



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor

6801 Delmar Blvd., University City, Missouri 63130
Monday, December 8, 2025
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)

E. APPROVAL OF MINUTES

1. November 24, 2025, Draft Regular Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Amy Gascon and John Solodar are nominated for re-appointment to the Park Commission by Councilmember Steve McMahon.
2. James Wilke is nominated for a special 1-year extension re-appointment to the Park Commission by Councilmember Steve McMahon.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Ethan McCollum was sworn in to the Board of Appeals on December 2nd in the 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 Chamber. 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, 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 note 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

1. Liquor License – The Passport Cocktail and Wine Bar; 6275 Delmar Blvd., 63130

K. CONSENT AGENDA (1 voice vote required)

1. UCPD Duty Weapon and Equipment Purchase
2. Ferguson Avenue Sidewalk Improvements Project-TAP-5402(622) M&H Concrete Contractors Inc.
3. Liquor License – The Passport Cocktail and Wine Bar; 6275 Delmar Blvd., 63130
4. Memorandum Of Understanding with Ready Readers for Installation and Maintenance of twenty (20) permanent storybook displays at Fogerty Park
5. Mini Pitch Program Donation Agreement – Fiscal Year 2026 between US Soccer Foundation for installation of a Mini Pitch at Heman Park
6. Ratification of Professional Services Agreement with WithumSmith+Brown, PC for Appraisal Services for FMA and HMGP FEMA Flood Buyout Program
7. Ratification of Agreement with Security Title for Title Services for FMA and HMGP and FEMA Flood Buyout Program

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

1. City Manager Updates

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

1. **Bill 9577** - AN ORDINANCE AMENDING SECTION 130.580 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO NON-UNIFORMED EMPLOYEES RETIREMENT SYSTEM BENEFIT ADJUSTMENTS, BY INCREASING MONTHLY BENEFITS TO RETIREES AND THEIR BENEFICIARIES OTHER THAN CHILDREN BY ONE PERCENT

N. NEW BUSINESS

Resolutions (voice vote required)

Bills (Introduction and 1st 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 and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees.

S. ADJOURNMENT

The public may also observe via:

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

NOTE (6/20/25 Update):

- The only entrance for City Council meetings will be via the WEST side door (Trinity Ave.)

Posted December 5, 2025.

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 24, 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, November 24, 2025, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

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

Also in attendance were City Manager Gregory Rose, City Attorney John Mulligan, Jr., and Deputy City Manager/Director of Economic Development, Brooke Sharp.

C. APPROVAL OF AGENDA

Mr. Rose requested that Item K (3), Municipal Park Grant - Round 2025 for Heman Park Athletic Court renovations, be moved to the City Manager's Report.

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

Councilmember Tieman moved to approve the Agenda as amended, it was seconded by Councilmember Clay, and the motion carried unanimously.

D. PROCLAMATIONS (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. November 10, 2025, Draft Regular Meeting Minutes were moved by Councilmember McMahon, it was seconded by Councilmember Brenner, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Alvin Franklin is nominated for appointment to the Traffic Commission as a fill-in by Councilmember Stacy Clay, it was seconded by Councilmember Fuller, and the motion carried unanimously.
2. Liza Holman is nominated for appointment to the Traffic Commission as a fill-in by Councilmember Dennis Fuller, it was seconded by Councilmember Tieman, and the motion carried unanimously.

3. Emily Johansonis is nominated for appointment to the Board of Adjustments as a fill-in by Councilmember Dennis Fuller, it was seconded by Councilmember McMahon, and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

1. Angel Simmons was sworn into the Park Commission on November 7, 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 Chamber. 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, 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 note if your comment is on an agenda or a non-agenda item. If a name and address are not provided, the comment provided will not be recorded in the official record.

Citizen Comments

Hannah Brick, 1079 Wilson Avenue, U City, MO

Ms. Brick stated that the RFQs for the Title and Appraisal services, which closed on October 31st, are still under review by the City's committee and legal team. Her family's hope is that these decisions can be made without delay since no movement can be made on the buyout until these services are voted on and approved by the City Council following the City's review.

Whenever possible, Ms. Brick stated that she and her husband are committed to attending each City Council meeting to keep this project in the front of your minds. She stated that they were able to view the Study Session held this past weekend and appreciated the time spent on this issue. Their sincere hope is that you, the City Council; their voice and representation, continue to prioritize moving this project forward as quickly as possible. With the understanding that the holiday season brings unique challenges to any workplace, including a slower work pace and extended time out of the office, each delay simply adds to the time that she and her family have to spend in a house that is uncomfortable and holds so many traumatic memories. Yet, this is where they will be spending another holiday season.

