



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

**AGENDA**

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATIONS (Acknowledgement)**

1. Celebrating Charles Klotzer's 100<sup>th</sup> Birthday.

**E. APPROVAL OF MINUTES**

1. October 27, 2025 Draft Study Session Minutes (Residential Parking Permit and Public Safety Update)
2. October 27, 2025 Draft Regular Meeting Minutes

**F. APPOINTMENTS to BOARDS AND COMMISSIONS**

1. John Owens is nominated for re-appointment to the Board of Adjustments by Councilmember Dennis Fuller.

**G. SWEARING IN TO BOARDS AND COMMISSIONS**

1. Matt Hayden was sworn in to the Park Commission on October 31, 2025, in the city clerk's office.

**H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

***Request to Address the Council Forms are located on the ledge just inside the entrance of the Council Chambe. Please complete and place the form in the basket at the front of the room.***

The public may also submit a written comment ahead of the meeting. Comments must be received **no later than 12:00 p.m. on the day of the meeting**. Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to the City Council prior to the meeting. Comments will be made as 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 comment provided will not be recorded in the official record.

**I. COUNCIL COMMENTS**

**J. PUBLIC HEARINGS**

**K. CONSENT AGENDA (1 voice vote required)**

1. Ameren Easement (Kempland Bridge)
2. Construction Project (CDBG)
3. Emergency Centennial Commons Sidewalk Repair

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

1. City Manager Updates

**M. UNFINISHED BUSINESS (2<sup>nd</sup> and 3<sup>rd</sup> readings – roll call vote required)**

**N. NEW BUSINESS**

***Resolutions (voice vote required)***

1. Resolution 2025-13 – FY25 Budget - Amendment #4 and Appropriating said amounts.

***Bills (Introduction and 1<sup>st</sup> reading - no vote required)***

**O. COUNCIL REPORTS/BUSINESS**

1. Board 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](https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ)

**NOTE (6/20/25 Update):**

- Effective Monday, June 23<sup>rd</sup> –  
the EAST parking lot and entrance from Sgt. Mike King Dr. (wood ramp) will be **CLOSED**.
- Parking and handicap entrance to the building will resume on the WEST side parking lot (Trinity Ave.).
- **The only entrance for City Council meetings will be via the WEST side door (Trinity Ave.)**

Posted November 7, 2025.



**PROCLAMATION  
OF THE  
CITY OF UNIVERSITY CITY**

**WHEREAS;** longevity of life is a blessing for an individual and for a community which benefits from the knowledge, creativity, and experiences this individual brings to all; and

**WHEREAS;** Charles L. Klotzer, a longtime resident of University City, was born in Berlin, Germany, on November 1, 1925; and

**WHEREAS;** Charles' bar mitzvah was scheduled for November 12, 1938, but three nights before the ceremony his synagogue was destroyed during the Kristallnacht rampage of November 9-10; and

**WHEREAS;** Charles escaped with his family from Germany in 1939 and spent nine years in Shanghai, China, where he endured horrific living conditions; and

**WHEREAS;** Charles arrived with his family in 1947 in San Francisco, from where he chose to live in St. Louis because it was in the middle of the country; and

**WHEREAS;** Charles and his wife, Rose, had three children – Miriam, Daniel and Ruth; and

**WHEREAS;** Charles' journalism career began in 1948 as assistant editor of the Troy. Illinois Tribune, working for Paul Siman who would later become an Illinois senator; and

**WHEREAS;** Charles founded the Greater St. Louis Jewish Star and later was the editor of the St. Louis Jewish Light; and

**WHEREAS;** Charles and Rose began the monthly magazine FOCUS/Midwest in 1962 to deal with social, political and racial issues of the 1960s; and in 1970 they founded the St. Louis Journalism Review with help from area journalists, academics and social activists, and in 1970 they merged the two publications; and

**WHEREAS;** The publication, renamed the Gateway Journalism Review, has won national reporting awards in each of the past five years covering subjects like racism, politics, courts and police accountability; and

**WHEREAS;** Charles will be honored on his 100<sup>th</sup> birthday, Sunday, November 2, 2025, for his excellence in his journalism career and having become, in effect, the conscience of journalism in St. Louis. The event will take place at the Gateway Journalism Review's First Amendment Celebration, featuring former Washington Post editor Marty Baron as the guest speaker.

**NOW, THEREFORE,** The City Council of University City in the State of Missouri extends to Charles L. Klotzer, our sincere congratulations and best wishes for a very happy birthday.

**WHEREOF,** The City Council of University City in the State of Missouri have hereunto set our hands and caused the Seal of the City of University City to be affixed this 10<sup>th</sup> day of February in the year Two Thousand and Twenty-five.

SEAL

*John S. Tieman*

\_\_\_\_\_  
Councilmember John S. Tieman

*Lisa M. Brenner*

\_\_\_\_\_  
Councilmember Lisa M. Brenner

*Dennis Fuller*

\_\_\_\_\_  
Councilmember Dennis Fuller

*Stacy Clay*

\_\_\_\_\_  
Councilmember Stacy Clay

*Steven McMahon*

\_\_\_\_\_  
Councilmember Steve McMahon

*Bwayne Smotherson*

\_\_\_\_\_  
Councilmember Bwayne Smotherson

*Terry Crow*

\_\_\_\_\_  
Mayor Terry Crow

ATTEST

*LaRette Reese*

\_\_\_\_\_  
City Clerk, LaRette Reese



**STUDY SESSION**  
**Residential Parking Permit “Forsyth”**  
**Public Safety 2025 Update**  
CITY HALL, Fifth Floor  
6801 Delmar Blvd., University City, Missouri 63130  
**Monday, October 27, 2025**  
**5:30 p.m.**

**AGENDA**

**1. MEETING CALLED TO ORDER**

At the Study Session of the City Council of University City held on Monday, October 27, 2025, in the absence of Mayor Terry Crow, Mayor Pro Tem Smotherson called the meeting to order at 5:30 p.m.

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

Councilmember Stacy Clay  
Councilmember John Tieman  
Councilmember Steven McMahon; (excused)  
Councilmember Lisa Brenner  
Councilmember Dennis Fuller

Also in attendance were City Manager Gregory Rose; City Attorney John F. Mulligan, Jr., and Police Chief Larry Hampton.

**2. CHANGES TO REGULAR AGENDA**

None

**3. RESIDENTIAL PARKING PERMIT “FORSYTH”**

Mr. Rose stated this is a discussion regarding a petition that was received in excess of two years ago, for Residential Parking Permits on the south side of Forsyth. Mr. Mulligan has been asked to start this discussion by providing a background to help Council gain a better understanding of the process.

Mr. Mulligan stated this issue goes back to at least October of 2021, when Ms. Chana Novack, the Director of Friends of Chabad on Campus, approached the Traffic Commission to request that her employees be included in the Residential Parking system. Friends of Chabad is located at 7018 Forsyth, and her specific request was to allow employees to park in the 7000 block of Forsyth and change the parking restrictions to allow for open parking on Fridays after 5 p.m. The Commission advised Ms. Novack that she would have to pursue the petition process outlined in Section 355.030 of the Municipal Code's Residential Parking Permit Plan. Ms. Novack followed that advice and came back to the Traffic Commission on April 13, 2022, seeking approval to begin the process, which now included the 7000 and 7100 blocks of Forsyth Avenue. The Commission approved her request and allowed Ms. Novack to initiate the next step of obtaining the requisite number of signatures for the petition. The Code requires that signatures be obtained from at least 75% of the parcel owners adjacent to the blocks in question. After securing these signatures, Ms. Novack returned to the Traffic Commission on December 13, 2022. The Commission conducted numerous discussions during several meetings and on March 8th of 2023, approved the petition and recommended that Council adopt an Ordinance adding the 7000 and 7100 blocks of Forsyth into the Residential Parking Program, and that it be limited to residents only, between the hours of 9 a.m. to 5 p.m., Monday through Friday.

On May 8th of 2023, the Council introduced Bill Number 9514 to adopt the Commission's recommendation. Thereafter, Council unanimously passed a motion to send the issue back to the Traffic Commission *"to discuss the deficiencies in the system and any revisions that could be made to*

*implement more controls that limit or differentiate between the various parking cells".* At the conclusion of a three-month pilot program, the Commission voted in March of 2025 to recommend that the Residential Parking Permit Ordinance be adopted, *"taking into consideration the challenges of multi-family use"*. There were no specific recommendations regarding multi-family use, but as Council may be aware, the 7000 and 7100 blocks on the south side of Forsyth are all multi-family. However, two issues that were discussed by the Commission during the various meetings leading up to their March recommendation were whether this would be feasible given the multi-family nature of the neighborhood and whether there would be enough spaces on the street to accommodate the potential users.

Mr. Mulligan stated that the Ordinance allows a resident to obtain permits for each registered vehicle, as well as two visitor passes. So, the challenge is that potentially, you could be talking about a lot of passes for a limited amount of street parking. In spite of the fact that the Commission made no specific recommendations on this issue, it continued to conduct numerous internal discussions and reaffirmed its previous recommendation on September 9, 2025.

Mr. Rose thanked Mr. Mulligan and stated that he would like to talk about the next steps in this process.

Staff believes that the best solution to this lack of parking issue is to create more parking. However, there does not seem to be a viable path forward to achieving additional parking. With that in mind, he thinks the best option is to make an attempt to improve the current parking situation in this area. In order to do that, staff will implement one or perhaps two studies to determine if these proposed changes will actually improve parking. The study will consist of;

- A 90-day period
- Parking on the south side of Forsyth in the 7000 and 7100 blocks on a restricted permit basis
- Each resident will be issued a temporary permit to be utilized on a first-come, first-served basis
- Visitor parking will be severely restricted
- Additional patrols will be assigned during the study period to ensure compliance

Temporary Residential passes are expected to total approximately 300 residents, for about 37 on-street parking spaces. However, the vast majority of dwellings in this area have off-street parking, so residents will be encouraged to use that parking.

Mr. Rose stated that while staff will present the results of this study during a Study Session, the purpose of tonight's presentation is to provide Council with an opportunity to address any questions they might have regarding this approach.

Councilmember Brenner stated the Ordinance itself says if they get a residential permit, there's no guarantee there's a parking space for them. So, that is covered. Perhaps, we need to tweak the Ordinance by changing the wording under (H). One thought is have whoever owns the property gets the 2 visitors passes. For single family residents that would be a big change. But for the apartments, the owner would have possession, and they could determine who they want to deal with giving them out. She stated that there have also been some concerns about these passes being copied and sold, which could easily be fixed by putting a U City hologram sticker on them.

Councilmember Fuller posed the following questions to Mr. Mulligan:

**Q. Are there two residential permit programs now; one on the north side and one on the south side?**

**A. No residential parking restrictions exist on the south side. But on the north side, single-family residential parking is permitted in the 7000 through 7200 blocks of Forsyth.**

**Q. So, the Residential Parking Permit Program on the north side has been in existence since roughly 2023?**

**A. That is correct.**

Councilmember Smotherson posed the following questions to Mr. Rose:

**Q. Is parking going to be restricted from 9 a.m. to 5 p.m. during the 90-day study period?**

**A.** *Permitted parking will be allowed throughout the entire day.*

**Q. Does that resolve the issue for Ms. Novack and her employees? Will they be issued permits?**

**A.** *I don't recall if her petition actually requested that they be given permits.*

**A. (Mr. Mulligan):** *The initial request in October of 2021 was to participate in the program so that her employees and visitors of Chabad could park there. When she appeared in April, she made it clear that at the time she had four employees that she was seeking a pass for. That raised the question of whether an employee should be considered a resident within the meaning of the Ordinance, which only allows residents to obtain a pass? Based on that language, the position of the Police Department has been not to issue parking passes to employees. However, if the Council wants to allow the employees of an institution within a residential parking permit area to obtain passes, then he would recommend amending the Ordinance to state that. But as it stands, his understanding is that during this pilot program, employers will not be given passes for their employees.*

**A. (Mr. Rose):** *That is correct. Staff needs to take an incremental approach to better understand what's going on. That's why two studies might be needed. The belief is that currently there is a deficit in parking, even with the off-street parking, and these studies will either confirm that belief or refute it.*

Councilmember Smotherson stated the real problem is that they are trying to stop Wash U employees and students from parking on that section of Forsyth. So, he hopes that we can continue to have restricted parking from 9 a.m. to 5 p.m. with passes only being provided to residents, because that's the critical time of day when these infractions occur. He also agreed that no visitor passes should be issued since typically, those visitations occur after 5 p.m. and on weekends.

To recap, Mr. Rose stated that during the test period, Residential Parking Permits will be required from 9 a.m. to 5 p.m., Monday through Friday, and the City will not issue any visitor passes. Hopefully, that will address the concerns about passes being duplicated.

#### **4. PUBLIC SAFETY 2025 UPDATE**

Mr. Rose stated that this update will be presented by Chief Hampton.

Chief Hampton stated that his presentation encompasses January through October of 2025.

##### **Overcoming Trends - Innovative Strategies for UCPD:**

Every public safety agency in the state is fighting to recruit quality personnel.

St. Louis City PD is down approximately 300 officers, and St. Louis County PD, which is reducing its budget for the upcoming year, is down at least 150 officers.

- Ground-level recruiting
  - Recruitment of focus group members' grandchild straight out of Southeast Missouri State University
  - Hiring event at Centennial Commons
    - ✓ Written exam
    - ✓ Physical exam
    - ✓ Interview
- Sowing the Seed - Investing
  - UCPD is one of the largest departments investing in the recruitment of personnel throughout multiple public safety academies; four candidates at Eastern Missouri, 2 candidates at Jefferson Community College, 3 candidates at Lincoln University, and 3 candidates at St. Louis County
- Maintaining a Professional Organization - Culture
- Providing Consistency for our Community

- Developing Quality UCPD Employees with Best Practices
  - UCPD does not lose a lot of its personnel to other police departments; they are recruited by federal organizations; Probation & Parole, Postal Inspectors, DEA, ATF, and the Secret Service
- Making Gen Y & Gen Z Employees know their “WHY”

### **Understanding the Problems**

- Make genuine attempts to connect with our stakeholders, residents, and our neighbors.... We recruit everywhere!
  - UCPD sponsors community events
  - Officers participate in their community's events
- Resignations and retirements [rose sharply](#) after 2020, when nationwide protests ensued from the tragic George Floyd events in Minneapolis.
  - You can retire from UCPD and receive a maximum pension with thirty years of service, so when officers leave with 27, 28, or 29 years of service, it's because they need to get out for personal reasons.
- Additionally, some officers are [leaving](#) big-city departments for smaller, less active agencies.
  - UCPD is a working department that encompasses every aspect of law enforcement
  - Some experts say, police agencies are competing in a tight labor market because shift jobs may be less appealing than positions with regular hours, higher pay, or remote work options.

### **UCPD on the Move**

UCPD takes a lot of aerial drone footage that has been highlighted in some of the slides.

- The flood
- Body camera footage
- Coffee with the cops
- Active Intruder Training; conducted yearly
  - U City employees
  - UCPD officers & employees
- Active Intruder Practicum forthcoming
  - UCPD officers & employees
  - U City facility staff
  - Public school
  - Old Torah Prep
  - Coordination with other local agencies for large-scale exercises
    - ✓ See something, Say something
    - ✓ Run, Hide, Fight
    - ✓ Situational awareness
    - ✓ Floor sweeps

### **Recruitment & Retention**

#### **Modernize Recruitment:**

Implement strategic, data-driven recruitment to attract a diverse and qualified talent pool, including strong partnerships with educational institutions and community groups.

- Recruitment recommendations
- Daily review of applications
- Digital resources; Ucitymo.org, Applicant Pro

#### **Enhance Compensation & Benefits:**

Increase salaries, offer retention bonuses, and provide better health and retirement benefits to make law enforcement a more attractive and sustainable career.



### Invest in Officer Wellness:

Develop programs that support the physical and mental health of officers, which can improve job satisfaction and reduce turnover.

- The Faith in Blue Campaign was conducted with 30 organizations

### Foster Professional Growth:

Provide structured opportunities for career advancement and specialized training.

