administrator will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.
 - The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

NOTE: All criteria listed above must be met and verified to be eligible for a replacement housing (owner relocation) payment.

Example:

Fair Market Value of Replacement Home	\$35,000
Fair Market Value of Flood-Damaged Home	\$21,000
Cost of new home:	\$35,000
Less: value of flood-damaged home:	<u>(\$21,000)</u>
Replacement Housing Payment:	\$14,000 CANNOT EXCEED \$31,000
Homeowner receives	\$21,000
Plus:	<u>\$14,000</u>
Total Buyout Offer:	<u>\$35,000*</u>

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.
2. The maximum renter relocation assistance grant may not exceed \$7,200 plus the cost to move personal property located inside the property based on a standard table of costs.
3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.
4. A *Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.
5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.
6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.
7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.
8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits (A, B, and C) which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the property.
2. There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on or about the property.
3. At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the property.
4. There has never been any solid waste disposal site or underground storage tank located in, on or about the property, nor has there been any release from any underground storage tank on real property contiguous to the property which has resulted in any hazardous substance coming in contact with the property.

5. The seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the property, or any violation of any Environmental laws; and
6. To the best of property owner's knowledge, neither the property nor any real property contiguous to the property nor any predecessors in title to the property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of University City, Missouri Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and the City of University City, Missouri. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the City Council, shall be final and, in all cases, shall be the determining factor, after consultation with the State of Missouri.



**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	NB20250324-02
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SUBJECT/TITLE:

Flood Buyout Policy for FEMA's Flood Mitigation Assistance (FMA) grant.

PREPARED BY:

John L. Wagner

DEPARTMENT / WARD

Planning and Development / Wards 2 and 3

AGENDA SECTION:

New Business - Res 2025-04

CAN ITEM BE RESCHEDULED?

yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:

None - the \$3,224,190 grant amount is 100% federally funded.

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

This is the Flood Buyout Policy for FEMA's Flood Mitigation Assistance (FMA) grant. This grant is 100% federally-funded. The focus of the grant includes the three eastern-most buildings of the Hafner Court Apartments.

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.

RELATED ITEMS / ATTACHMENTS:

Attached is the Draft Policy.

LIST CITY COUNCIL GOALS (S):

Encourage High-quality Growth, Improved Infrastructure, Community Quality of Life.

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

March 24, 2025

RESOLUTION NO. 2025 – 04

A RESOLUTION ADOPTING A VOLUNTARY FLOOD BUYOUT POLICY FOR THE ACQUISITION OF PROPERTY THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MITIGATION ASSISTANCE GRANT PROGRAM.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS FOLLOWS:

Section 1. The Federal Emergency Management Agency (FEMA) has approved Flood Mitigation Assistance Grant Program (FMA) funding administered by the State Emergency Management Agency (SEMA) for the acquisition and demolition of three flood-prone residential properties located at: 8011 Hafner Court, 8056 Hafner Court, and 1215 Westover Court. Specifically, \$3,224,190 was approved for this FMA-07-MO-2022 Flood Mitigation Assistance Grant Program (Project). The City has executed SEMA Flood Mitigation Assistance Grant Program Funding Approval and Grant Agreement forms, and the City has agreed to accept responsibility for adherence to all grant requirements.

Section 2. The City is required by SEMA to adopt a Voluntary Flood Buyout Policy for the Project. The City of University City Voluntary Flood Buyout Policy (Policy) is hereby adopted in substantially the form attached hereto as **Exhibit A**.

Section 3. Representatives of the City are hereby authorized to use the Policy in connection with the acquisition and demolition of the residential properties listed in Section 1.

Section 4. The City does hereby provide the necessary assurance that restrictive covenants shall be conveyed in the deed to any property the City acquires through the Flood Mitigation Assistance Grant Program, as follows: 1) the property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; 2) no new structure(s) will be built on the property, except as approved under Title 44 of the Code of Federal Regulations, Section 206.434(d) (44 CFR 206.434(d)); and, 3) after completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any federal entity or source, and no federal entity or source will provide such assistance.