While they are disappointed not to see a vote for the Title and Appraisal Services on tonight's agenda, the hope is that Council's commitment to her and her neighbors, who count on this body to represent them as their voice in City Hall, will carry out a vote before the end of the year. Thank you.

Mayor Crow stated that while Council typically does not respond to citizens' comments, he had the opportunity to read Ms. Brick's written statement before tonight's meeting. And since this case falls under the policy for administrative contracts, he would like to test the waters to determine if Council is willing to have the City Manager sign the contract once it has been vetted and then ratify it at the next Council meeting? (*There were no verbal objections by Council*).

I. COUNCIL COMMENTS

None

J. PUBLIC HEARINGS

1. Liquor License - The Posh Nosh, LLC; 7359 Forsyth Blvd. 63105

Mayor Crow opened the Public Hearing at 6:36 p.m., and after acknowledging that there were no written or oral comments, the hearing was closed at 6:36 p.m.

K. CONSENT AGENDA - (1 voice vote required)

1. Liquor License - The Posh Nosh, LLC; 7359 Forsyth Blvd. 63105
2. Ratification of 2023 and 2024 GEMT Supplemental Reimbursement Non-Federal Share amount paid to the Missouri HealthNet Division (MO Dept of Social Services).
3. Municipal Park Grant - Round 2025 for Heman Park Athletic Court renovations; (*moved to City Manager's Report*)
4. FY23 Facade Improvement Project (8327 Olive)

Councilmember Fuller moved to approve Items 1, 2, and 4 of the Consent Agenda, it was seconded by Councilmember Clay, and the motion carried unanimously.

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

1. Municipal Park Grant - Round 2025 for Heman Park Athletic Court renovations
Mr. Rose stated staff is recommending that Council approve the Municipal Park Grant Agreement in the amount of \$575,000 for improvements to the Heman Park Athletic Court. The grant requires a matching fund, not to exceed \$72,000. Mr. Rose then asked Ms. Sharp to present Council with additional information regarding the process.

Ms. Sharp stated that Council passed a Resolution in August to apply for this grant, and during those discussions, requests were made to relocate the basketball courts, mini-pitch area, and Pickleball courts. Unfortunately, based on FEMA's updated map, which was included in Council's packet, the areas proposed for these relocations are within the floodplain. So that is the reason why the Athletic Court improvements were selected.

Councilmember Smotherson stated that the reason the location is important is because of the 2014 Heman Park Master Plan. He then posed the following questions to Ms. Sharp:

Q. Are you stating that the rest of the park is in a floodplain?

A. I was informed that relocating the mini pitch area behind Jack Buck Field, the basketball courts next to Centennial Commons, and the Pickleball courts next to the Heman Park tennis courts are all considered to be in the floodplain. Staff noted that the Heman Master Plan was created in 2014, and that FEMA released its new Floodplain Map in 2015, which identified all of the proposed locations as being in the floodplain.

Q. So, the City would not be eligible for the grant if it used the other options for the north side of the park because it is in the floodplain?

A. That is my understanding.

Councilmember Smotherson stated that, based on FEMA's 2015 determinations, the next announcement should be that the 2014 Master Plan is void, completely irrelevant, and the City should be working on developing a new one.

Mayor Crow questioned whether the Master Plan should go back to staff and the Parks Commission for the appropriate modifications? Mr. Rose stated that discussions have already been conducted with the Parks Commission about the need to update the Master Plan, so he anticipates that occurring.

However, Council should also keep in mind that just because portions of the park are in the floodplain, it does not completely prevent you from conducting activities that are acceptable within those areas. So, staff and the Commission will need to discern what they can and cannot do based on the information they've received from FEMA. Mayor Crow stated he thinks this also begs the question of whether there are other comprehensive plans that the new map impacts.

Councilmember Smotherson stated that since this is such a major purchase, he wonders if there is a way to approve the grant and hold the location in abeyance pending further review by the Parks Commission. That way, we could ensure that this project will not be implemented without first having a plan in place.

Mr. Rose stated that you could not make any changes without running the risk of losing the grant completely. What the Council can do is reject the grant and start over; although that would not be his recommendation since he believes that doing so could impact future funding opportunities.

Councilmember Smotherson stated that jeopardizing the grant was not his intent.

Mayor Crow stated that in no way does he want to jeopardize the grant, but it does seem like a change in the FEMA Flood Map might be an instance where the County would allow the City to have a little bit of leeway on the location.