### Utilize Civilian Staff:

Shift administrative, dispatch, and other non-policing duties to civilian staff to free up sworn officers for core law enforcement functions.

### Leverage Technology:

Implement predictive policing tools, automated reporting systems, etc.

### Reallocate Resources:

Deploy officers to areas and roles where they are most needed, ensuring effective resource allocation to meet community demands.

### Incorporate Volunteers & Reserves:

Integrate community volunteer programs and engagement efforts.

- Three chaplains
- Retired Captain Carol Jackson
- Internships
- Four from the Citizens' Police Academy

### UCPD Staff

- 74 police officers - (*allocations for 79 officers*)
- 10 full-time dispatchers - (*allocations for 12 dispatchers*)
- 5 part-time dispatchers
- Several officers started as dispatchers
- 2 full-time code comp officers
- 1 part-time parking controller
- 1 full-time parking controller
  - ✓ Police trainees and a retired sergeant used to supplement the controllers
- 7 administrative clerks

## UCPD Crime Stats

Incident Type	2016	2017	Change	2017	2018	Change	2018	2019	Change	2019	2020	Change	2020	2021	Change	2021	2022	Change	2022	2023	Change	2023	2024	Change
Homicide	3	3	0%	3	1	-66.67%	1	2	100%	2	6	200%	6	5	-16.67%	5	2	-60%	2	2	0	2	1	-50%
Rape	9	3	-66.67%	3	6	100%	6	2	-66.67%	2	4	100%	4	6	50%	6	7	16.67%	7	3	-57.14%	3	6	100%
Robbery	77	60	-22.08%	60	36	-40.00%	36	27	-25.00%	27	40	48.14%	40	19	-52.50%	19	19	0	19	18	-5.26%	18	14	-22.22%
Aggravated Assault	99	89	-10.10%	89	48	-46.07%	48	55	14.58%	55	60	9.09%	60	30	-50%	30	58	93.33%	58	49	-15.51%	49	72	46.94%
Burglary	230	225	-2.17%	225	128	-43.11%	128	109	-14.84%	109	86	-21.10%	86	60	-30.23%	60	48	-20%	48	42	-12.50%	42	30	-28.57%
Larceny	1044	879	-15.80%	879	901	2.50%	901	880	-2.33%	808	615	-23.88%	615	488	-20.65%	488	510	4.50%	510	561	9.80%	561	465	-17.11%
Motor Vehicle Theft	137	111	-18.98%	111	106	-4.50%	106	140	32.08%	140	130	-7.14%	130	122	-6.15%	122	212	73.77%	212	208	-1.88%	208	80	-61.53%
Arson	6	9	50%	9	6	-33.33%	6	5	-16.67%	5	9	80%	9	3	-66.66%	3	5	66.66%	5	3	-40%	3	2	-33.33%
Total	1605	1379	-14.08%	1379	1232	-10.66%	1232	1220	-0.97%	1220	950	-22.13%	950	733	-22.84%	733	861	17.46%	861	886	2.90%	886	670	-24.37%

- Major Crimes tracked include Homicides, Rapes, Robberies, Assaults, Burglaries, Larcenies, Auto Thefts, & Arsons
- **From 2016 to 2024, there was a -58.28% decrease in crime**
- Additional reductions in crime are anticipated for 2025
- During COVID, there was a tremendous rise in Assaults and Domestic Disturbances
- UCPD anticipates a rise in crimes associated with new retail developments
- Regional Trends are often addressed collaboratively (SLAPCA, MRT, RCC, etc.)
  - Chief Hampton is on the board of several municipal police agencies
  - Chief Hampton is an executive board member for the St. Louis area's Police Chiefs' Association
- Maintaining effective policies, training, procedures, oversight, and essential skill sets to deal with everything from crisis control to minor infractions has assisted UCPD personnel in being successful
- UCPD is currently going through its reaccreditation process

### **Take-A Ways**

- Consistent public safety strategies done right help define community values
- Community Engagement at every level sets the tone for collaboration
  - UCPD liaisons are assigned to several of the City's boards & commissions
- Be Right – Do Right – Look Right
  - Quality employees are the target
  - Quality over Quantity

Mayor Pro Tem Smotherson thanked Chief Hampton for his presentation.

Councilmember Clay stated that in his roughly eight years on Council, he has received nothing but favorable comments about the UCPD, and believes the City is fortunate to have a police force that has not suffered some of the challenges that other departments have.

He then posed the following questions to Chief Hampton:

**Q. Is it a fair assessment to say that from a public safety perspective, the UCPD has developed a robust relationship with Wash U?**

**A.** *Yes. Recently, I was on a thread with several employees of Wash U, strategizing about the potential for protests at the University. So yes, it would be a fair assessment to say that we have an active relationship.*

**Q. What do you see as challenges or improvements that could make the relationship with Wash U even better?**

**A.** *Collaboration between the two entities has definitely increased, and today, approximately 20% of Wash U's Police Department consists of retired UCPD police officers.*

**Q. From a community development perspective, where does the administration's code compliance stop and the UCPD's code compliance begin?**

**A.** *(Mr. Rose): The demarcation for code compliance and code enforcement, which he is hopeful will merge again, is designed like this: code compliance, which operates under the UCPD, focuses on environmental issues, like weeds, grass, or anything outside of the home. Code enforcement, which operates under Planning & Zoning, focuses on anything that is in the home or considered attached to the home.*

**Q. So, is it fair to say outside is enforcement and inside is compliance?**

**A.** *(Mr. Rose): That's correct.*

**A.** *(Chief Hampton): I agree.*

**Q. I know that this has been more of a general update, but under your tenure, Council has been asked to invest more in technology. So, between you and the City Manager, I would love to get a better understanding of how this technology; i.e., shot spotters, drones, etc., is supporting your law enforcement practices so that I can articulate that to our constituents?**

**A. (Mr. Rose):** Before the Chief responds to that question, one thing that's important to recognize is the UCPD's focus on excellence. I'm often asked whether we could fill all of the officer positions that are vacant, and I always respond that we certainly could, but it's a whole lot harder when you're trying to fill them with quality individuals. So, what Chief Hampton and I have talked about for eight years is the refusal to lower our standards, and the progress that you're seeing in our Police Department is a direct result of his leadership and the class of individuals that report to him.

**A. (Chief Hampton):** Technology is costly, but I hold my vendors to the same standards I expect from my department. Let's take the shot spotter, for example. To ensure that the equipment was working properly and servicing our needs, we were able to successfully negotiate an extra year of free service until the end of 2026. Robots are another technology that I plan to introduce in the near future to help service our commercial and business districts.

**A. (Mr. Rose):** While our focus will always be on ensuring that we continue to hire and promote quality individuals, we also understand there is a limited pool that everyone is trying to pick from. That's why there is a need for the City to start focusing more on how to use technology to support the officers that it has.

Councilmember Fuller complimented the UCPD for developing an impressive educational program. He stated that he participated in the first Citizens' Police Academy class after COVID and would encourage everyone to do so. It was a great eye-opener.

Mayor Pro Tem Smotherson shared his appreciation for the Chief and the efforts for the south side neighbors. How are we collaborating with our north side neighbors i.e., Wellston, Pagedale, Overland, and Olivette? What is our relationship in this regard? Chief Hampton stated that those neighbors all participate in the regional associations i.e. SLACMA, MRT etc., they all collaborate on a regular basis.

## **5. ADJOURNMENT**

Mayor Pro Tem Smotherson thanked Chief Hampton for a great presentation and adjourned the Study Session at 6:23 p.m.

Kena Dean,  
Acting City Clerk

**MEETING OF THE CITY COUNCIL**  
CITY OF UNIVERSITY CITY  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
**Monday, October 27, 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, October 27, 2025, in the absence of Mayor Terry Crow, Mayor Pro Tem Bwayne Smotherson called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

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

Councilmember Stacy Clay  
Councilmember John Tieman  
Councilmember Steven McMahon; (excused)  
Councilmember Lisa Brenner  
Councilmember Dennis Fuller

Also in attendance were City Manager Gregory Rose and City Attorney John Mulligan, Jr.

**C. APPROVAL OF AGENDA**

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

**D. PROCLAMATIONS (Acknowledgement)**

None

**E. APPROVAL OF MINUTES**

1. October 13, 2025, Draft Study Session Minutes (Rain Monitoring Systems) were moved by Councilmember Brenner, it was seconded by Councilmember Fuller, and the motion carried unanimously.
2. October 13, 2025, Draft Regular Meeting Minutes were moved by Councilmember Fuller, it was seconded by Councilmember Brenner, and the motion carried unanimously.

**F. APPOINTMENTS TO BOARDS AND COMMISSIONS**

1. John Owens was nominated for reappointment to the Board of Adjustments by Councilmember Bwayne Smotherson, it was seconded by Councilmember Tieman, and the motion carried unanimously.

**G. SWEARING IN TO BOARDS AND COMMISSIONS**

None

**H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

***Request to Address the Council Forms are located on the ledge just inside the entrance.  
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### **Citizen Comments**

#### **James Jordan, 6809 Vernon Avenue, U City, MO**

Mr. Jordan stated that he and his wife have lived on Vernon for 55 years, and ironically, he supported the owner of the building at 6800 Olive when he petitioned to have it built. However, today, there is only one tenant in this building, and they have become a nuisance to the residents who live on Vernon. They play loud music at all times of the day and night, have allowed gangs and the homeless to congregate behind the building, and they have torn down the fence adjacent to our backyard and started using the bathroom in their yard. Mr. Jordan stated that his neighbor has asked the owner to address these problems on numerous occasions, but nothing has been done. So, he's here asking City Council to notify the owner about the problems their tenant is creating for the residents on Vernon and to replace the fence that has been torn down.

Mr. Rose stated that he would notify Chief Hampton and ask him to investigate and determine what is going on.

#### **Liam Brick, 1079 Wilson Avenue, U City, MO**

Mr. Brick stated that he and his wife are excited about the progress being made in the Buyout Program. On October 17th, they received an update from Becky Ahlvin, which included an anticipated timeline. RFQs for title and appraisal services have been posted and are scheduled to close on October 31, 2025. Although they understand that the proposed timeline is not guaranteed, this information was exciting because, for the first time in three years, they have an idea of when they will be able to move on from the ongoing traumas they have experienced since the flood of July 2022. Ironically, they were planning to take a short trip out of town on the same day they received Ms. Ahlvin's communication, which they had to postpone because the anticipated rainfall totals were close to the rainfall total that caused their home to flood, again, in November of 2024. So, while they are grateful for all of the work that the City and Becky are doing, the threat of rain; which others pay little attention to, continues to add a layer of stress to any plans they attempt to make.

Mr. Brick stated they are reliant on the City Council and others to move this process along, and sincerely hope that the vendors for the title and appraisal services can be voted on and approved at the November 10, 2025, Council meeting. He stated that they look forward to receiving more information about this process and hope that Council will continue to keep the buyout in their conversations throughout the upcoming holiday season. Thank you.

### **I. COUNCIL COMMENTS**

None

### **J. PUBLIC HEARINGS**

None

### **K. CONSENT AGENDA - (1 voice vote required)**

1. Emerald Ash Borer Tree Removal and Replacement
2. Microsoft Office Renewal

Councilmember Tieman moved to approve Items 1 and 2 of the Consent Agenda, it was seconded by Councilmember Fuller.

Councilmember Clay stated that while the winning bid was \$70,000, he noticed that some of the other bids were for \$90,000, \$150,000, and \$188,000. So, he was curious to know why there was such a wild disparity between these bids? Mr. Rose stated that he did not have an answer for why there was such a large disparity because this bid is conducted on an annual basis. So, all of the bidders had an opportunity to review the previous bids to assist them with submitting their proposals.

Voice vote on Councilmember Tieman's motion carried unanimously.

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

**1. City Manager Updates**

**Buyout Program**

Mr. Rose stated that he would like to recognize Becky for her efforts and believes that her intent is to provide monthly reports to all of the residents involved in this program.

**Ruth Golf Course**

Those interested in tracking progress with the Ruth Golf Course Driving Range can find monthly updates at the clubhouse and in the Community Report.

**M. UNFINISHED BUSINESS - (Roll call vote required for 2<sup>nd</sup> and 3<sup>rd</sup> readings)**

- 1. BILL 9576 - AN ORDINANCE AUTHORIZING THE CITY OF UNIVERSITY CITY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (PARKVIEW PLACE PROJECT), SERIES 2025, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND IMPROVING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH. Bill Number 9576 was read for the second and third time.**

Councilmember Tieman moved to approve, it was seconded by Councilmember Clay.

Councilmember Brenner asked how the current residents would be impacted by this project, and if their rent would remain the same?

Mr. Rose stated that representatives from Parkview are here, and he would ask them to come to the podium.

Rick Siebert (phonetic) stated that no one will be displaced. There are 45 vacant units that residents will be relocated to while their unit is being renovated. There will also be no increase in their rent.

Roll Call Vote Was:

**Ayes:** Councilmember Brenner, Councilmember Fuller, Councilmember Tieman, Councilmember Clay, and Mayor Pro Tem Smotherson.

**Nays:** None.

**N. NEW BUSINESS**

***Resolutions - (Voice vote required)***

None

***Bills - (No vote required for introduction and 1<sup>st</sup> reading)***

None

**O. COUNCIL REPORTS/BUSINESS**

1. Board 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

DRAFT

**Q. COUNCIL COMMENTS**

None

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

**R. ADJOURNMENT**

Mayor Pro Tem Smotherson thanked everyone for their participation and adjourned the meeting at 6:49 p.m.

Kena Dean,  
Acting City Clerk

DRAFT



**LaRette Reese**

---

**From:** Hannah Briick <hannah.bisch@gmail.com>  
**Sent:** Monday, October 27, 2025 11:10 AM  
**To:** Council Comments Shared; Liam Briick  
**Subject:** Oct 27 Council Comment

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi LaRette,

Please see below for our comment for tonight's meeting!

Thanks,  
Hannah

Dear Mr. Mayor and Members of the City Council,

My name is Hannah Briick and my husband Liam Briick and I both reside at 1079 Wilson Ave.

We are excited about the progress in the buyout program in the last several weeks. On October 17, Becky Ahlvin, Economic Development Manager & Interim Planning & Zoning Director, shared an email update with the affected homeowners which included a promising and exciting amount of information. This update included an anticipated timeline which has been a great deal of help in planning our short-term and long-term future. For the first time in 3 years, we have an idea of when we will be able to move on from the ongoing trauma we have experienced since the flood in July 2022.

The same day we received Becky's email, we were preparing for a short trip out of town for a family matter. We reviewed the weekend's forecasted rain and faced a decision we have faced countless times in the past three and a half years when planning for a trip. Ultimately, we decided that the anticipated rainfall totals were too close to the rainfall total which flooded us in November 2024, and we decided to postpone our trip just hours before we were scheduled to leave. As you can imagine, there is a layer of stress added in any plans we make (and cancel) since the safety of our home and personal belongings there is so often threatened by rain to which many others in our community pay little attention.

Becky's update offers so much promise that one day soon we will not have so much stress when planning a simple weekend out of town. However, we understand completely that the timeline is not guaranteed, and we are reliant on the City Council and many others to move the process along.

Specifically, we understand that the RFQ's for Title and Appraisal Services are currently posted and will close on October 31, 2025. Reviewing and approving the vendors for these services is the first step of the process outlined in the timeline, and we sincerely hope that there are not any undue delays. Our hope and request is that the vendors for Title and Appraisal Services can be voted on and approved at the November 10, 2025 City Council meeting, if not before as suggested by the Mayor in previous City Council meeting conversations about the buyout.

We are grateful to Becky for her thorough updates and look forward to information offered publicly at City Council Meetings as well as privately to homeowners between meetings. We know that the winter season brings holidays, time out of office, and many other requirements of your time. Please keep the buyout in your conversations so that we can move forward with a new home and the future that will bring for us.

Warmly,  
Hannah & Liam Briick

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



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CA20251011-01</b>
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**SUBJECT/TITLE:**

Easement Grant to Ameren for the Kempland Place Bridge Project-8471 Kempland Place

**PREPARED BY:**

Mirela Celaj, Public Works Director

**DEPARTMENT / WARD**

Public Works

**AGENDA SECTION:**

Consent

**CAN ITEM BE RESCHEDULED?**

**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**

City Manager recommends approval of this easement to support timely project progress.