Section 5. Only properties meeting the following requirements are eligible to participate in the Project: 1) the property must be listed in the original buyout application submitted to FEMA or later officially amended to the buyout by both SEMA and FEMA, and 2) the property must be a primary residential home. Vacation homes, clubhouses or businesses are not eligible for acquisition under this buyout program.

Section 6. As required by SEMA, any changes and additions to the Policy will be reviewed by an advisory committee consisting of representatives from SEMA and the City. In the event of disputes, differences of interpretation, or disagreements over the guidelines, the decision of the City, acting by and through the City Council, shall be final and in all cases shall be the determining factor, after consultation with SEMA.

Section 7. The Mayor, the City Manager and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the Project.

Section 8. This Resolution shall be in full force and effect from and after its passage by the City Council.

PASSED and ADOPTED this 24th day of March, 2025.

MAYOR

(Seal)

ATTEST:

CITY CLERK

City of University City Voluntary Buyout Policy: FMA

The City of University City Council hereby adopts the City of University City, Missouri Voluntary Flood Buyout Policy as follows:

Priorities of Buyout Program

1. Residential properties on the original application.
2. Residential properties added to the buyout will be given consideration based on:
 1. Frequency of inundation;
 2. Proximity to the creek; and
 3. Elevation

Priority 1: 8011 Hafner Court, Parcel ID: 17K-54-1194

Priority 2: 8056 Hafner Court Street, Parcel ID: 17K-54-1194

Priority 3: 1215 Westover Court Street, Parcel ID: 17K-54-1204

Open Space Assurance Statement

1. The City of University City, through adoption of this Policy does hereby provide the necessary assurance that all property acquired through the Flood Mitigation Assistance Grant Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in 44 CFR 206.434(e).

2. (e) *Property acquisitions and relocation requirements.* Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007, must be implemented in accordance with part 80 of this chapter:

(1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:

(A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(B) A rest room; or

(C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.

(iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.

(2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, pervious parking lots, and buffer zones.

(3) Any structures built on the property according to paragraph (d)(1) of this section, shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Eligibility Requirements

In general, to be eligible to participate in the City of University City flood buyout program, all conditions listed below must be met:

1. Property must be listed in the original buyout application submitted to the Federal Emergency Management Agency.
2. The property must be a **primary residential** home (no vacation homes, clubhouses or businesses).

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.
2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.
3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.
4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.
5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If clear title cannot be provided by the property owner, the property will be withdrawn from the project.
6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined in more detail on page 3. The cost for the appraisal will be paid for with grant funds.
7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the **Uniform Relocation Assistance Act (URA)**, unless CDBG funds are used as matching funds. In this instance, URA benefits must be approved by SEMA and FEMA. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.
8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.

9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.
10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures, windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.
11. Once a property has been acquired by the City, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any Program Income generated by the project will be documented.
12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.
13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.
14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.
15. The Date of Negotiations for the City of Universal City is the date the property owner accepted the offer to purchase the property.

Fair Market Value Determination

1. All offers to property owners will be based on the pre-flood or current (as determined by SEMA) fair market value established by a State of Missouri board certified, licensed appraiser minus any applicable Duplication of Benefits.
2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.
3. The City's grant administrator will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.
4. If the property owner has an appraisal that was completed within the last twelve (12) months prior to the flooding event date by a State of Missouri board certified, licensed

- appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.
5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of University City and owner appraisal to the Missouri State Emergency Management Agency (SEMA). The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.
 6. All property appraisals will be completed with the following special buyout provisions:
 - The pre-flood or current appraisal must clearly indicate the value of the entire buyout package **and**
 - 1) the value of the residential structure only
 - 2) the value of the underlying real property and outbuildings only
 - Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.
 - Property previously purchased by the City of University City as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.
 - Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.
 7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the pre-flood appraisal if not used for the intended purpose. Each property owner participating in a FEMA flood buyout must sign an affidavit disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1. The property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure.