Ms. Sharp stated what was relayed to her by staff is that if the City decides not to accept the grant as awarded or deviates from the original plan that it would run the risk of losing this grant, as well as future funding.

Mr. Rose stated that staff would reach out to the County and FEMA before the commencement of any construction and confirm their positions on the questions that have been raised by Council.

Councilmember McMahon stated that as liaison to the Parks Commission, he would like to report that staff did make the Commission aware of the changes in FEMA's map. So, they understood the situation while they were having discussions with the folks coming up with these proposed locations, which occurred over multiple meetings. So, the issue was well fleshed out, and their decisions regarding Heman Park were premised on the fact that the Master Plan and FEMA's map were no longer aligned.

Councilmember Smotherson stated that he appreciated the information provided by Councilmember McMahon. Therefore, since the Master Plan is being used as a resource, his only concern is the need to make the public aware that it is null and void, and that a new one will have to be developed.

Mayor Crow stated based on Councilmember McMahon's history of the project, he no longer has a concern about the need to discuss the changes with St. Louis County.

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

2. City Manager Updates
None

M. UNFINISHED BUSINESS - (*Roll call vote required for 2nd and 3rd readings*)
None

N. NEW BUSINESS

Resolutions - (Voice vote required)

- 1. Resolution 2025-14** – To Implement The Missouri Blue Shield Program To Recognize Communities Dedicated To Effective Law Enforcement And Community Safety

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

Councilmember Smotherson stated that he would like to commend the Police Department and the City Manager for taking advantage of this state-wide program initiated by the Governor.

Voice vote on Councilmember Smotherson's motion carried unanimously.

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

Introduced by Councilmember Brenner

- 1. Bill 9577** - AN ORDINANCE AMENDING SECTION 130.580 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO NON-UNIFORMED EMPLOYEES RETIREMENT SYSTEM BENEFIT ADJUSTMENTS, BY INCREASING MONTHLY BENEFITS TO RETIREES AND THEIR BENEFICIARIES OTHER THAN CHILDREN BY ONE PERCENT.

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

Q. COUNCIL COMMENTS

Councilmember Fuller stated that two weeks ago, it was announced that the senior tax freeze was going to impact the County's revenue by approximately 26 million dollars. So, during the Council's Planning Meeting on Saturday, he asked the City Manager how this freeze would affect the City, and Mr. Cole presented the following information:

- U City has 18,066 residents who applied for the tax freeze
- The City's revenue from property taxes will be reduced by approximately \$53,000
- The School District's revenue will be reduced by \$391,000, and
- The Library's revenue will be reduced by \$3,500, for an overall total of \$475,000.

Mayor Crow made the following announcements:

- Congratulations go out to Joy Lieberman on what would have been her and Larry's 76th Wedding Anniversary. They were married across the street in what is now Bais Abraham, and had a pretty amazing family life that included five kids, nine grandchildren, and nine great-grandchildren.
- Candidate filings for the April 7, 2026, election open on Tuesday, December 9, 2025, and close on Tuesday, December 30, 2025. Applications may be obtained at City Hall in the City Clerk's Office on the second floor. Any questions should be addressed to the City Clerk.

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, and (13) Individually identifiable personnel records, performance ratings or records pertaining to employees.

Councilmember Brenner moved to go into a Closed Session, it was seconded by Councilmember Tieman.

Roll Call Vote Was:

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

Nays: None.

S. ADJOURNMENT

Mayor Crow wished everyone a happy Thanksgiving and closed the Regular Session at 6:53 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 7:35 p.m.

LaRette Reese,
City Clerk, MRCC

From: [Hannah Briick](#)
To: [Council Comments Shared](#); [Liam Briick](#)
Subject: 11/24/25 Comment
Date: Monday, November 24, 2025 11:41:54 AM

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

Hi LaRette,

Here are our comments for tonight. Thank you for all you do!

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.

The RFQ's for Title and Appraisal Services, which closed on October 31, 2025, are still in review by the city's committee and legal team. We hope that these decisions can be made without delay since no movement can be made on the buyout until these services are voted on and approved by the council following the city's review.

We are committed to attending each city council meeting we are able in order to keep this project in the front of your minds. Without any concrete updates or progress in the last two weeks, we have little to share.

Our sincere hope is that you, the city council, and our voice and representation, continue to prioritize moving this project as quickly as possible. We know the holiday season brings unique challenges to any workplace, including a slower work pace and extended time out of office. Each delay to this project adds to the time we have to spend in a house that is not comfortable and holds many traumatic memories. This is how we will spend another holiday season.