**FISCAL IMPACT:**

**AMOUNT:**

**ACCOUNT No.:**

**FROM FUND:**

**TO FUND:**

**EXPLANATION:**

Ameren has requested that the City grant a utility easement on City-owned property at 8471 Kempland Place to allow completion of necessary utility relocation work for the Kempland Place Bridge Project.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**

See attached Staff Report

**CIP No.**

**RELATED ITEMS / ATTACHMENTS:**

Staff Report  
Right-of-Way Easement Deed-Ameren  
ROW Sheet showing Easement Area

**LIST CITY COUNCIL GOALS (S):**

Improved Infrastructure

**RESPECTFULLY SUBMITTED:**

City Manager, Gegory Rose

**MEETING DATE:**

November 10, 2025

## **AGENDA ITEM – STAFF REPORT**

**MEETING DATE:** November 10, 2025

**DEPARTMENT:** Public Works

**AGENDA SECTION:** Consent

**AGENDA ITEM TITLE:** Easement Grant to Ameren for the Kempland Place Bridge  
Project-8471 Kempland Place

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### **ADDITIONAL BACKGROUND INFORMATION:**

As part of the Kempland Place Bridge Project, the right-of-way (ROW) acquisition process includes securing necessary utility easements. Ameren has requested that the City grant an easement on City-owned property located at 8471 Kempland Place to accommodate the relocation of its utility facilities associated with the project.

The easement area consists of a twenty-five (25) foot wide strip of land, totaling approximately 1,249 square feet, as shown on the attached Right-of-Way Sheet. The property at 8471 Kempland Place is owned by the City of University City.

The relocation of AT&T and Charter facilities is dependent on the completion of Ameren's work within the easement area, as their existing overhead lines conflict with the proposed bridge improvements. This dependency may extend the overall utility coordination timeline; however, City staff are working closely with all utility providers to mitigate potential delays and maintain the project schedule.

The Public Works Department has reviewed the proposed easement areas and determined that they are not needed for other municipal uses. The City Manager recommends granting the requested easement to Ameren to facilitate timely completion of the utility relocations and overall project progress.

---

**REMS INFORMATION**

Agreement ID: UEC-202509-60414

Project ID: 79538

**EASEMENT**

(Electric)

8471 Kempland Pl.  
University City, MO 63132  
Berkeley District  
Locator No. 16K140716

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that **The City of University City, whose mailing address is: 6801 Delmar Blvd., University City, MO 63130**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI, a Missouri corporation, whose mailing addresses is: 1901 Chouteau Ave, Saint Louis, MO 63103**, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Saint Louis County, State of Missouri, to-wit:

A strip of land twenty-five (25) foot wide, extending upon, over, across, and under the following described tract of land:

Lot 17 in Block 12 of Dartsdale, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 21 Page 1 of the St. Louis County Record.

Together with all improvements thereon known and numbered 8471 Kempland Place.

The strip of land where the Grantee's facilities will be located (hereinafter the "Easement Area") shall be twenty-five (25) foot wide. The center line of which shall be the center line of Grantee's facilities, as actually installed. Said Easement Area shall be generally and as nearly practicable, as shown hachured on the drawing marked Exhibit "A" hereto attached and made a part hereof.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights if may have pursuant to Missouri law.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

**The City of University City**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALL PURPOSE NOTARY ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF ST. LOUIS } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

\_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input checked="" type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	Authorized Signer
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

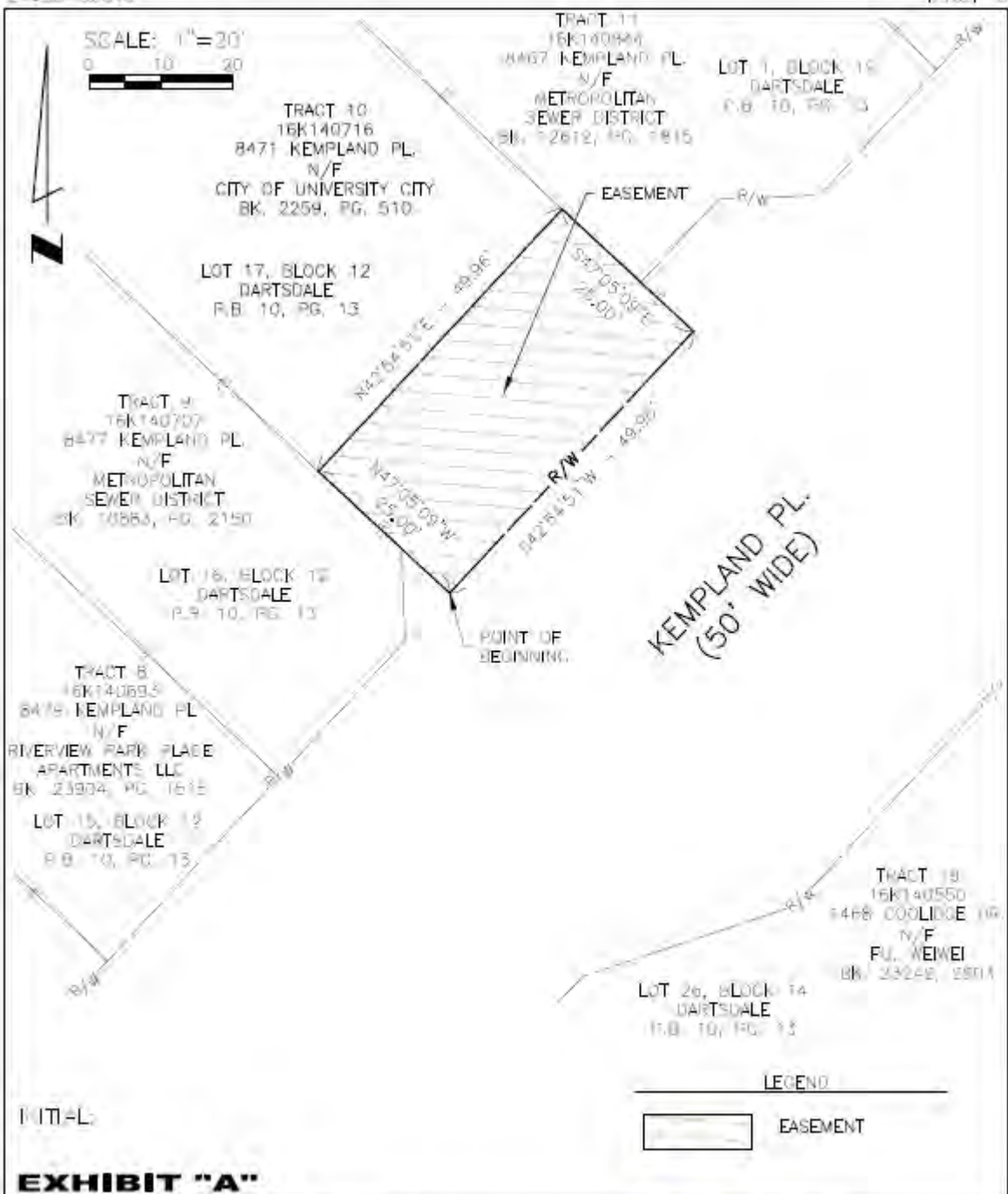
Affix Notary Stamp Below

Prepared By: Charles B King  
Real Estate Representative

Return To: Ameren Missouri  
Charles B King  
1901 Chouteau Avenue, MC700  
St. Louis MO 63103

**EXHIBIT A**  
("Easement Area")

KEMPLAND PLACE BRIDGE  
240SD-00046



INITIAL

**EXHIBIT "A"**

EASEMENT PLAT  
A TRACT OF LAND BEING PART OF  
U.S. SURVEY 2914,  
TOWNSHIP 46 NORTH, RANGE 6 EAST  
DEED BOOK 2259, PAGE 510  
UNIVERSITY CITY, MISSOURI



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Fenton, MO 63425

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314-641-4105 (fax)  
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## CITY OF UNIVERSITY CITY COUNCIL MEETING

## AGENDA ITEM



NUMBER:

For City Clerk Use

CA20251011-02

## SUBJECT/TITLE:

CDBG 2024-Etzel Street Improvements- Recommendation of Contract Award

## REQUESTED BY:

Mirela Celaj, Director of Public Works

## DEPARTMENT / WARD

Public Works/Ward 3

## AGENDA SECTION:

Consent

## CAN ITEM BE RESCHEDULED?

No

## CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

The City Manager recommends awarding the contract of the CDBG 2024, Etzel Street Improvements project to E. Meier Contracting, the lowest responsible bidder, in the amount of \$133,566.26. This amount is below both the engineer's estimate and CDBG funding for this project.

## FISCAL IMPACT:

The total project cost of \$133,566.26 will be fully funded through the Community Development Block Grant (CDBG) allocation. No additional City funds are required. The project cost is within the approved budget and below the engineer's estimate, ensuring efficient use of grant resources.

## AMOUNT:

\$133,566.26

## ACCOUNT No.:

## FROM FUND:

## TO FUND:

## EXPLANATION:

The Scope of Work for CDBG 2024 Etzel Street Improvements includes milling of existing pavement, necessary pavement repairs, and the placement of an asphalt leveling course followed by a final asphalt overlay and installation of pavement markings. These improvements will be performed along Etzel Avenue extending from Pennsylvania Avenue to Ferguson Avenue.

## STAFF COMMENTS AND BACKGROUND INFORMATION:

Bids for the CDBG 2024 Etzel Street Improvements Project were publicly opened on October 24, 2025, in accordance with procurement procedures. A total of three bids were received. After careful review, staff recommends awarding the contract to E. Meier Contracting, a reputable contractor and the lowest responsible bidder. The bid amount of \$133,566.26 is within budget, falling below both the engineer's estimate and available CDBG funding.

## CIP No.

## RELATED ITEMS / ATTACHMENTS:

Memo to City Manager.  
Bid tabulation.  
E. Meier Contracting.-Contract.

## LIST CITY COUNCIL GOALS (S):

Improved Infrastructure  
Public Safety

## RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

## MEETING DATE:

11/10/2025



## MEMORANDUM

TO: Gregory Rose, City Manager

FROM: Mirela Celaj, Director of Public Works

DATE: November 5, 2025

SUBJECT: CDBG 2024 Street Improvements- Recommendation of Contract Award

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On October 24, 2025, in accordance with applicable procurement procedures, bids for the CDBG 2024 Street Improvements Project were publicly opened. A total of three bids were received.

After a thorough evaluation, staff recommends awarding the construction contract to E. Meier Contracting, a reputable firm and the lowest responsible bidder. The submitted bid amount of \$133,566.26 is within the project budget and falls below both the engineer's estimate and the available Community Development Block Grant (CDBG) funding.

Staff recommends approval of the contract award to E. Meier Contracting., to proceed with the implementation of the 2024 Street Improvements Project.

If you have any questions or need additional information, please let me know.

Thank you.



Location: 3<sup>rd</sup> Floor City Hall

K - 2 - 3

**Invitation to Bid for**  
**Etzel Avenue** within  
**The City** of **University City**

Bids shall be submitted in a sealed envelope clearly marked

" ETZEL AVENUE IMPROVEMENTS " on the outside.

Bid Opening will be on: OCTOBER 24 at 10 AM

**INVITATION TO BID:**

The City of University City (hereinafter known as the City/Village) is currently accepting sealed bids until October 24, 2025 in the City Clerk's office at  
City Hall located at 8801 Delmar Blvd, University City MO, 63130

**Notice to Bidders**

The City reserves the right to accept or reject any or all bids and or combination, thereof, and to waive any minor irregularities.

Bidder shall be an Equal Employment Opportunity Employer and must have Affirmative Action Statement. These completed forms must be submitted in the bid packet at time of submission.

This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect.

Be advised that contracts over \$200,000 trigger Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires that economic opportunities generated by the expenditure of HUD funds be directed, to the greatest extent feasible, to low and moderate income persons via contracting, employment and training. All contractors and subcontractors working on this project will need to demonstrate compliance with Section 3 numeric targets and other applicable provisions. In cases where Section 3 compliance is not achieved, contractors and subcontractors must document good-faith efforts to comply.

Be advised that contracts over \$250,000 or containing iron or steel trigger Build America Buy America (BABA) provisions requiring that materials be sourced to manufacturers within in the United States. Documentation must show that the contractor was able to source materials to United States' manufacturers or that materials and products subject to this preference are not produced within the United States or cannot be produced in sufficient quantity and quality. Bids that include United States' sourced material will be preferred if the total price of the bid response is within 25% of the lowest bid. In cases where BABA compliance is not achieved, contractors and subcontractors must document good faith efforts to comply.

Be advised that this is a federally funded project and all federally funded projects require registration on the federal awards database Sam.gov. Full registration is 100% free but must be completed before the bid is awarded or the bid will be considered incomplete.

☒ Yes, I have a full active registration on Sam.gov. My UEI is: 83FU6

☐ Yes, I am partially registered on Sam.gov. My UEI is: \_\_\_\_\_

and I will be fully registered by this date: \_\_\_\_\_

3. Containers shall be removed from the site when full, loaded and/or covered to prevent spillage on roadways.
4. Contractor shall take all necessary precautions to maintain fire safety at all times.
5. Temporary fences with barricades properly installed shall be provided by the contractors, when necessary to reasonably protect against predictable and controllable losses.
6. Work is to be performed during the hours of 7:30 a.m. to 5:00 p.m., Monday thru Friday
7. The bid documents will become part of the Contract Documents.

**Submittals shall include the following information:**

**A. Cover Letter:** On firm letterhead, please identify the principal contact, providing the name, title street address, email address, and telephone number. Qualification by corporations or limited liability companies must be executed in the corporate name by the President or Vice-President (or other officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant to the secretary. If the proposer is an out-of-state corporation, provide evidence of authority to conduct business in the State of Missouri.

**B. St. Louis County Government Department of Human Services - Office of Community Development:** Review the attached (Appendix B) Workforce Equity Report leaflet. Complete and return at the minimum following two forms, unless the additional forms are applicable (read the heading of each form carefully):

- 1) St. Louis County Office of Community Development Workforce Equity Report Form 1-Assessment and Certifications; and
- 2) St. Louis County Office of Community Development Workforce Equity Report Form 2-Subcontractor Information.

**C. Estimate of Consultant Fee:** To expedite the negotiation of terms and conditions of an agreement and estimate of total fee for providing preliminary plans and final documents. The fee estimate shall be included with the submittal

Submittal shall be no longer than 30 pages.

Clarification desired by a firm shall be requested in writing or by emailing a minimum of 72 hours prior to the bid submission date. Oral explanation or instructions shall not be considered binding on behalf of the City.

## **RESPONSIBILITIES OF THE CITY**

The City will provide a designated City Project Administrator to serve as a liaison between Successful Proposer and the City.

Notice of Completion is contingent upon all services being complete.

### BID FOR LUMP SUM CONTRACTS

Place City of University City Date 10/24/25 Project No. PWST24-1505

Proposal of E. Meier Contracting, Inc. (hereinafter called "Bidder") \* a corporation,  
organized and existing under the laws of the State of Missouri, \* a partnership, or an  
individual doing business as \_\_\_\_\_.

To the City of University City (hereinafter called

"Owner") Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a  
Street Improvements having examined the plans and specifications with related documents  
and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the  
proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and  
supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and  
at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the  
contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written  
"Notice of Proceed" of the Owner and to fully complete the project within 30 Days from NTP  
consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as  
liquidated damages, the sum of \$350 for each consecutive calendar day thereafter as hereinafter provided in  
Paragraph 15 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Insert corporation, partnership, or individual as applicable.

BASE PROPOSAL: Bidder agrees to perform all of the Street Improvements

\_\_\_\_\_ work described in the specifications and shown  
on the plans for the sum of One hundred thirty three thousand five hundred sixty six twenty six cents  
(\$ 133,566.26) (Amount shall be in both words and figures. In  
case of discrepancy, the amount shown in words will govern).