This is because payment of full pre-flood fair market value (FMV) compensates the owner for the loss of value that has occurred.

2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them.

3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement.

When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

If a property owner carried a policy, through the **National Flood Insurance Program (NFIP)**, at the time of the event, a payment equal to the amount of premiums for structural coverage paid by the current property owner for up to five years prior to the event *may be* refunded to the policy holder as part of the Duplication of Benefits calculation. This amount is determined by SEMA as part of their research of the Duplication of Benefits calculation. It is also dependent upon the availability of grant funds.

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer are as follows:

General Buyout

Criteria:

1. Home and underlying real property are owned by the same owner
2. Property is occupied by the owner of the property (at time of event) or a tenant/renter*

A property and property owner meeting the criteria listed above will be acquired at the pre-flood fair or current market value established by a qualified appraisal less any applicable Duplication of Benefits.

Example: Pre-flood property appraised at \$40,000
Duplication of Benefits total \$5,000
Property owner will be offered \$35,000

*Tenant may qualify for a tenant relocation assistance grant minus any Duplication of Benefits; (see page 8)

Owner Relocation Payment

Criteria:

1. Home and underlying real property is owned by the same owner as a primary residence
2. Property is occupied by the owner of the property (i.e., owner-occupied)
3. Meet all requirements as outlined below per the *Hazard Mitigation Assistance Unified Guidance*

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate all the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

Post-Flood Owner Purchase

If for some reason, the property was acquired after the disaster event, the offer to the current property owner is (1) the documented purchase price plus any verifiable repairs or (2) the current fair market value, **whichever is less**.

Note, the property owner is responsible for providing documentation verifying the purchase price and verifiable repairs, i.e. receipts, etc.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of “relocation” payments may be available:

1. Replacement Housing Payment a.k.a. Owner Relocation (maximum \$31,000)
2. Renter Relocation Assistance payment (maximum \$7,200 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

1. Maximum owner relocation payment a buyout participant may receive is \$31,000.
2. Individuals and families entitled to a replacement housing payment are those that:
 1. Own and occupy the dwelling participating in the buyout program as a primary residence, and

2. Owned and occupied the dwelling participating during the incident period for the disaster, and
 3. Meets all other requirements as listed under the *Buyout Categories* section of this document.
- The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area.
 - The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling or by using comparable properties.
 - It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City's grant administrator.
 - Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
 - The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City's grant administrator will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.
 - The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

NOTE: All criteria listed above must be met and verified to be eligible for a replacement housing (owner relocation) payment.

Example:

Fair Market Value of Replacement Home	\$35,000
Fair Market Value of Flood-Damaged Home	\$21,000
Cost of new home:	\$35,000
Less: value of flood-damaged home:	<u>(\$21,000)</u>
Replacement Housing Payment:	\$14,000 CANNOT EXCEED \$31,000
Homeowner receives	\$21,000
Plus:	<u>\$14,000</u>
Total Buyout Offer:	<u>\$35,000*</u>

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.

2. The maximum renter relocation assistance grant may not exceed \$7,200 plus the cost to move personal property located inside the property based on a standard table of costs.
3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.
4. *A Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.
5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.
6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.
7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.
8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits (A, B, and C) which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the property.
2. There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on or about the property.
3. At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the property.
4. There has never been any solid waste disposal site or underground storage tank located in, on or about the property, nor has there been any release from any underground storage tank on real property contiguous to the property which has resulted in any hazardous substance coming in contact with the property.
5. The seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the property, or any violation of any Environmental laws; and

6. To the best of property owner's knowledge, neither the property nor any real property contiguous to the property nor any predecessors in title to the property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of University City, Missouri Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and the City of University City, Missouri. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the City Council, shall be final and, in all cases, shall be the determining factor, after consultation with the State of Missouri.