While we are disappointed not to see the vote for the Title and Appraisal Services on tonight's agenda, we hope that your commitment to us and our neighbors who count on you to represent us as our voice in City Hall will bring the vote before the end of the year.

Warmly,
Hannah & Liam Briick



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

NUMBER:

For City Clerk Use

PH20251208-01

SUBJECT/TITLE:

Liquor License - The Passport Cocktail and Wine Bar; 6275 Delmar Blvd., 63130

PREPARED BY:

Keith Cole - Director of Finance

DEPARTMENT / WARD

Finance / All

AGENDA SECTION:

Public Hearing

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

N/A

FISCAL IMPACT:

None

AMOUNT:

N/A

ACCOUNT No.:

N/A

FROM FUND:

N/A

TO FUND:

N/A

EXPLANATION:

The Passport Cocktail and Wine Bar has applied for All Kinds of Intoxicating Liquor, By the Drink, Retail liquor license.

STAFF COMMENTS AND BACKGROUND INFORMATION:

The Applicant / Managing Officer is Kaje Sanford. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Recommendations from University City citizens were obtained. Petition from business owners within a radius of 200 feet is included. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. 2024 personal property tax record for the applicant indicates payment of taxes. Current voter registration documentation for the applicant was provided.

CIP No.

RELATED ITEMS / ATTACHMENTS:

N/A

LIST CITY COUNCIL GOALS (S):

N/A

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

December 8, 2025

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



NUMBER:

For City Clerk Use

CA20251208-01

SUBJECT/TITLE:

UCPD Duty Weapon and Equipment Purchase

REQUESTED BY:

Chief Larry Hampton

DEPARTMENT / WARD

Police Department

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager Recommends Approval

FISCAL IMPACT:

UCPD Duty weapon purchase that includes: weapon, equipment, supplies, and training for this necessary transition. Approved CIP budgetary items for duty weapon replacements.

AMOUNT:

\$200,000.00

ACCOUNT No.:

#30-20-90-8200

FROM FUND:

CIP Duty Weapon & Equip #30-20-90-8200

TO FUND:

CIP Duty Weapon & Equip

EXPLANATION:

The Police Department is requesting the purchase of Springfield Armory 9mm duty weapons outfitted with optic sights and flashlight capabilities. the Springfield ECHELON 4.5 9mm handgun with three (3) 20 round magazines. This transitioning of duty weapons will require all new holsters and other support supplies (ammo, carriers, flashlights, and training) as well. All 115 weapons with sights, expanded magazines, flashlights, modernized duty holsters, ammo for training, and training for our instructors.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Springfield Armory will be able to deliver directly from the manufacturer the duty weapons, magazines, optics sights and other equipment that is needed for this transition. Springfield Armory will also train our firearm instructors in proper maintenance and armorer skills for this city purchase of public safety weapons for our purchase of their products.

CIP No.

RELATED ITEMS / ATTACHMENTS:

Springfield Armory quotes attached. Other quotes also attached for reference.

LIST CITY COUNCIL GOALS (S):

Public Safety

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

December 8, 2025

SPRINGFIELD ARMORY

LAW ENFORCEMENT QUOTE

Attn: Chief Larry Hampton
University City Police Department
6801 Delmar
University City, Mo 63130

November 14, 2025

QTY	PART#	DESCRIPTION
115	EC9549B-3U	ECHELON 4.5 9mm handgun With 3-20 round magazines
100	507 C X2	Holosun open reflex sight with 2 MOA red dot & 32 MOA red circle.

In addition to the listed equipment Springfield Armory will provide an Echelon armorers course for University City Police firearms staff.

Equipment cost total: \$69,983.60

NOTE: Price quoted is FET exempt requiring submission of federal tax-exempt form.

DELIVERY: 60-120 days from receipt of original purchase order.

SHIPPING: FOB Destination

PAYMENT: Per Agency Purchase Order as delivered.

VALIDITY: 90 days

Fred Mincks
LE Sales Manager
Springfield, Inc.
650 Weber Drive
Geneseo, IL. 61254
866-842-9530
fredm@springfield-armory.com



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0216236
Date	9/22/2025
Page:	1

Bill To:

University City Missouri Police Department

Ship To:

University City Missouri Police Department
6801 Delmar
University City MO 63130

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
GLOCKS	314-505-8654				0/0/0000	3,113,195	
Quantity	Item Number	Description			UOM	Unit Price	Ext. Price
115	GLOCK-PA455SB02MO	Glock 45 Gen5 9mm MOS COA Ameriglo NTF/I			EA	\$732.00	\$84,180.00
115	SAF-6360RDS-8972-41	Safariland 6360RDS Holster w/Light G47 STX F			EA	\$157.75	\$18,141.25

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is William Smith. Thank you for
your business.