UNIT PRICES: PLEASE SEE ATTACHED

Bidder agrees to perform all the \_\_\_\_\_ work described in the specifications and shown on the plans, for the following  
unit price:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Description</u>	<u>Unit Price (Each)</u>	<u>Total</u>
1	_____	_____	_____	_____
			Dollars & Cents	Dollars & Cents
			(\$ _____)	(\$ _____)
2	_____	_____	_____	_____



Final bids may need to be accepted by city council/board before an award is made to the selected bidder.

The City will not provide dedicated workplace facilities.

The City reserves the right to perform any portion of the Scope of Work by City personnel or other consultants should the City determine; it would be in the best interest of the City to do so.

### BUDGET TABLE:

Please fill out each section of this budget table:

BID ITEMS	DESCRIPTIONS	UNIT	QTY	UNIT COST	TOTAL COST
401-12.09	BITUMINOUS PAVEMENT MIXTURE, PG64-22, (BP-1)	TON	705	107.00	75,435.00
407-10.05	TACK COAT	GAL	626	0.01	6.26
613-10.10	FURNISHING & PLACING CONCRETE MATERIAL FOR FULL DEPTH PAVEMENT	SY	29	316.00	9,164.00
618-10.00	MOBILIZATION	LS	1	3,100.00	3,100.00
620-60.01D	4 IN. YELLOW CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TY P BEADS)	LF	2990	1.50	4,485.00
	12 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TY P BEADS)	LF	422	13.00	5,486.00
620-61.25B	24 INCH WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TY P BEADS)	LF	199	28.00	5,572.00
	SHARED-BIKE LANE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TY P BEADS)	EA	10	450.00	4,500.00
	COLDMILLING BITUMINOIS PAVEMENT FOR REMOVAL OF SURFACE (4 IN. THICK OR LESS)	SY	5992	4.00	23,968.00
	MISC. LUMP SUM TEMPORARY TRAFFIC CONTROL	LS	1	1,850.00	1,850.00
<b>TOTAL PROJECT COST</b>					
One hundred thirty three thousand five hundred sixty six twenty six cents					133,566.26

3

Dollars & Cents

(\$ \_\_\_\_\_)

Dollars & Cents

(\$ \_\_\_\_\_)

Dollars & Cents

Dollars & Cents

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Paragraph 13 of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of \_ calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by Paragraph 22 of the General Conditions. The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become, in the event the contract and bond are not executed within the time above set forth, as liquidates damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

(SEAL — if bid is by a corporation

By:

Signature

President

Title

860 Westwood Ind Ct., Weldon Spring, MO 63304

Business Address and ZIP Code

AIA Document A310

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

E. Meier Contracting, Inc., 860 Westwood Ind., Weldon Spring, MO 63304

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of University City, 6801 Delmar Blvd., University City, MO 63130

(Here insert full name and address or legal title of Corporation)

as Oblige, hereinafter called the Oblige, in the sum of

Five Percent of Bid Amount

Dollars (\$ 5% of Bid ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Etzel Avenue Improvements PWST24-1505

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of October, 20 25

Carol M. Kohnen  
(Witness)

E. Meier Contracting, Inc

(Principal)

(Seal)

President

(Title)

FCCI Insurance Company

(Surety)

Whitney Naege  
Whitney Naege (Witness)

Erin Wrather

Erin Wrather

Attorney-In-Fact





## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Erin Wrather; Whitney Naeger; Kathy Hoffard; Lindsey Dobbela; Laura Kontomook

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 328535  
Expires February 27, 2027

Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 328535  
Expires February 27, 2027

Peggy Snow  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 24th day of October, 2025

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



Issued By: Goetz Group LLC

Theresa Goetz, PE

314. 635.8553

Date: October 23, 2025

For: Etzel Avenue Improvements - University City, MO

The attached clarifies information provided in the specifications and plans.

1. Pavement repair locations are approximate on the plan sheet. Prior field investigation identified these locations but not surveyed for exact coordinates.
2. On Special Details Sheet, the MUTCD standard is shown for Lane Closure On Two-Lane Road Using Flaggers. Etzel Avenue is a Metro bus route and needs to be open for continuous traffic. Also residence need to have access to their homes.
3. Due to possible cooler temperatures, the timeframe of the contract can be extended issuing an Addendum Contract for Spring 2026 construction.
4. From approximately 6909 to 6901 Etzel Avenue, the pavement requires 3" or greater milling to apply 2 lifts of 2" asphalt overlay. Milling depth is dependent on achieving positive drainage and incorporating the 2 lifts of 2" asphalt overlay.

**There are no other clarifications or changes included with this Addendum.**

*Carl M. Kohenky*

## BIDDER QUALIFICATIONS

Firm Name: E. Meier Contracting, Inc.

(Company Name)

860 Westwood Ind Ct., Weldon Spring, MO 63304

(Address)

(City, State, Zip Code)

636-300-0908

(Phone Number)

N/A

(Fax Number)

(E-mail) mrogan@emeier.com

Date: 10/24/2025

**Construction Capabilities: (Check all that apply)**

☒ General Contracting

☐ Electrical

☐ Plumbing

☐ HVAC

☒ Demolition

☐ Earthmoving

☐ Asbestos Abatement

☐ Other:

**For Corporations Only:**

Federal ID Number: 43-1540115

Name of State(s) in which incorporated: Missouri

Date(s) of incorporation: 1990

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri

2. Certificate Number: 00338325 Date: 07/11/2025

Scott Metz

(President's Name)

(Vice-President's Name)

Edgar Meier

(Secretary's Name)

(Treasurer's Name)

**For Partnerships Only:** Date of Organization: \_\_\_\_\_

Type of Partnership: ☐ General ☐ Limited ☐

Association Names and Addresses of all partners: (use additional sheet if necessary)

Names and Addresses of all partners: (use additional sheet if necessary)

1. \_\_\_\_\_  
(Name) (Address) (City, State, Zip Code)

2. \_\_\_\_\_  
(Name) (Address) (City, State, Zip Code)

**General Information:**

Federal ID Number: 43-1540115 or SSN: \_\_\_\_\_

Percent of work done by Contractor: 100 Number of Permanent Employees: 90  
Number of years in business: 36

Geographical limits of operation: Missouri and Illinois

If you have done business under a different name, please give name and location: \_\_\_\_\_

N/A

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

N/A

Date: Dated this 24th day of October, 2025.

**Signatures:**

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Business Name: E. Meier Contracting, Inc.

Address: 860 Westwood Ind Ct., Weldon Spring, MO 63304

Telephone: 636-300-0908 Fax Number: N/A

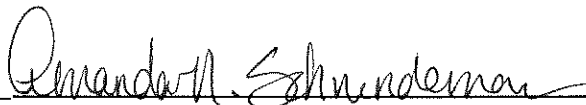
Federal ID Number: 43-1540115 Social Security Number: \_\_\_\_\_

Incorporated under the laws of the State of: Missouri

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)



(Bidder's Signature)



(Corporate Secretary's Signature and Seal)

Scott Metz

(Typed or Printed Name of Signor)

SEAL

\_\_\_\_\_  
(Partner/Joint Venture Signature)

\_\_\_\_\_  
(Typed or Printed Name of Signor)

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code): **E. Meier Contracting, Inc.  
860 Westwood Industrial Ct.  
Weldon Spring, MO 63304**

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
☒ YES      ☐ NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
☐ YES      ☒ NO
3. Bidder has filed all compliance reports due under applicable instructions.  
☒ YES      ☐ NO
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
☐ YES      ☒ NO

NAME AND TITLE OF SIGNER (Please type):

**Scott Metz / President**

SIGNATURE

**10/24/2025**

DATE



## CERTIFICATE OF CONTEMPLATED MINORITY, WOMEN, AND SECTION 3 HIRES AND BUSINESS UTILIZATION

The undersigned makes this certification with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

### Section 3 Status

I am the (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid; and whose business concern is:

- ☐ At least 51 percent owned and controlled by low- or very low-income persons; or
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- ☐ A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- ☒ None of the above.

### Subcontractors

- ☒ I will be utilizing subcontractors or suppliers.
- ☐ I will not be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary. Subcontractor

_____	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Section 3
Address _____ Bid Amount _____			
Trade or Supplier _____			
Bid Accepted: Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain: _____			
Subcontractor _____ <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Section 3			
Address _____ Bid Amount _____			
Trade or Supplier _____			
Bid Accepted: Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain: _____			
Subcontractor _____ <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Section 3			
Address _____ Bid Amount _____			
Trade or Supplier _____			
Bid Accepted: Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain: _____			
Subcontractor _____ <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Section 3			
Address _____ Bid Amount _____			
Trade or Supplier _____			
Bid Accepted: Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain: _____			

### Section 3: Reporting

All projects that are receiving more than \$200,000 in HUD/CDBG funding are subject to Section 3 requirements. Section 3 requires, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, that the State of Missouri, subrecipients, contractors and subcontractors ensure that employment and training opportunities arising in connect with Section 3 projects are provided to Section 3 workers within the metropolitan (or nonmetropolitan county) in which the project is located. Compliance with Section 3 can be established in two ways and reporting requirements reflect this.

#### Benchmarks

If a project meets certain benchmarks for employee labor hours, it will be considered in compliance, absent evidence to the contrary. As such, at the close of the project, the following information must be reported.

	Labor Hours of Project	Calculated Percentage	Safe Harbor Benchmark Met
Total Labor Hours			
Section 3 Target Worker Hours			
Section 3 Worker Hours			

For housing and community development financial assistance projects, the benchmark for Section 3 workers is currently set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is currently set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold. These thresholds can change every three years.

For public housing financial assistance, the benchmark for Section 3 workers is currently set at 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3 workers is currently set at 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the 5 percent is included as part of the 25 percent threshold. These thresholds can change every three years.

If this reporting indicates the Section 3 benchmarks are not met for a project, additional reporting by the State of Missouri can establish compliance in an alternate manner. The alternate method is to adequately document the qualitative efforts undertaken by subrecipients and project contractors and subcontractors in an effort to achieve the Section 3 hiring benchmark levels.

Such qualitative efforts that must be documented include but are not limited to the following:

- ☐ Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers. Provide training or apprenticeship opportunities.
- ☐ Provide technical assistance to help Section 3 workers compete for jobs (e.g. resume assistance, coaching).
- ☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- ☐ Held one or more job fairs.
- ☐ Provided or connected Section 3 workers to services supporting work readiness and retention (e.g. work

readiness activities, interview clothing, test fees, transportation, child care).

- ☐ Provided assistance to apply for/or attend community college, a four year educational institution, or vocational technical/training.
- ☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- ☐ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

**Certification**

In Witness Whereof, the Bidder has executed his certificate this 24th day of October, 2025.

Bidder Name E. Meier Contracting, Inc.

Federal ID 43-1540115 DUNS 31296580

Signature of Authorized Agent 

Printed Name Scott Metz Date 10/24/2025

### BIDDER SECTION 3 INTENT TO COMPLY

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

**Note:** If your business meets the definition of a Section 3 business, you may register as a Section 3 Business through HUD's website here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

If award is received, E. Meier Contracting, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of

St. Louis

1. To attempt to recruit from within the city the necessary number of lower income residents through HUD's Section 3 Opportunity Portal, local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private job development institutions operating within or serving the project area to meet Section 3 goals.  
For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.
2. To document the amount of labor hours worked by Section 3 workers and Target Section 3 workers on this project and report these hours directly to your CDBG, Mitigation or DR program representative.
3. If benchmarks for Section 3 workers and Target Section Workers are not met, an adequate amount of qualitative methods must be documented to show compliance with the Section 3 rule. A list of approved qualitative methods can be found on the FAQ attachment. These qualitative methods must be reported directly to your CDBG, Mitigation or DR program representative.
4. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
5. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
6. To maintain records, including copies of correspondence, memoranda, payrolls etc., which document that all of the above affirmative action steps have been taken.
7. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract,

the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to City/County of St. Louis on Section 3 efforts and accomplishments.

E. Meier Contracting, Inc.

Name of Bidder

860 Westwood Ind Ct., Weldon Spring, MO 63304

Address

Scott Metz

Print Name

President

Title

10/24/2025

Signature

Date

As officers and representatives of E. Meier Contracting, Inc.

(Name of Bidder)

**CERTIFICATION BY PROPOSED SUBCONTRACTOR  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

**E. Meier Contracting, Inc.**

PROJECT NUMBER

**PWST24-1505**

---

**INSTRUCTIONS**

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

---

**SUBCONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

**E. Meier Contracting, Inc.  
860 Westwood Industrial Ct.  
Weldon Spring, MO 63304**

- 
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
☒ YES      ☐ NO
  2. Compliance reports were required to be filed in connection with such contract or subcontract.  
☒ YES      ☐ NO
  3. Bidder has filed all compliance reports due under applicable instructions.  
☒ YES      ☐ NO
  4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
☐ YES      ☒ NO

---

NAME AND TITLE OF SIGNER (Please type):

**Scott Metz / President**

---

SIGNATURE

**10/24/2025**

DATE

## **ANTI-LOBBYING CERTIFICATION**

Section 319 of Public Law 101-121 prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant, cooperative agreement, or loan.

The Federal Register (page 52070, dated December 20, 1989) specifically forbids the Department of Housing and Urban Development (HUD) from awarding contracts, grants, cooperative agreements, or loans unless the recipient has made an acceptable certification regarding lobbying.

This new requirement has since been narrowed to signed certifications for all awards of Federal funds over \$100,000. This begins with the State's grant and applies to all grantees, contractors, subcontractors, suppliers, etc. for all contracts, grants, cooperative agreements, or loans over \$100,000.

Failure of the grantee to obtain this certification from all awards of \$100,000 or more will result in a program finding and suspended disbursement of Federal funds for the applicable activity or contract.

A copy of this certification can be found on the following page.

## CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over \$100,000) The undersigned certifies, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over \$100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Meier Contracting, Inc.

Name of Entity (city, county, contractor, etc.)

President

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)

Signature of Certifying Official

10/24/2025

Date



(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,

- a. with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b. with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

Scott Metz, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Scott Metz and I am currently the President of E. Meier Contracting, Inc. (hereinafter "Contractor"), whose business address is 860 Westwood Ind Ct., Weldon Spring, MO 63304 "and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of University City
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

~~Further, Affiant sayeth not.~~

Affiant

Subscribed and sworn to before me this 24th day of October, 2025

Commission #



Company ID Number: 364451



## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and E. Meier Contracting, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following 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:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 364451

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	E. Meier Contracting, Inc
Company Facility Address	860 Westwood Industrial Court Weldon Spring, MO 63304
Company Alternate Address	
County or Parish	SAINT CHARLES
Employer Identification Number	431540115
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 364451

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

Name Meier W Edgar  
Phone Number 636300090811  
Fax 6363000907  
Email tedmeier@emeier.com

Name Katelyn M Fildes  
Phone Number 6363000908  
Fax  
Email kfildes@emeier.com

# STATE OF MISSOURI



**Denny Hoskins**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, DENNY HOSKINS, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***E. MEIER CONTRACTING, INC.***  
***00338325***

was created under the laws of this State on the 9th day of March, 1990, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of July, 2025.

*Denny Hoskins*  
Secretary of State



Certification Number: CERT-07112025-0026

**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 1 – ASSESSMENT AND CERTIFICATIONS**

This form is required for ALL projects and must be submitted with bid or application for funding.

**Project Information**

Project Name: Etzel Avenue Improvements
Project Location or Address(es): Etzel Avenue from Pennsylvania to Ferguson Avenue

**Developer/Contactor/Subcontractor Information:**

Name of Firm: E. Meier Contracting, Inc.	Address: 860 Westwood Ind Ct., Weldon Spring, MO 63304
Authorized Representative: Carol Kohenskey	Title: Contract Administrator
Phone: 314-406-6305	Email: ckohenskey@emeier.com

1. Check all that apply to your business: ☐ Certified Section 3 ☐ Certified MBE ☐ Certified WBE

2. Is your bid/contract/subcontract amount greater than \$200,000? ☐ YES ☒ NO

If YES, Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return Forms 1 & 2 with your bid or application for funding.

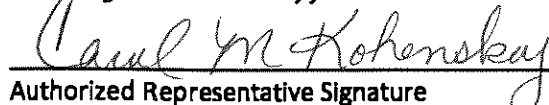
3. Will you be using subcontractors to complete this project? ☐ YES ☒ NO

If YES, what percent of your contract amount will be subcontracted to Section 3 certified businesses? \_\_\_\_\_

4. Have you setup a Section 3 pre-bid meeting with OCD? (Only for bids \$200,000.00 or greater) ☐ YES ☒ NO

Certifications		YES	NO	N/A
All Projects:	I understand the goals for MBE/WBE participation and I have completed FORMS 1 & 2.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I have confirmed that all subcontractors on this project meet E-Verify requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Projects over \$200K:	I have included the Section 3 Clause (FORM 6) in all subcontracts and included a sample subcontract with my bid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand that I am required to submit Section 3 reports as required, including quarterly/final (FORMS 7, 7A and 7B), and year end reporting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I agree that our company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 thru 5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*I declare under penalty of perjury, under the laws of the State of Missouri and the County of St. Louis, that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of OCD funding.*

  
Authorized Representative Signature

10/24/2025  
Date

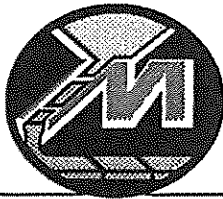
**St. Louis County Office of Community Development  
Workforce Equity Report  
FORM 2 – SUBCONTRACTOR INFORMATION**

This form is required for ALL projects and must be submitted with bid or application for funding. List ALL subcontractors who will be hired for this project and attach additional sheets if necessary. Include a current certification letter for all subcontractors identified below as MBE, WBE or Section 3.

No.	Subcontractor Name	Subcontractor Address	Trade	Check all that apply:			Separate Workforce Equity Report required? (Subcontracts over \$100K)	Contract Amount	
				Certified MBE	Certified WBE	Certified Section 3		Non-Construction*	Construction
1	ATK Safety Supply	6352 Cedar Springs Rd 63016			✓				17,428.00
2	TSI Geotechnical	8248 NW 101 St 64153			✓			1,200.00	13,000.00
3	JML Hauling	3216 Yale Blvd 63301			✓				
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	<b>TOTAL</b>							<b>\$1,200.00</b>	<b>\$30,428.00</b>

\*Non-construction includes professional service contracts associated with construction (i.e. architectural, engineering, legal services, accounting, marketing, etc.).

Type	Total Subcontracts	Section 3			MBE			WBE		
		Amount	Actual	Goal	Amount	Actual	Goal	Amount	Actual	Goal
Construction	\$ 30,428.00	\$	%	10%	\$	%	24%	\$ 30,428.00	22 %	9.5%
Non-Construction	\$ 1,200.00	\$	%	3%	\$	%	16%	\$ 1,200.00	.08 %	15%



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**E. MEIER CONTRACTING**  
**CONCRETE & ASPHALT**

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**Commercial • Residential**  
**(636) 300-0908 Fax (636) 300-0907**

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E. Meier Contracting, Inc. is a corporation incorporated in the state of Missouri 1989.

President: Scott Metz  
860 Westwood Industrial Ct  
Weldon Spring, MO 63304

Owner : Edgar Meier  
860 Westwood Industrial Ct  
Weldon Spring, MO 63304

Chief Financial  
Officer Amanda Schwendemann  
860 Westwood Industrial Ct  
Weldon Spring, MO 63304

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**860 Westwood Industrial Court • Weldon Spring, MO 63304**

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**Concrete Flatwork & Asphalt Patching • New Construction • Repair • Maintenance**



FORREST ALLEY

### Construction Safety & Health

6/30/2003

Date \_\_\_\_\_

一、**目的**：通过本课程的学习，使学生掌握机械制图的基本知识和基本技能，为后续课程的学习打下基础。

[illegible][illegible]

2000年12月29日

**OSHA**

**28-005351285**

**10-hour Construction Safety and Health**

**The end world is.**

**Jackie W Cope**

**David E. Cope J**

**David E. Cope J**

**28/1/2022**

**28/1/2022**

**OSHA**

**22-0000007**

This card acknowledges that the required portion of a job completed  
to meet Occupational Safety and Health Training Institute in  
Construction Safety and Health

**THOMAS C. BROWN**

**THE BROWN GROUP**

**11/18/2011**

**THOMAS C. BROWN**

**11/18/2011**

**OSHA**

Occupational Safety  
and Health Administration

20-006391973

This card attests that the recipient has successfully completed

## 10-hour Construction Safety and Health

This card issued to:

**Jeffery B Cameron**

David E Couch Jr.

Trainer Name

3/15/2024

Date Issued



Occupational Safety  
and Health Administration

14-006730847

This card acknowledges that the recipient has successfully completed:

## 10-hour Construction Safety and Health

This card issued to:

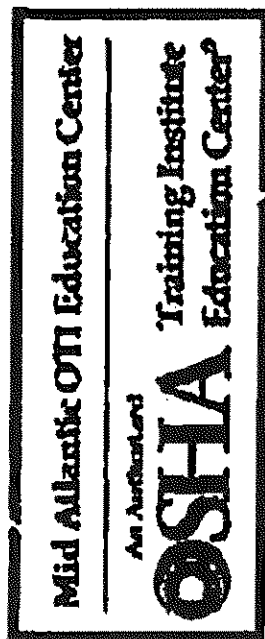
**Levi Moss**

**Jonathan Jacobi**

Trainer Name

**4/5/2025**

Date of Issue



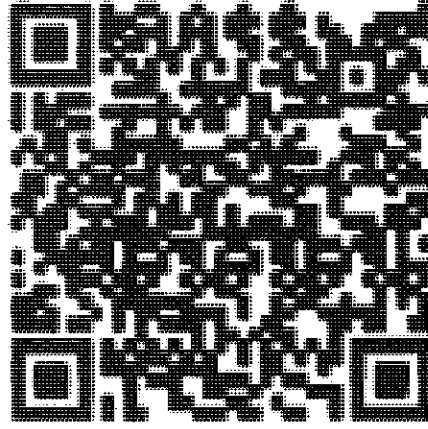
877-700-6212

<https://www.oshamidatlantic.org/>

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training scan the QR code with your mobile device.



Rev 1/2016

OSHA

00150695C



OSHA Form 101 (Rev. 1-77)

OSHA-200-101 (Rev. 1-77)

Shannon Drake

For information only, Department of Labor, Occupational Safety and Health

OSHA-200-101 (Rev. 1-77)

OSHA-200-101 (Rev. 1-77)

OSHA-200-101 (Rev. 1-77)

OSHA-200-101 (Rev. 1-77)

05/05/67

TIME





## CITY OF UNIVERSITY CITY COUNCIL MEETING

## AGENDA ITEM



NUMBER:

For City Clerk Use

CA20251110-03

## SUBJECT/TITLE:

Ratify the approval of emergency repairs of the Centennial Commons sidewalk (handicap ramp and landing in front of front doors) including an upgrade to the handrails as required.

## PREPARED BY:

Jim Krischke

## DEPARTMENT / WARD

Parks, Recreation &amp; Public Area Maintenance

## AGENDA SECTION:

Consent

## CAN ITEM BE RESCHEDULED?

no

## CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends to ratify the approval of emergency repairs of the sidewalk and handrails at Centennial Commons in the total amount of \$12,297.24. Using Woods Basement system for sidewalk repairs in the amount of \$9,817.23 and Missouri Ornamental for handrails in the amount of \$2,480.00.

## FISCAL IMPACT:

This is considered an emergency repair. Funds were not budgeted for this expense. Funds will be coming from reserves and transferred to line item 14-50-90-100 - Capital Misc. Improvements.

## AMOUNT:

\$12,297.24

## ACCOUNT No.:

14-50-90-8100

## FROM FUND:

Parks and Storm Water

## TO FUND:

## EXPLANATION:

Due to age, weather, and traffic on the concrete walkways at Centennial Commons, the sidewalks have deteriorated and sunk in various locations causing a trip and fall hazard. Upon further review of the area it was also determined that two (2) additional handrails be added to the front steps at Centennial Commons for added safety. This area sees high foot traffic. Improving the walkways will enhance patron safety leading into and out of Centennial Commons and help to avoid future liability.

## STAFF COMMENTS AND BACKGROUND INFORMATION:

We are recommending to use Woods Basement Systems for the concrete (mudjacking) work. Woods provided the city with a comprehensive solution to the issue that was unmatched by other bidders. Moreover, Woods is providing a long term warranty on the work and product they will be utilizing. We are also recommending to use Missouri Ornamental Iron & Fence for the handrails.

## CIP No.

NA

## RELATED ITEMS / ATTACHMENTS:

Woods Basement Systems quote  
Missouri Ornamental Iron & Fence's quote  
Staffs recommendation including bid documents

## LIST CITY COUNCIL GOALS (S):

Improved Infrastructure  
Community Quality of Life and Amenities

## RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

## MEETING DATE:

11/10/2025



**Department of Parks, Recreation and Public Area Maintenance**  
6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767

To: Brooke Sharp  
From: Jim Krischke  
Date: November 4, 2025  
Re: Consent Item for November 10, 2025 Council Meeting

As per directions from the City Manager, I am requesting that the ratification and authorization to approve Emergency Concrete Work and Handrails at Centennial Commons to be considered for the City Manager's Consent Items for the November 10, 2025, City Council Meeting.

After extensive review of the situation, we are recommending Woods Basement Systems for the concrete (mud jacking) work. This company provided a fully comprehensive solution to the issue as well as a long-term warranty on the work and product they will be installing. By repairing the front entrance walkways, including the handicap ADA ramp, at Centennial Commons this will enhance the safety of the walkway system. The addition of two (2) additional handrails on the front steps will further enhance safety in that area.

Furthermore, we are recommending Missouri Ornamental Iron & Fence to install handrails to enhance visitor safety while going into and out of Centennial Commons.

October 24, 2025, Estimated for the Concrete Work at Centennial Commons - University City Parks and Recreation Department

Newly Updated 4:00pm October 24, 2025

	Vendor	address	City	State	Zip	Contact	Phone	Email	Price	Meets all Specs	Warrenty
1	Woods Basement Systems Inc	524 Vandalia	Collisville	IL	62234	Mike Jackson	1.800.388.9326		\$9,817.24	Yes	Yes/5yrs
2	Helitech Waterproofing & Foundation Repair	8251 Bunkum Rd	Caseyville	IL	62232		618.235.5595		\$6,609.00	No	No
3	Raising Solutions	10007 Marina Rd	Jefferson City	MO	65101		573.395.4022		\$2,632.68	No	Yes10 yr

My recommendation is to accept the Woods Basement Stsyem Inc. proposal at the rate of \$\$9,817.24 This includes a 5-year warranty. They are local and will do the caulking we desired.

Todd Strubhart



**Prepared by:**  
Mike Jackson  
mike.jackson@getwoods.com  
  
Woods Basement Systems, Inc.  
www.woodsbasementsystems.com  
O (800) 388-9326  
F (618) 381-7544

**Prepared on:**  
10-24-25

**Prepared for:**  
Todd Strubhart  
dcarter@ucitymo.org  
P 314-356-1629  
PR362233

**Job location:**  
7210 Olive Street Row  
Saint Louis, MO 63130

## Project Summary

Lift and Level

Seal Joints

Total Investment .....	\$10,326.09
Same Day Savings .....	\$508.85
<b>Total Contract Price .....</b>	<b>\$9,817.24</b>
Deposit Required - 30% .....	\$2,945.17
Deposit Paid .....	\$0.00
<b>Amount Due Upon Installation .....</b>	<b>\$9,817.24</b>

## Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 30 days.

**Contractor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. WE ACCEPT ALL STANDARD FORMS OF PAYMENT - CASH, CHECK, AND FINANCING. THERE WILL BE A 2.9% CONVENIENCE FEE FOR ALL CREDIT/DEBIT CARD PAYMENTS. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Customers who elect to pursue financing with either the six-month same-as-cash or the 9.99% for 5-year loan options acknowledge and agree that they shall forfeit eligibility for the same-day savings benefit. The promotional offer for zero money down, low monthly payments is only valid through Regions Enerbank.

The customer acknowledges that it may be necessary to split the contract into multiple projects. In these cases, separate invoices will be created and payment will be due upon completion of each project.

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

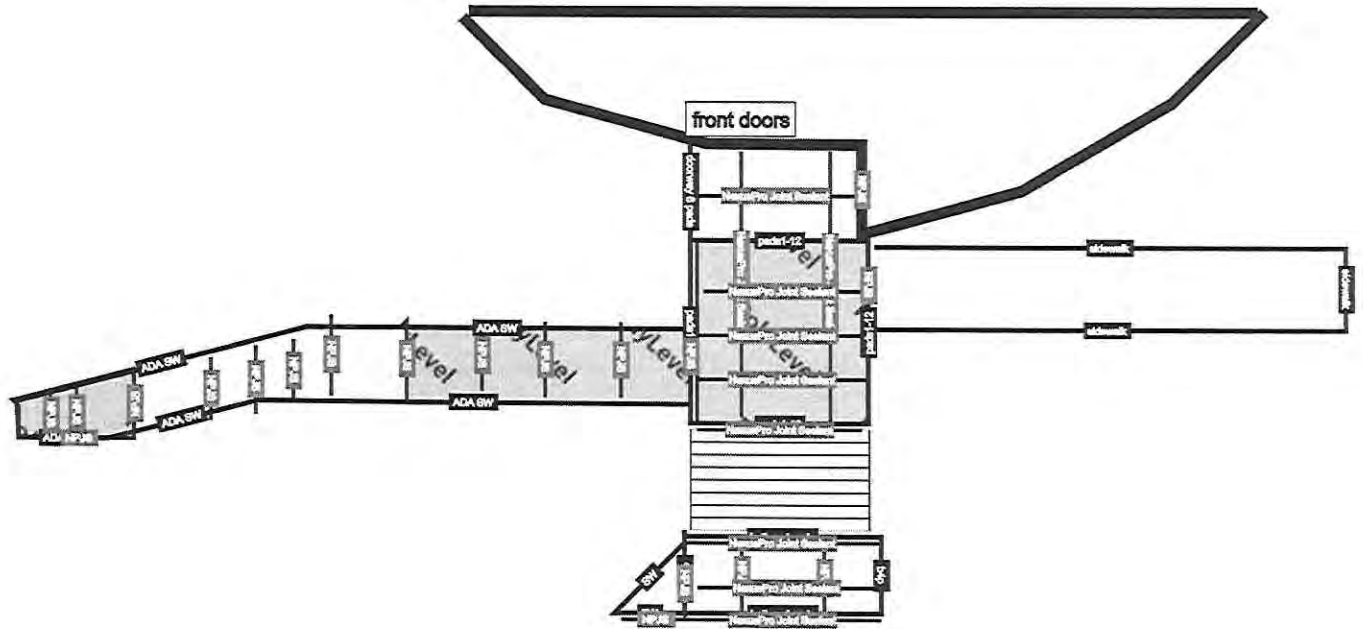
Customer has received and understands notice of right to cancel form.

**Initial** \_\_\_\_\_

Deposits are non-refundable after 3-day right to cancel period.

**Initial** \_\_\_\_\_

# Job Details



# Job Details (Continued)

## Specifications

1) Project Setup: Concrete, Gutter, or Discharge Project 2) Install PolyLEVEL as indicated on job drawing. 3) Caulk concrete cracks as noted on job drawing. Caulking may need to be re-applied in the future.

## Contractor Will

- 1.) Attempt to lift the foundation or concrete slab, but is not responsible for cosmetic damages that may result. ( Achieving lift to original position/condition is not guaranteed )
- 2.) Leave work areas "landscape ready" after installation.

## Customer Will

- 1.) Repair any sprinkler lines that may be damaged during the installation.
- 2.) Mark any private lines that may be hidden underground (i.e. Sprinkler Systems, Propane Lines, Water lines, Cable, Septic, Phone), and assumes all liability if damage should occur to such lines if not marked.
- 3.) Move all items from concrete pads and/or work areas for Concrete Repair. (i.e. yard décor, patio furniture, cabinets, flower pots, any other personal items)

## Additional Notes

Nexus on all joints in all 3 areas including along building

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☐ Customer has received a copy of the Dry Basement, Crawl Space, Foundation Repair, or Slab Repair Science book.