Subtotal	\$102,321.25
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$102,321.25

SIOUX SALES COMPANY

The Police Store
P.O. Box 3276
714 Jackson Street
Sioux City, Iowa 51102
Phone: 712 255-1969 Fax: 712 255-7431
Toll Free 800 772-1772 Iowa Only 800 225-6677
www.siouxsales.com

QUOTATION

August 11, 2025

Captain Brian Isenberg
Commander, Bureau of Services
University City Police Department
6801 Delmar, University City, MO 63130
bisenberg@ucitymo.org

Dear Captain Isenberg:

In response to your request for quotation we are pleased to offer the following:

100 - Smith & Wesson M&P9 M2.0 Law Enforcement Optic Ready Pistol 9mm, with Standard Height Night Sights, & 3 – 17 round magazines, Includes, Holosun SCS-MP2-GR LEM Optic, Green Multi-Reticle, Aluminum, Solar Charging, S&W M&P 2.0 Pistol Cut. @ \$ 765.00 per package = \$ 76,500.00.

100 - Alien Gear Rapid Force Level 3 Holster Plain Black, R3-M-0880-BK-RH-LL-A0-B Right or Left Hand, @ \$ 149.85 each = \$ 14,985.00.

Please contact me with any questions. Thank you.

Sincerely,
Sioux Sales Company

By *Kurt Bornholtz*

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



NUMBER:
For City Clerk Use

CA20251208-02

SUBJECT/TITLE:

Ferguson Avenue Sidewalk Improvements Project-TAP-5402(622)
M & H Concrete Contractors Inc.

PREPARED 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 approval of the agreement with M & H Concrete Contractors for the Ferguson TAP Project and authorization to execute to contract contained in Council's packet.

FISCAL IMPACT:

\$753,895.25(Federal Share: \$552,414.00; City Share: \$201,481.25)

AMOUNT:

\$753,895.25

ACCOUNT No.:

12-40-90_8080

FROM FUND:

TO FUND:

EXPLANATION:

Ferguson is a federally funded Transportation Alternatives Program(TAP) project. The City advertised for bids and received eight (8) bids with all bidders pre-qualified with MoDOT. The project was advertised with two options: Base Bid, which includes regular concrete sidewalk, driveway approaches, curb ramps and curb and gutter and Base Bid plus Alternate 1, which includes exposed aggregate concrete sidewalk, driveway approaches, curb ramps and curb and gutter. M & H Concrete Contractors submitted the lowest bid for the base bid option at \$753,895.25. MoDOT has reviewed the bids and supports concurrence in awarding the contract to M & H Concrete Contractors.

STAFF COMMENTS AND BACKGROUND INFORMATION:

The City applied for the funding for this project several years ago and received a TAP Program Grant to make sidewalk improvements along Ferguson Avenue from Olive Blvd. to Melrose Avenue. The proposed improvements include new concrete sidewalks, curb and gutter, driveway approaches, and pavement striping. City staff supports selecting the Base Bid option using regular concrete, as it is the more cost-effective alternative compared to the exposed aggregate option.

CIP No.

RELATED ITEMS / ATTACHMENTS:

1. Contract
2. Construction Bid Concurrence
3. Bid Tabulation

LIST CITY COUNCIL GOALS (S):

Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

December 8, 2025

University City, Missouri

Ferguson Avenue Sidewalk Improvements

TAP-5402(622)

**University City, Missouri
6801 Delmar Boulevard
University City, Missouri 63051**

**CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING**

Ferguson Avenue Sidewalk Improvements

**Ferguson Avenue – Melrose Avenue to Olive Boulevard
St. Louis County
University City, Missouri**

University City, Missouri

Ferguson Avenue Sidewalk Improvements

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 20____, by and between University City, Missouri (hereinafter called the "Owner") and M & H Concrete Contractors, Inc., a corporation with offices located at 3151 Industrial Park Place West, St. Peters, Missouri 63376, (hereinafter called the "Contractor").

The project is identified as Ferguson Avenue Sidewalk Improvements, located in University City, Missouri, Federal Project No. TAP-5402(622), (hereinafter called "Project")

The Engineer is Cochran, with offices located at 1735 Westpark Center Drive, Fenton, Missouri 63026 (hereinafter called the "Engineer").