☐ A full perimeter system was recommended.

☐ A TripleSafe pumping system was recommended.

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Electrical Requirements - An Important Reminder!

THE QUOTED PRICE DOES NOT INCLUDE THE INSTALLATION ON ANY REQUIRED ELECTRICAL SERVICE.\*You will need to have an electrician install the designated electrical service AFTER the completion of your project.

☐ TripleSafe Sump System - (2) 20-amp outlets, each on a separate dedicated circuit.  
Pump 1 - 8 amps, Pump 2 - 9.4 amps, Battery Back-Up Charger - 3 amps

☐ TwinPak Sump System - (2) 20-amp outlets, each on a separate dedicated circuit.  
Pump 1 - 8 amps, Pump 2 - 9.4 amps

☐ SmartSump Crawl Space Pump with Charger - (1) 15-amp dual outlet on a dedicated circuit.  
11 amps

☐ SaniDry Sedona Basement Air System - (1) 15-amp outlet on a dedicated circuit.  
5.6 amps

☐ SaniDry Sedona Condensation Pump - Can share an outlet with the Sedona System.  
1 amp

☐ Radon Mitigation System - Hard-wired to a 20-amp dedicated circuit.

☐ Exterior Drainage System - (1) 15-amp outlet on a dedicated circuit.  
9.4 amps

\*Electrical service available with window well drainage system for an additional charge.

# Product List

## Lift and Level

Project Setup	1
PolyLEVEL	3 areas

## Seal Joints

NexusPro Joint Sealant	439 ft
------------------------	--------

## Lift and Level - Areas

Area Title	LxWxD	Lbs	Location	Notes
pads 1-12 Lifting	24x19x1	146	Front	
ADA sidewalk top Lifting	28x6x1	54	Front	
ADA sidewalk bottom Lifting	33x4x0.5	21	Front	

## Seal Joints - Areas

Area Title	LnFt	Location	Notes
pads 1-12	215	Front	
ADA sidewalk top	150	Front	
Bottom 4 pads before steps	74	Front	



# Limited Warranty

## **ACCEPTANCE OF PROPOSAL:**

This document becomes a binding Contract upon the same being signed by the Customer. The Customer's signature on this document is an agreement that prices, described work, and conditions of this agreement set forth below are satisfactory and are hereby accepted. Woods Basement Systems, Inc. and/or its subcontractor are authorized to do the work as specified below. Payment will be made pursuant to the payment section of this agreement. By entering into this contract, The Customer represents full authority to enter into this agreement and shall receive a signed copy of the same.

## **PAYMENT:**

Payment is to be made as follows: a 30% deposit will be required for all projects to be approved. Payment, in full, is required upon completion of any and all projects as determined by Woods Basement Systems, Inc. The Customer agrees that in the event payments are not made as set forth in this agreement, The Customer shall pay all of Woods Basement Systems' costs of collection, including reasonable attorney's fees and interest at a rate of 10% per month on overdue balances. All persons signing this Contract as "Customer" shall be jointly and severally liable for the entire contract price.

## **ENTIRE AGREEMENT:**

This agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral, or written, of any nature whatsoever with respect to the subject matter hereof.

## **CHANGE ORDER:**

Any changes to this agreement made after the same is signed by all parties shall be titled Change Order and not be binding unless the same is written and the writing is signed by both parties. The Customer and the representative for Woods Basement Systems, Inc. and no other, may vary the terms of this agreement and enter a Change Order.

## **CONSTRUCTION FINANCING:**

In the event, the Customer elects to participate in and secure financing through programs suggested by the Contractor, the Customer acknowledges that the Contractor does not sponsor these financing programs and agrees to execute such additional agreements and instruments as may be required or appropriate to affect such extension of credit.

## **WARRANTY TRANSFERABLE:**

Warranties are fully transferable with the sale of the home by letting Woods Basement Systems, Inc. know of ownership change either via written notice or simply by calling the office and giving notice.

## **ACCESS TO WORK SITE / AREA:**

The Customer shall provide the contractor unrestricted access to the work site and area for the duration of the project and for any necessary repairs.

## **UNFORESEEN SITE CONDITIONS:**

In the event that any unforeseen site conditions or nature of any kind are encountered during the course of the installation, the customer shall be notified as soon as possible. Any additions to cost and time necessary to complete the work under this agreement caused by any unforeseen conditions shall be borne in full by the customer.

## **PERMITS, REGULATIONS & ORDINANCES – GOVERNMENT:**

The Customer shall be responsible for payment for all permits, governmental, regulation or ordinance fees, etc. required for work to be completed. The Contractor shall be responsible for compliance with any building codes, ordinances, or other government regulations that the company is aware of. The failure of all or part of the work to comply with any code, regulation, or ordinance shall not be a basis for withholding payment to the Contractor.

## **HOMEOWNER RESPONSIBILITY:**

The work to be performed under this agreement does not include painting, repair of plumbing, finished carpentry, electrical work, other plumbing work, removing or replacing drywall, studs, carpeting, floor tile, toilets, doors, or any like work. The Customer accepts responsibility for removing and/or replacing furnaces, air conditioning systems and/or components, water heaters, stairs, or other contents or fixtures of the structure. The Customer accepts the responsibility for any damage to unmarked utilities, sprinkler systems, sewer lines, fuel lines, and pipes in the yard, basement, or under the basement floor if the same are damaged by the installation and/or repairs. If tack strips are to be installed Woods Basement Systems, Inc. recommends that a carpet installer glue them down. The Customer will move items 10 feet away from walls and accepts responsibility for damages for any item moved by Woods Basement Systems Inc. The Customer will insure the contents of the basement during the warranty period. In the case of work performed by Woods Basement Systems, Inc. some or all the above-excluded items may be part of the contract and, if part of the contract, will be a requirement of the work.

## **PAINTING/DECORATING – EXTERIOR LANDSCAPING:**

No wood finishing, painting, or decorating shall be required to be performed by the Contractor unless specific reference to the same in this Agreement. Any exterior work requiring alteration of landscaping does not include finish landscaping and the Contractor will provide only a rough grade. The Customer is responsible for any necessary seeding, strawing, or landscaping.



# Limited Warranty (Continued)

## **ANNUAL MAINTENANCE:**

Annual maintenance is available and recommended but NOT REQUIRED for this warranty to be in effect. The Customer is responsible for all annual maintenance fees.

## **ACTS OUTSIDE THE CONTROL OF CONTRACTOR/FORCE MAJEURE:**

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions or other causes beyond the Contractor's control; (4) by delay due to the pending mediation; or (5) by other causes that the Contractor asserts justify the delay, then the Contract Time shall be extended for such reasonable time or the contract terminated at the option of the Contractor.

## **MOLD, BACTERIA, FUNGUS, VIRUS, OR OTHER MICROORGANISM:**

The Contractor, Woods Basement Systems, Inc., shall not be responsible and will not pay for loss or damage caused by or resulting from any virus, bacterium, mold, fungus, or other microorganisms that induce or is capable of inducing physical distress, illness, or disease and/or any damage to property rendering the property value to decrease in value. The Contractor makes neither any express nor implied warranties concerning mold in the home, whether presently or in the future. No structure is free of all molds, bacteria, viruses, or fungi as they exist in the general environment inside and outside of buildings. The contractor shall not be responsible to pay any type of direct or consequential damages as a result of any virus, bacterium, mold, fungus, or other microorganisms on the Customer's property regardless of the cause in whole or in part. Without limiting this disclaimer, the Customer agrees to keep the area where the Contractor performed work dry and report to Woods Basement Systems, Inc. any water entering the basement that the Customer believes has any connection, in whole or in part, to the waterproofing system installed by Woods within 24 hours of the time the same was discovered recognizing the time of reporting is of the essence. Reports shall be made via telephone at 618-344-2288.

## **NO MOLD, FUNGUS, BACTERIA, OR VIRAL ERADICATION OR REMEDIATION:**

Woods Basement Systems, Inc. does not engage in the mold, fungus, bacteria, or viral eradication or remediation business and the Customer will have to seek the advice and services of a mold, fungus, bacteria, viral remediation, or eradication contractor to address the problem of the mold, fungus, bacteria or viral eradication or remediation.

## **NOTICE TO OWNER:**

Failure of this contract to pay those persons supplying material or services to complete this contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result, you may ask the contractor for a "lien waiver" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

## **PROVISIONS FOR ILLINOIS CONTRACTS:**

Acceptance of Contract - I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

## **LIMITATION OF LIABILITY-NO SPECIAL OR CONSEQUENTIAL DAMAGES:**

Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

1. Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

## **HAZARDOUS MATERIALS, WASTE, OR OTHER SUBSTANCES:**

If, during the course of the work, any type of hazardous material, waste, or other substance is contacted or found the Contractor shall have the right to demand that the owner remediate at his/her cost any such conditions before proceeding further with the work under this agreement or to terminate this agreement and receive reasonable compensation for the work in place.

# Limited Warranty (Continued)

## **COVID 19 - PANDEMIC - GOVERNMENT ORDERS:**

Woods Basement Systems, Inc. employees working in an open-air environment are not required to be vaccinated or to wear any type of protective mask or other type items to address the Covid 19 virus or any of its mutated forms or any other virus. Woods Basement Systems, Inc. does not control sub-contractor employees and does not require any type of vaccination or protective masks or other items to combat the potential spread of the Covid 19 virus or any of its mutated forms or any other virus.

Woods Basement Systems, Inc. follows all government rules, regulations, and statutes with regard to regulating business activities for the purpose of addressing any legitimate emergency situation. Should the performance of this contract be suspended or bared for any length of time by government order for more than 30 days Woods Basement Systems, Inc. has the right to terminate this contract in writing with Woods Basement Systems, Inc, and the Customer bearing their own costs, fees, and expenses.

## **HOMEOWNER CONSENT TO USE OF PHOTOGRAPHS, VIDEO, PHOTOGRAPHIC IMAGE, AND LIKENESS:**

The Customer acknowledges and agrees that the use of his/her image or likeness, photographs, and video may be in connection with or without his/her name and that these images and video may be changed or altered.

## **ASBESTOS TILE REMOVAL:**

The Customer is responsible for the cost and abatement of asbestos tile(s).

## **IRON OCHRE NO WARRANTY:**

While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations and the Contractor's warranty does not apply to the same. In the event of iron ochre, iron gel and iron bacteria clogging or causing a system to malfunction the system will require cleaning, flushing, or other services as necessary to keep it functioning for that particular situation and additional charges to the Customer will apply.

## **WARRANTY DISCLAIMERS FOR ALL SYSTEMS:**

Woods Basement Systems, Inc. agrees to install all products free of defects in materials and workmanship. If the entire perimeter of the basement is not treated, then additional work and charges to the Customer will be necessary to extend the system or treat other areas that have not been addressed by this Contractor. Pump or power failures are possible, so no guarantee of a dry basement can be made. Surface Sealed Cracks have NO warranty and are for cosmetic purposes only. This warranty shall not apply to condensation or any system that has been altered in any way. This warranty does not apply to water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, leaks from chimneys, and garages, efflorescence (white powder) on concrete, or shrinkage cracks. The Contractor cannot be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel lines or plumbing, or frozen discharge without an IceGuard. A service fee will apply to any service calls that are not covered by the warranty.

This warranty does not cover, and the Contractor specifically disclaims liability for water damage to floor coverings, furniture, stored items, finished walls, and other objects inside the foundation. The Customer will insure the contents of the basement during the warranty period. The Customer is responsible for any necessary seeding, strawing, or landscaping.

## **CONCRETE REPAIR WARRANTY:**

Woods Basement Systems, Inc. warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for a period of five (5) years from the original date of installation. If concrete lifted settles more than a ¼ inch in over the course of five (5) years, Contractor would provide the labor and materials to re-lift the area at no additional charge to Customer. The Contractor does not represent that PolyLEVEL® will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. Contractor does not warranty heave of any slab where work was performed, nor any damages caused by such heave. A service fee will apply to any service calls that are not covered by the warranty.

## **JOINT AND CRACK SEALANT WARRANTY:**

For areas where Contractor has installed joint sealant, Contractor warrants that sealant will remain intact for a period of one (1) year from the original date of installation. If Sealant does not stay intact, the Contractor will re-apply Sealant to the area at no additional cost to the Customer. The color of the sealant will not match the concrete. A service fee will apply to any service calls that are not covered by the warranty.

## **NO LIABILITY FOR DAMAGES DURING OR RESULTING FROM CONCRETE REPAIR.**

The Customer should be aware that damage can occur to the structure during a lift operation and that Woods Basement System Inc, shall not be responsible for any such damage, direct or consequential. If any cracking of the concrete should occur during the installation, Woods Basement Systems, Inc. will rout out the crack(s) and apply sealant at no additional cost to the Customer. The Contractor will not repour or pay to have concrete repoured due to cracking. This warranty is void if the Customer does not maintain grade around slabs and seal joints between slabs.

# Notice of Right to Cancel

You are entering into a contract. You, the consumer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

## How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

### Woods Basement Systems, Inc.

O (800) 388-9326

F (618) 381-7544

www.woodsbasementsystems.com

524 Vandalia

Collinsville, IL 62234

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

### I wish to cancel.

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date

Vendor	Address	City	State	Zip	Contact	Phone	Email	Price	Meets all Specs	Time Frame
1 Missouri Ornamental	6733 Olive Blvd	St. Louis	MO	63130	Ben Moll	314.280.5346		\$2,480.00	Yes	4-5 weeks
2 Kennedy Fence	8632 Wabash Ave	St. Louis	Mo	63130	Ken	3145210947		\$3,855.00	Yes	4-5 weeks
3 Empire Fence	4001 Taft Ave	St. Louis	MO	63116		3146387600		N/A	N/A	N/A

My recommendation is to accept the Missouri Ornamental proposal at the rate of \$2480.00. This includes a 4-5-year lead time as soon as the contract is signed.

Todd Strubhart  
October 23, 2025 4:00pm

## Missouri Ornamental Iron & Fence

6733 Olive Blvd  
St. Louis, MO 63130  
Phone: (314) 725-4870



## PROPOSAL

BILL TO		JOB NAME & LOCATION	SALESMAN	JOB #
CUST NAME	University City	Centennial Commons	Ben Moll	10/16/2025
COMPANY				
STREET	7210 Olive Blvd			
CITY,STATE,ZIP	University City, MO 63130			
PHONE	314-505-8579 (Timothy Scott)			
EMAIL	tscott@ucitymo.org			
			DEPOSIT	TERMS
			50%	Net Due Upon Completion

### DESCRIPTION OF WORK:

**We propose to furnish and install (two) single line ADA compliant stair rails to match existing. Rails to be painted galvanized color. Posts to be core drilled and set in concrete. Rail installation locations according to drawing supplied by customer.**

**Total Labor & Materials: \$2,480.00**

*Ben Moll*

*Project Manager*

*Phone: (314) 725-4870*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Additional General Conditions on last page.

Note: This proposal may be withdrawn by us if not accepted within 30 days

Signature:	Date of Acceptance:
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<b>GENERAL CONDITIONS</b>
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- 1) All materials dipped one shop coat black industrial paint only unless referenced differently in Proposal.
- 2) Installation is to be performed by Missouri Ornamental Iron's Non-Union Craftsmen, during normal working hours, 8:00 a.m. to 4:00 p.m., Monday through Friday.
- 3) Missouri Ornamental Iron Co., Inc. shall use its best efforts to achieve timely completion of the work described in the Proposal.
- 4) Customer to be responsible for obtaining any permits, variances, inspections, etc.. if required.
- 5) Missouri Ornamental Iron Co., Inc. is not responsible for any underground utilities (IE: low voltage, irrigation, gutter drains, etc.....).
- 6) Customer to provide 10 ft. wide clear access to the work area.
- 7) Missouri Ornamental Iron Co., Inc. is not responsible for the structural integrity, rework and/or replacement of existing conditions during and after installation.
- 8) Missouri Ornamental Iron Co., Inc. is not responsible for any smoke, smell, noise, vibration, etc. during working hours.
- 9) Although every effort will be made to protect all existing conditions during installation, some minor damage, (scuffs, scratches, fingerprints, footprints, etc.), may occur due to the nature of handling and installing ornamental iron. Therefore, Missouri Ornamental Iron Co., Inc. can only accept liability for damages over 10% to any original existing conditions.
- 10) A 50% deposit is required prior to the start of your project. We will request this deposit as your job approaches its place on our production schedule. This ensures we can accurately allocate materials and labor without requiring early payment during longer lead-times.