WITNESSETH:

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Contract, Supplementary Conditions and other Conditions), State Wage Determination, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Contract are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

ARTICLE II**Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that the Contractor has special skills which qualify the Contractor to perform the Work in accordance with the Contract and that the Contractor is free to perform all such Work and is

University City, Missouri

Ferguson Avenue Sidewalk Improvements

not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within 120 consecutive calendar days from and including the date of said written Notice to Proceed, or December 31, 2026, (whichever comes first), subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of \$950.00 for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

ARTICLE IV

The Contract Sum and Payments

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of Seven Hundred Fifty-Three Thousand, Eight Hundred Ninety-Five Dollars and Twenty-Five Cents (\$753,895.25), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

- (1) On or about the tenth day of each following month, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;
- (2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

ARTICLE V

Performance of the Work

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, the Contractor shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's

control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII**Termination by Owner**

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$3,400,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$506,000 each person
 -
 - \$3,400,000 each occurrence
- Property Damage: \$3,400,000 each occurrence
-
- \$3,400,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$506,000 each person
 -
 - \$3,400,000 each occurrence
- Property Damage: \$3,400,000 each accident
- (d) Owner's Protective Bodily Injury
 - Including Death: \$506,000 each person
 -
 - \$3,400,000 each occurrence
- Property Damage: \$3,400,000 each occurrence
-
- \$3,400,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "University City, Missouri, the Engineer, MoDOT and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."

ARTICLE X

Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- a. Owner-Contractor Agreement
- b. Job Special Provisions
- c. The Drawings identified as follows:
University City, Ferguson Avenue Sidewalk Improvements, TAP-5402(622),
- d. 2024 edition of the Missouri Standard Specifications for Highway Construction
- e. Missouri Standard Drawings for Highway Construction
- f. Performance and Payment Bond
- g. State Wage Determination
- h. Subcontractor Approval Form

University City, Missouri

Ferguson Avenue Sidewalk Improvements

THE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

University City, Missouri
(Owner)

By _____

_____ Title

(SEAL)

Attest: _____

_____ Title

Date: _____

Contractor Name
(Contractor)

Signed by:
By _____
Rick Matteson
365F93D892A140E...

Rick Matteson
(Print Name)

VP/Secretary
Title

Attest: Slainey _____

Date: 11/21/2025 _____

CONTRACTOR'S ACKNOWLEDGEMENT

1. Form to be used if Contractor is an individual.

State of _____)
County of _____)
ss.

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that they executed the same as their free act and deed.

Witness my hand and seal at _____, _____, the day and year first
above written.

(SEAL)

Notary Public

My commission expires _____, 20 _____.
(Note: This line is for the expiration date of the original commission, not the renewal date.)

2. Form to be used if Contractor is a partnership or unincorporated company.

State of _____)
County of _____)
ss.

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at _____, _____, the day and year first
above written.

(SEAL)

Notary Public

My commission expires _____, 20____

3. Form to be used if Contractor is a corporation

State of Missouri)
County of St. Louis) ss.

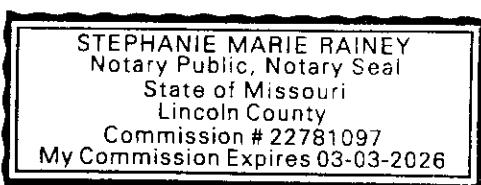
On this 21 day of November, 20 25, before me appeared
Rick Matteson, to me personally known, who being
by me duly sworn, did say that he/she is the VP/Secretary of
M&H Concrete Contractors, Inc. (the Contractor) and that the seal affixed to the foregoing
agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal,
contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority
of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said
corporation.

Witness my hand and seal at St Charles County, Missouri, the day and year first
above written.

(SEAL)


Notary Public

My commission expires 8/31/2026.





CERTIFICATE OF LIABILITY INSURANCE

M&HCONC-03

BHILDERBRAND

DATE (MM/DD/YYYY)
11/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MGI Risk Advisors Jeffrey P. Grigone 314-432-6464 Saint Louis, MO 63141	CONTACT NAME: PHONE (A/C, No, Ext): (314) 432-6464 FAX (A/C, No): (314) 993-2837 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western Ins Co NAIC # 10804 INSURER B: Firemens Insurance Co. of Washington D.C. 21784 INSURER C: Missouri Employers Mutual Ins 10191 INSURER D: INSURER E: INSURER F:
INSURED M&H Concrete Contractors, Inc. 3151 Industrial Park Place West St. Peters, MO 63376	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		REVISION NUMBER:
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: General Aggregate			3206694	10/16/2025	10/16/2026	EACH OCCURRENCE	\$ 1,000,000	1,000,000
							DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							S	\$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3206694	10/16/2025	10/16/2026	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000	1,000,000
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							S	\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			3206694	10/16/2025	10/16/2026	EACH OCCURRENCE	\$ 3,000,000	3,000,000
							AGGREGATE	\$	
							S	\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A		3019691-01	10/16/2025	10/16/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000	1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) University City- Ferguson Ave Sidewalk Improvements TAP-5402(622) University City, Missouri, the Engineer, MoDOT and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project.	
--	--

CERTIFICATE HOLDER City of University City 6801 Delmar Boulevard University City, MO 63130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James W. Baxendale</i>
--	---



Missouri Department of Transportation
Ed Hassinger, P.E., Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

10/21/2025

University City
Mirela Celaj

Re: Concurrence in Award
TAP-5402(622)
Ferguson Avenue Sidewalk Improvements

Dear Mirela Celaj,

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to M & H Concrete Contractors, Inc., with a low bid of \$753,895.25. MoDOT's Business Development and Compliance has approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 8%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract (including Contract Agreement, Performance/Contract Bond, and Contractor's Acknowledgement)
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing [MoDOT's Federal Project Bid Proposal Boilerplate](#))

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

Ashley Buechter, P.E.

Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573) 526-6997



Missouri Department of Transportation
Ed Hassinger, P.E., Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

A number in red indicates a math error in the submitted bid. The number in red is the correct number.

			M & H Concrete Contractors		Sweetens Concrete Services		Lamke Trenching & Excavating		Spencer Contracting		Fred M Luth & Sons, Inc.		Gershenson Construction		Keeley Construction Group, Inc.		Raineri Construction			
Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost		
ROADWAY ITEMS																				
1	2038000	Earthwork	STA	26	\$500.00	\$13,000.00	\$2,630.00	\$68,380.00	\$1,900.00	\$49,400.00	\$2,450.00	\$63,700.00	\$2,400.00	\$62,400.00	\$3,393.00	\$88,218.00	\$1,644.00	\$42,744.00	\$2,528.94	\$65,752.44
2	4011000	Asphalt Driveway, 5" (BP-1) (Remove and Replace)(Includes Aggregate Base)	SF	450	\$15.25	\$6,862.50	\$25.15	\$11,317.50	\$17.50	\$7,875.00	\$18.65	\$8,392.50	\$23.00	\$10,350.00	\$19.00	\$8,550.00	\$31.00	\$13,950.00	\$33.23	\$14,953.50
3	5021100	Concrete Pavement (8") (Remove and Replace) (Includes Aggregate Base and Integral Curb)	SF	995	\$14.25	\$14,178.75	\$10.20	\$10,149.00	\$22.75	\$22,636.25	\$22.95	\$22,835.25	\$17.00	\$16,915.00	\$18.00	\$17,910.00	\$21.00	\$20,895.00	\$30.68	\$30,526.60
4	6085000	Concrete Approach (6") (Remove and Replace) (Includes Aggregate Base)	SF	7,350	\$12.10	\$88,935.00	\$11.75	\$86,362.50	\$16.00	\$117,600.00	\$10.86	\$79,821.00	\$15.50	\$113,925.00	\$13.60	\$99,960.00	\$15.00	\$110,250.00	\$21.73	\$159,715.50
5	6091012	Modified Concrete Vertical Curb (Up To 30" Height) (Includes Removals and Aggregate Base)	LF	530	\$79.00	\$41,870.00	\$76.00	\$40,280.00	\$50.00	\$26,500.00	\$70.00	\$37,100.00	\$52.00	\$27,560.00	\$50.50	\$26,765.00	\$159.00	\$84,270.00	\$71.71	\$38,006.30
6	6091053	Concrete Curb and Gutter (Remove and Replace)(Includes Aggregate Base)	LF	4,140	\$46.75	\$193,545.00	\$44.50	\$184,230.00	\$55.65	\$230,391.00	\$40.00	\$165,600.00	\$56.00	\$231,840.00	\$56.90	\$235,566.00	\$61.00	\$252,540.00	\$59.90	\$247,986.00