# KENNEDY FENCE

8632 WABASH AVE.  
ST. LOUIS, MO 63134  
Phone: (314) 521-0936  
Fax: (314) 521-0947

DATE 10/23/25  
INVOICE NUMBER \_\_\_\_\_  
CUSTOMER P.O. \_\_\_\_\_  
PHONE \_\_\_\_\_

NAME City of V City JOB 2 rails  
ADDRESS \_\_\_\_\_ LOCATION 7210 O/Vr  
ZONE Att: TODD

TYPE FENCE P.P.E. Rails 1 1/2" O.D. #40 P.P.E.

Approx 10' - Each 2 Total

TYPE GATE \_\_\_\_\_

# CONTRACT

GATE POST \_\_\_\_\_

TERMINAL POST \_\_\_\_\_

TOPRAIL \_\_\_\_\_

LINE POST \_\_\_\_\_

BRACE \_\_\_\_\_

INSTALL 2 Rails on Steps  
Each End Squared off as Requested

KENNEDY FENCE CORP. NOT RESPONSIBLE FOR ANY UNDERGROUND DAMAGES

IT IS FURTHER AGREED THAT THE PURCHASER SHALL BE RESPONSIBLE FOR LOCATING ALL PROPERTY LINES AND IN THE EVENT ANY INSTALLATION BY THE COMPANY IS RELOCATED, IT SHALL BE AT THE EXPENSE OF THE PURCHASER.

IT IS FURTHER AGREED THAT THE PURCHASER IS RESPONSIBLE FOR REMOVAL OF ALL PROPERTY BELONGING TO THEM SUCH AS TREES, SHRUBS, SOO, OLD FENCE AND POSTS, ETC., NOT COVERED BY THIS CONTRACT, TO CLEAR FENCE LINE AND AFTER COMPLETION OF WORK.

PROPERTY OWNER IS TO OBTAIN NECESSARY PERMIT TO ERECT FENCE

ALL WORK AND LABOR DONE AND MATERIALS FURNISHED BY THE COMPANY SHALL, UPON COMPLETION BE INSPECTED BY THE PURCHASER AND FAILURE TO NOTIFY THE COMPANY WITHIN FIVE (5) DAYS FROM COMPLETION OF ANY DEFECTS IN WORKMANSHIP AND/OR MATERIALS SHALL BE DEEMED FINAL AND COMPLETE ACCEPTANCE BY THE CUSTOMER.

## "Notice to the Purchaser"

- (1) Do not sign this contract before you read if it contains any blank spaces.
- (2) You are entitled to an exact copy of this contract you sign.
- (3) Under the law you have the right to pay off in advance the full amount due and under certain circumstances to obtain a partial refund of the time charges.

ALL DIGGING NOT SPECIFIED ABOVE THROUGH CONCRETE, BLACK TOP, UNDERGROUND FOUNDATIONS, ROCK FILLED GROUND, AND ETC., WILL BE SUBJECT TO EXTRA CHARGES.

ALL WORK STATED ON THIS CONTRACT IS TO BE DONE AT ONE TIME; IF WORK DONE IN PARTS THE PRICE WILL BE HIGHER THAN STATED BELOW.

TERMS: CASH-25% DOWN PAYMENT OR THREE CREDIT REFERENCES REQUIRED BEFORE START OF JOB. CASH TOTAL OR BALANCE DUE WITHIN 10 DAYS OF COMPLETION OR FIRST INVOICE. ANY BALANCE OVER 10 DAYS WILL BE SUBJECT TO A 1% SERVICE CHARGE. ANY BALANCE OVER 30 DAYS WILL BE SUBJECT TO A 2% SERVICE CHARGE. ANY DEFAULT OF PAYMENT WHEN DEMAND IS MADE, ALL COSTS OF COLLECTION PLUS 8% INTEREST WILL BE CHARGED TO OWNER OR AGENT.

ANY ALTERATIONS OR DEVIATIONS FROM THE PLANS INVOLVING EXTRA EXPENSE TO US ARE SUBJECT TO AN ADDITIONAL CHARGE.

ALL SALVAGE OF SAID JOB SHALL BECOME PROPERTY OF CONTRACTOR.

IT IS AGREED THE CONTRACTOR IS NOT BOUND BY ANY CONTRACTS, REPRESENTATIONS OR AGREEMENTS UNLESS HERIN SET FORTH. IT IS EXPRESSLY STIPULATED AND AGREED UPON THAT THE CONTRACTOR SHALL NOT BE LIABLE FOR DELAYS, DAMAGES, OR LOST OCCASION BY ACTS OF GOD, STRIKE, WEATHER, LACK OF MATERIALS OR LABOR, THE ACTS OF OTHER CONTRACTORS OR ANY OTHER CAUSES BEYOND HIS CONTROL.

OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

NO VERBAL AGREEMENTS NOT SPECIFIED ABOVE ARE TO BE CONSIDERED.

OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE.

CONTRACT TO BE NULL AND VOID IF NOT ACCEPTED WITHIN 14 DAYS.

THIS CONTRACT NULLIFIES ANY PREVIOUS CONTRACT OR AGREEMENT ENTERED INTO BY AND BETWEEN BOTH PARTIES.

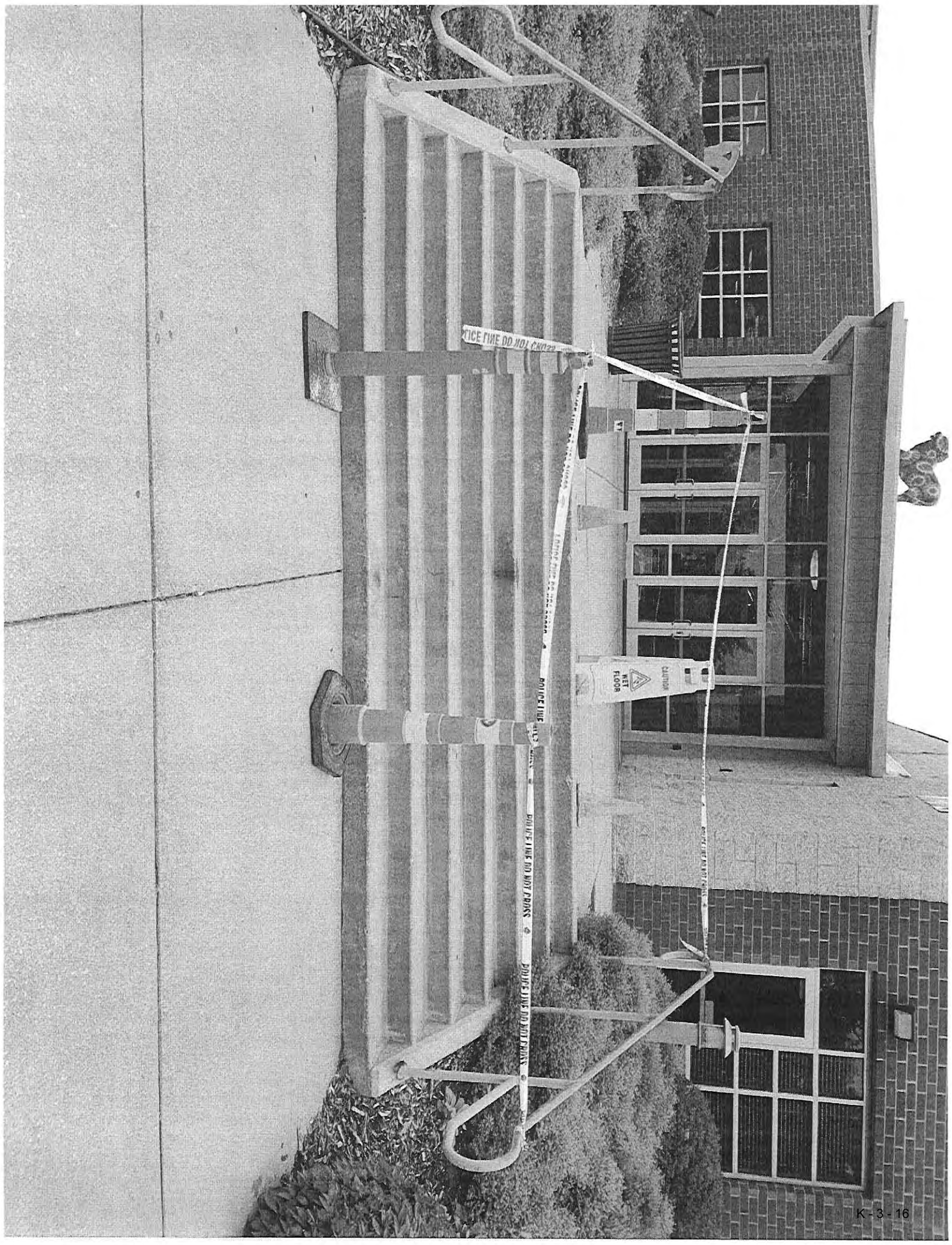
AS OWNER OF THE ABOVE BUILDING, DO HEREBY AGREE AND ACCEPT TO THE FOREGOING PROPOSAL WITH ITS SPECIFICATIONS, TERMS AND CONDITIONS.

TOTAL PRICE \$ 3855.00

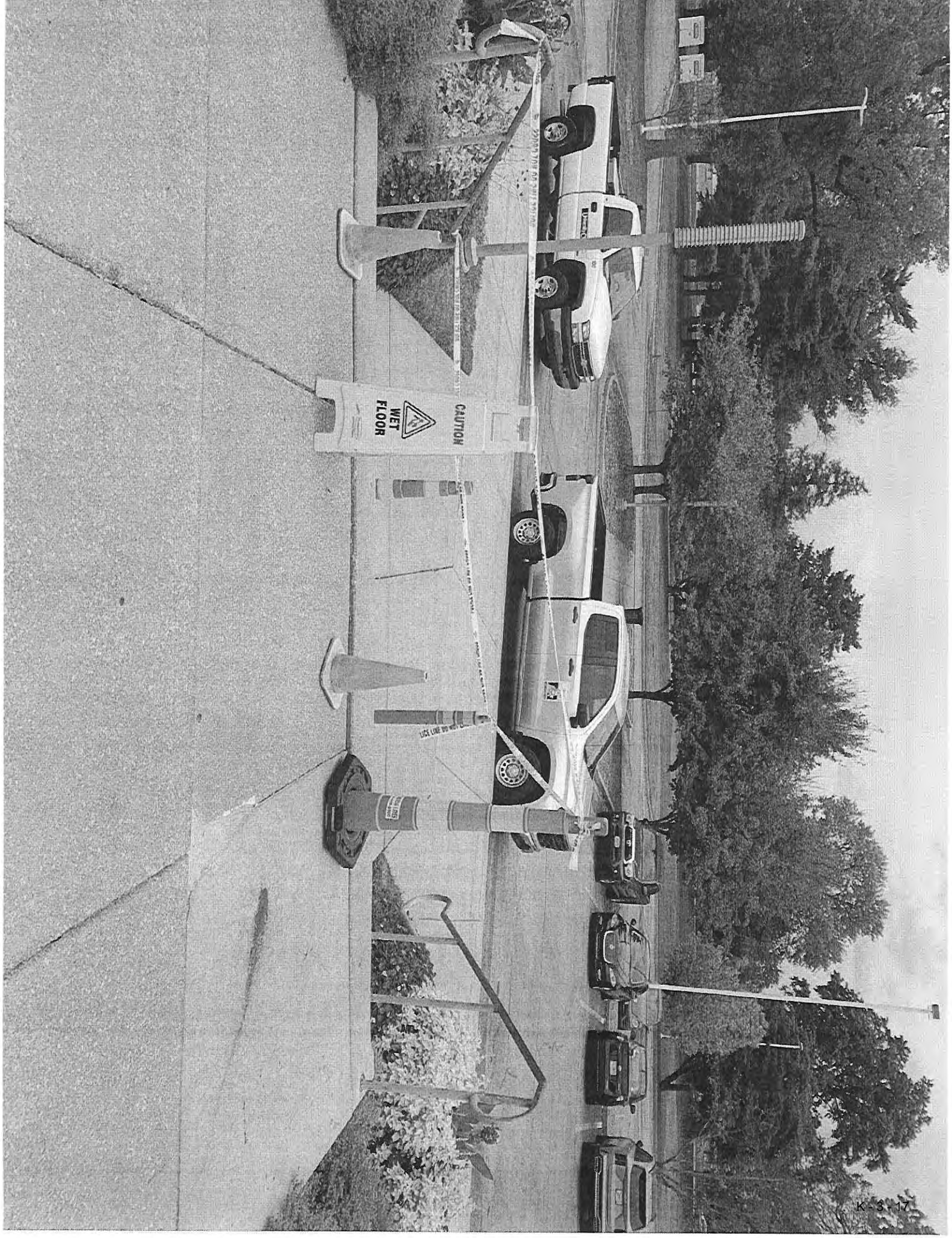
ACCEPTED BY  
Signature \_\_\_\_\_

Signature \_\_\_\_\_

DATE \_\_\_\_\_









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



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>NB20251011-01</b>
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**SUBJECT/TITLE:**

Resolution for Fiscal Year 2024-2025 (FY2025) Budget Amendment #4

**PREPARED BY:**

Keith Cole, Director of Finance

**DEPARTMENT / WARD**

Finance / All

**AGENDA SECTION:**

New Business - Resolution

**CAN ITEM BE RESCHEDULED?**

No

**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**

City Manager recommends approval of the Resolution for fiscal year 2024-2025 (FY2025) Budget Amendment #4.

**FISCAL IMPACT:**

Increase in Fund Balance-General Fund \$1,120,345; Olive I-170 TIF Fund RPA-1 \$372,935; Third Ward Revitalization Fund RPA-2 \$53,100; and Olive I-170 TIF Fund RPA-3 \$340,800

**AMOUNT:**

Various

**ACCOUNT No.:**

See Detail - Various

**FROM FUND:**

See Detail - Various

**TO FUND:**

See Detail - Various

**EXPLANATION:**

The changes in the General Fund, Olive I-170 TIF Fund RPA-1, Third Ward Revitalization Fund RPA-2, and Olive I-170 TIF Fund RPA-3 will have an increase in fund balance by \$1,120,345, \$372,935, \$53,100, and \$340,800, respectively.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**

The attached information is the fourth (4th) budget amendment of fiscal year 2025. The amendment incorporates the increases and decreases of revenues and expenditures of the mentioned funds. The change in the General Fund is mainly from Property Taxes, Use Tax, State Gas Tax, Grant Revenue-FEMA, Gross Receipts Taxes, Excavation & Driveway, Building & Zoning, and Misc Operating Revenue, then offset by expenses related to technology services, temporary labor in facilities and public area maintenance, flood mitigation, equipment rental, and utilities in aquatics.

**CIP No.**

N/A

**RELATED ITEMS / ATTACHMENTS:**

1. Budget Amendment Details
2. Resolution for Approval of the Amendment

**LIST CITY COUNCIL GOALS (S):**

Prudent Fiscal Management

**RESPECTFULLY SUBMITTED:**

City Manager, Gregory Rose

**MEETING DATE:**

November 10, 2025

**FY25 Budget Amendment #4**  
**To Be Approved by City Council**  
**November 10, 2025**

**General Fund:**

	<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
	<u>Revenues</u>			
1)	4001 Real Property - Current	28,300		Increase in collection of real property tax than anticipated
2)	4005 Real Property - Delinquent	1,900		Increase in collection of real property tax than anticipated- delinquent
3)	4010 Personal Property - Current	11,400		Increase in collection of pers property tax than anticipated
4)	4015 Personal Property - Delinquent	5,330		Increase in collection of personal property tax than anticipated-Delinquent
5)	4030 Interest & Penalties on Del Tax	18,650		Increase in collection of Interest on delinquent prop taxes
6)	4101 Local Use Tax	262,250		Increase due to favorable collections than anticipated
7)	4105 County-wide Sales Tax	11,900		Increase due to favorable collections than anticipated
8)	4150 State Gas Tax	192,000		Increase due to favorable collections than anticipated
9)	4160 County Road Fund	9,400		Increase due to higher proceeds from St. Louis County than were anticipated
10)	4207 Grant Revenue - FEMA	690,575		Increase due to recognizing revenue received from FEMA due to the flood.
11)	4401 Electric	156,450		Increase due to fluctuations in weather and usage
12)	4425 Fiber Optic Cell Phones Cloud Base	9,800		Increase due to fiber optics, cell phone usage
13)	4812 Opioid Settlement	11,400		Increase due to receiving settlement amounts from additional Distributors
14)	4501 Excavation & Driveway	196,000		Increase due to Spire payments rcvd for permits PW
15)	4505 Building & Zoning	122,400		Increase due to fees related to building projects
16)	4545 Weed & Debris - Current	89,000		Increase due to billing out more than anticipated citations
17)	4550 Weed & Debris - Delinquent	73,000		Increase due to receiving more than anticipated from delinquent billing from St. Louis Co.
18)	4804 Misc Operating Revenue	477,000		Increase due to receiving funds from development
19)	4852 Interest / Dividend - Investments	2,500		Increase due to favorable market conditions
	<b>Change in Revenues - Increase</b>		<b>2,369,255</b>	

**FY25 Budget Amendment #4**  
**To Be Approved by City Council**  
**November 10, 2025**

<b><u>General Fund:</u></b>		Expenditure	Expenditure	Description
<u>Account</u>	<u>Expenditures</u>	<u>Increase</u>	<u>Decrease</u>	
				-
1)	<b>City Manager's Office</b>			
01.12.05.6011	Settlement	48,000	-	Increase in Settlement due to settling cases;
01.12.05.6020	Legal Services	48,000	-	increase in legal services for legal matters
01.12.05.6040	Events & Reception	-	-	offset by the increase in revenues
		-	-	
2)	<b>Human Resources</b>	-	-	
01.14.07.5001	Salaries-Full Time	4,000	-	
01.14.07.5540	EAP	-	(4,000)	
01.14.07.6050	Maintenance Contracts	-	-	Increase in Salaries and Professional Services;
01.14.07.6090	Postage	-	-	Offset by EAP and Technology Services
01.14.07.6010	Professional Services	10,000	-	No impact to fund reserves.
01.14.07.6120	Professional Development	-	-	
01.14.07.6170	Insurance - Liability	-	-	
01.14.07.6560	Technology Services	-	(10,000)	
		-	-	
3)	<b>Finance</b>	-	-	
01.16.08.5001	Salaries-Full Time	-	(16,700)	
01.16.08.6001	Auditing & Accounting	19,000	-	Increase in Auditing & Accounting, Professional
01.16.08.6010	Professional Services	28,000	-	Services, and Maint Contracts; Offset by
01.16.08.6050	Maintenance Contracts	14,700	-	Salaries, Postage, & Bank Credit Card Fees
01.16.08.6090	Postage	-	(30,000)	No impact to fund reserves
01.16.08.6770	Bank & Credit Card Fees	-	(15,000)	
4)	<b>Information Technology</b>			
01.18.11.5001	Salaries-Full Time	-	(15,000)	
01.18.11.6130	Advertising & Public Notices	-	-	Increase in Telephone, Internet, Technology
01.18.11.6170	Insurance Liabiltiy	-	-	Services, and Computer Equipment; Offset by
01.18.11.6175	Privacy Liability & Network Security	-	-	Salaries and Office Equipment Maint. Remaining
01.18.11.6270	Telephone & Mobile Devices	40,600	-	amount offset by increase in revenues.
01.18.11.6320	Internet Services	42,700	-	
01.18.11.6400	Office Equipment Maintenance	-	(30,000)	
01.18.11.6560	Technology Services	30,800	-	
01.18.11.8120	Computer Equipment	11,300	-	
5)	<b>Municipal Courts</b>			
01.20.14.5001	Salaries-Full Time	-	-	
01.20.14.5340	Salaries-Part Time & Temp	-	-	
01.20.14.5380	Overtime	14,500	-	
01.20.14.6050	Maintenance Contracts	-	-	Increase in Overtime; Offset by Professional
01.20.14.6120	Professioanl Development	-	(4,000)	Development, Printing Services, Office Equip
01.20.14.6150	Printing Services	-	(6,000)	Maint, and Technology Services
01.20.14.6400	Office Equipment Maintenance	-	(1,000)	No impact to fund reserves
01.20.14.6560	Technology Services	-	(3,500)	
6)	<b>Police</b>			
01.30.20.5001	Salaries-Full Time	-	(239,800)	
01.30.20.5220	Injury Leave	-	-	
01.30.20.5230	Injury Leave - Taxable	-	-	Increase in Overtime, Workers Comp, Medical
01.30.20.5340	Salaries-Part-time & Temp	-	-	Ins, Soc Sec Cont, Residency Allow, and Ins-
01.30.20.5380	Overtime	11,800	-	Police Liability; Offset by Salaries
01.30.20.5420	Workers Compensation	51,300	-	No impact to fund reserves
01.30.20.5460	Medical Insurance	120,300	-	
01.30.20.5660	Social Security Contributions	20,700	-	
01.30.20.5780	Residency Allowance	11,400	-	
01.30.20.6230	Insurance-Police Liability	24,300	-	

**FY25 Budget Amendment #4**  
**To Be Approved by City Council**  
**November 10, 2025**

<b><u>General Fund:</u></b>		Expenditure	Expenditure	Description
Account	Expenditures	Increase	Decrease	
7) <b>Fire</b>				
01.35.25.5001	Salaries-Full Time	-	(250,000)	
01.35.25.5022	Education Leave	-	-	Increase in Injury Leave, Overtime, Workers
01.35.25.5220	Injury Leave	28,210	-	Comp, Maint Contracts, Ins Prop & Auto, Ins
01.35.25.5340	Salaries-Part-time & Temp	-	-	Flood, Flood Mitigation, and Vehicles
01.35.25.5380	Overtime	168,900	-	Equipment; Offset by Salaries, Med Insurance,
01.35.25.5420	Workers Compensation	33,500	-	Technology Services, and Tuition Reimburse;
01.35.25.5460	Medical Insurance	-	(20,000)	Remaining amount to be offset by increase in
01.35.25.5700	Clothing Allowance	-	-	revenues.
01.35.25.6050	Maintenance Contracts	15,000	-	
01.35.25.6160	Insurance Property & Auto	19,000	-	
01.35.25.6170	Insurance Liability	-	-	
01.35.25.6210	Insurance - Flood	7,500	-	
01.35.25.6560	Technology Services	-	(10,000)	
01.35.25.6600	Tuition Reimbursement	-	(5,000)	
01.35.90.8131	Flood Mitigation Expenses	39,000	-	
01.35.90.8200	Vehicles & Equipment	91,000		Increase due to purchase of Lucas CPR device
8) <b>Public Works - Admin &amp; Engineering</b>				
01.40.30.5001	Salaries Full-Time	-	(11,500)	
01.40.30.5340	Salaries -Part-Time & Temp	-	(10,000)	Increase in Temporary Labor; Offset by
01.40.30.5380	Overtime	-	-	Salaries and Part-Time Salaries; No impact to
01.40.30.5420	Workers Compensation	-	-	fund reserves
01.40.30.6070	Temporary Labor	21,500	-	
9) <b>Public Works - Public Area Maintenance</b>				
01.40.32.6050	Maintenance Contracts	48,000	-	Increase in Maintenance Contracts, Temporary
01.40.32.6070	Temporary Labor	74,000	-	Labor, Equipment Maintenance, and Chemicals;
01.40.32.6170	Insurance Liability	-	-	Offset by the increase in revenues
01.40.32.6380	Equipment Maintenance	24,500	-	
01.40.32.7210	Chemicals	53,200		
10) <b>Public Works - Facilities Maintenance</b>				
01.40.36.5001	Salaries Full-Time	-	(50,000)	
01.40.36.5220	Injury Leave	-	-	Increase in Professional Services, Temporary
01.40.36.5340	Salaries-Part-Time & Temp	-	-	Labor, Equipment Maintenance; Offset by
01.40.36.6010	Professional Services	20,000	-	Salaries, Natural Gas, and Electricity; Remaining
01.40.36.6050	Maintenance Contracts	-	-	amount to be offset by increase in revenues
01.40.36.6070	Temporary Labor	86,500	-	
01.40.36.6250	Natural Gas	-	(15,000)	
01.40.36.6260	Electricity	-	(10,000)	
01.40.36.6380	Equipment Maintenance	51,700	-	
11) <b>Public Works - Capital Improvements</b>				
				Increase due to renting vehicles and equipment
01.40.90.8130	Flood & FEMA Expenses	82,000	-	related to the flood; not included in original budget;
				offset by increase in revenues
01.40.90.8131	Flood Mitigation Expenses	58,500	-	Increase due to finishing up on FEMA projects;
				plan is to get reimbursed on the remaining
				flood projects; offset by increase in revenues
12) <b>Planning &amp; Zoning</b>				
01.45.40.5001	Salaries Full-Time		(25,800)	
01.45.40.5220	Injury Leave			
01.45.40.5340	Salaries Part-Time & Temp			Increase in Overtime, Medical Insurance, Maint
01.45.40.5380	Overtime	11,800		Contracts; Offset by Salaries and Professional
01.45.40.5460	Medical Insurance	14,000		Services; No impact to fund reserves
01.45.40.5660	Social Security Contributions			
01.45.40.5740	Pension Contribution Nonunif			
01.45.40.5900	Medicare			
01.45.40.6010	Professional Services		(68,000)	
01.45.40.6050	Maintenance Contracts	68,000		

**FY25 Budget Amendment #4**  
**To Be Approved by City Council**  
**November 10, 2025**

<b><u>General Fund:</u></b>				
<u>Account</u>		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
	<u>Expenditures</u>			
13)	<b>Parks, Recreation &amp; Public Area Maintenance - Park Maintenance</b>			
01.50.45.5001	Salary-Full-Time	32,000	-	
04.50.45.5220	Injury Leave	-	-	Increase in Various expenditures; Offset by Professional Services, Maint Contracts, Ins-Flood, Technology Services, Concret Clay Products, & Agriculture Supplies; Remaining offset by the increase in revenues
04.50.45.5340	Salaries Part Time & Temp	-	-	
01.50.45.5380	Overtime	20,000	-	
01.50.45.5420	Workers Compensation	-	-	
01.50.45.5460	Medical Insurance	14,000	-	
01.50.45.6010	Professional Services	-	(5,000)	
01.50.45.6050	Maintenance Contracts	-	(217,000)	
01.50.45.6070	Temporary Labor	60,000	-	
01.50.45.6150	Printing Services	-	-	
01.50.45.6160	Insurance-Property & Auto	9,000	-	
01.50.45.6170	Insurance-Liability	-	-	
01.50.45.6210	Insurance - Flood	-	(10,000)	
01.50.45.6280	Water	25,000	-	
01.50.45.6290	Sewer	41,000	-	
01.50.45.6380	Equipment Maintenance	11,000	-	
01.50.45.6540	Equipment Rental	46,000	-	
01.50.45.6560	Technology Services	-	(5,000)	
01.50.45.6700	Misc Operating Services	-	-	
01.50.45.6760	Disaster & Storm Expenses	50,000	-	
01.50.45.6770	Bank & Credit Card Fees	-	-	
01.50.45.7290	Concrete & Clay Products	-	(10,000)	
01.50.45.7130	Agricultural Supplies	-	(15,000)	
14)	<b>Parks, Recreation &amp; Forestry - Aquatics</b>			
01.50.51.6250	Natural Gas	-	-	Increase in Electricity and Water; Offset by the increase in revenues
01.50.51.6260	Electricity	96,000	-	
01.50.51.6280	Water	26,000	-	
15)	<b>Parks, Recreation &amp; Public Area Maintenance - Capital Improvements</b>			
				Increase due to renting vehicles and equipment related to the flood; not included in original budget; offset by increase in revenues
01.50.90.8130	Flood & FEMA Expenses	126,000	-	
				Increase due to finishing up on the FEMA projects; plan is to get reimbursed on the remaining flood projects; offset by increase in revenues
01.50.90.8131	Flood Mitigation Expenses	238,000	-	
<b>Change in Expenditures - Increase</b>			<b>1,248,910</b>	
<b>Total General Fund</b>				
<b>Increase to Fund Balance</b>			<b>1,120,345</b>	

The effect on the General Fund from these amendments are as follows:

Original Adopted Budget (Deficit)	\$ (2,299,835)
Change in Budget Amendment #1	-
Balance after Budget Amendment #1	\$ (2,299,835)
Change in Budget Amendment #2	(87,800)
Balance after Budget Amendment #2	(2,387,635)
Change in Budget Amendment #3	859,832
Balance after Budget Amendment #3	(1,527,803)
<b>Change in Budget Amendment #4</b>	<b>1,120,345</b>
<b>Balance after Budget Amendment #4</b>	<b>(407,458)</b>

**FY25 Budget Amendment #4  
To Be Approved by City Council  
November 10, 2025**

**Olive I-170 TIF Fund (T2) RPA-1**

<u>Account</u>		<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1)	30.4035      Payment in Lieu of Taxes	227,935		Increase due to receipts of Payment in Lieu of Taxes for RPA 1.
	30.4045      TIF Revenue	3,726,000		Increase due to receipts of sales tax that was not originally budgeted.
	30.4047      CID Revenue	1,899,000		Increase due to generating revenue in the CID
	30.4852      Interest - Investment	131,000		Increase due to favorable market conditions
	30.4867      Unrealized Gain on Investment	125,000		Increase due to favorable market conditions
		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
2)	30.12.73.6010    Professional Services	35,000		Increase due to Professional Services related to the TIF
	30.12.73.9070    Community Dev Expense	92,000		Increase due to required transfers to the Trustee, BOKF, per the Trust Indenture. Funds to come from fund reserves.
	30.12.73.9150    Debt Service - Principal	960,000		Increase due to redemption of principal portion on the TIF Bonds
	30.12.73.9240    Interest Expense	4,649,000		Increase due to interest portion of TIF Bonds/Notes
<b>Total Olive I-170 TIF Fund (T2) RPA-1 Increase to Fund Balance</b>			<b>372,935</b>	

**Third Ward Revitalization Fund (RPA 2)**

<u>Account</u>		<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1)	31.4035      Payment in Lieu of Taxes	5,600		Increase due to receipts of Payment in Lieu of Taxes for RPA 2.
	31.4045      TIF Revenue	8,100		Increase due to receipts of sales tax above the base.
	31.4867      Unrealized Gain on Investment	114,000		Increase due to favorable market conditions
		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
2)	31.12.73.6010    Professional Services	54,000		Increase due to payments for Prof Services
	31.12.73.9070    Community Dev Expense	20,600		Increase due to collecting of surplus pilots that are then returned to St. Louis County Collector per the trust indenture. Funds to come from fund reserves
<b>Total Third Ward Revitalization Fund (RPA 2) Increase to Fund Balance</b>			<b>53,100</b>	



**FY25 Budget Amendment #4  
To Be Approved by City Council  
November 10, 2025**

**Olive I-170 TIF Fund (T4) RPA-3**

	<u>Account</u>		<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1)	32.4030	Interest & Penalties on Del Tax	-		
	32.4035	Payment in Lieu of Taxes	518,300		Increase due to receipts of Payment in Lieu of Taxes
	32.4045	TIF Revenue	81,500		for RPA 3 and receipts of sales tax above the base.

	<u>Account</u>		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
2)	32.12.73.9070	Community Development Exp	259,000		Increase due to collecting of surplus pilots that are then returned to St. Louis County Collector per the trust indenture. Funds to come from fund reserves

**Total Olive I-170 TIF Fund (T4) RPA-3  
Increase to Fund Balance**

**340,800**