7	6161025	Channelizers	EA	100	\$50.00	\$5,000.00	\$21.05	\$2,105.00	\$20.00	\$2,000.00	\$29.90	\$2,990.00	\$25.00	\$2,500.00	\$27.30	\$2,730.00	\$23.62	\$2,362.00	\$28.60	\$2,860.00
8	6181000	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$31,986.60	\$65,200.00	\$76,000.00	\$76,000.00	\$115,000.00	\$115,000.00	\$204,395.00	\$204,395.00	\$127,000.00	\$127,000.00	\$92,617.03	\$92,617.03		
9	8061007A	Inlet Check	EA	20	\$1,000.00	\$20,000.00	\$142.15	\$2,843.00	\$135.00	\$2,700.00	\$190.00	\$3,800.00	\$180.00	\$3,600.00	\$10.00	\$200.00	\$250.00	\$5,000.00	\$143.00	\$2,860.00
10	8061019	Silt Fence	LF	3,095	\$5.00	\$15,475.00	\$4.25	\$13,153.75	\$4.00	\$12,380.00	\$4.34	\$13,432.30	\$5.50	\$17,022.50	\$3.15	\$9,749.25	\$3.25	\$10,058.75	\$3.30	\$10,213.50
Sub-total Roadway Items:					\$408,866.25		\$450,807.35		\$536,682.25		\$473,671.05		\$601,112.50		\$694,043.25		\$669,069.75		\$665,490.87	
SIGNING/STRIPPING/SIGNALS ITEMS																				
11	6161006	"Road Work Ahead" Sign (W20-1)	EA	17	\$250.00	\$4,250.00	\$134.75	\$2,290.75	\$128.00	\$2,176.00	\$144.00	\$2,448.00	\$160.00	\$2,720.00	\$131.00	\$2,227.00	\$172.00	\$2,924.00	\$137.50	\$2,337.50
12	6161006	"End Road Work" Sign (G20-2)	EA	17	\$250.00	\$4,250.00	\$134.75	\$2,290.75	\$128.00	\$2,176.00	\$115.00	\$1,955.00	\$160.00	\$2,720.00	\$105.00	\$1,785.00	\$172.00	\$2,924.00	\$110.00	\$1,870.00
13	6161006	"Shoulder Work Ahead" Sign (W21-5)	EA	2	\$300.00	\$600.00	\$134.75	\$269.50	\$128.00	\$256.00	\$144.00	\$288.00	\$160.00	\$320.00	\$131.00	\$262.00	\$205.00	\$410.00	\$137.50	\$275.00
14	6161006	"One Lane Road" Sign (W20-4)	EA	2	\$300.00	\$600.00	\$134.75	\$269.50	\$128.00	\$256.00	\$144.00	\$288.00	\$160.00	\$320.00	\$131.00	\$262.00	\$205.00	\$410.00	\$137.50	\$275.00
15	6161006	"Flagger" Sign (W20-7a)	EA	2	\$300.00	\$600.00	\$134.75	\$269.50	\$128.00	\$256.00	\$144.00	\$288.00	\$160.00	\$320.00	\$131.00	\$262.00	\$205.00	\$410.00	\$137.50	\$275.00
16	6161006	"Road Narrows" Sign (W5-1)	EA	2	\$300.00	\$600.00	\$134.75	\$269.50	\$128.00	\$256.00	\$144.00	\$288.00	\$160.00	\$320.00	\$131.00	\$262.00	\$205.00	\$410.00	\$137.50	\$275.00
17	6161099	Changeable Message Sign with Communication Interface, Contractor Furnished, Contractor Retained	EA	2	\$4,500.00	\$9,000.00	\$3,684.25	\$7,368.50	\$3,500.00	\$7,000.00	\$3,450.00	\$6,900.00	\$4,500.00	\$9,000.00	\$3,154.00	\$6,308.00	\$2,850.00	\$5,700.00	\$3,300.00	\$6,600.00
18	9031200	Sign Relocation on New Post (per location, regardless of the number of signs)	EA	62	\$200.00	\$12,400.00	\$200.00	\$12,400.00	\$25.00	\$1,550.00	\$920.00	\$57,040.00	\$500.00	\$31,000.00	\$841.00	\$52,142.00	\$510.00	\$31,620.00	\$880.00	\$54,560.00
Sub-total Signing/Striping/Signals Items:					\$32,300.00		\$25,428.00		\$13,926.00		\$69,495.00		\$46,720.00		\$63,510.00		\$44,808.00		\$66,467.50	
BICYCLE/PEDESTRIAN FACILITY ITEMS																				
19	6081012	Detectable Warning Device	SF	450	\$35.00	\$15,750.00	\$25.00	\$11,250.00	\$35.00	\$15,750.00	\$19.55	\$8,797.50	\$26.00	\$11,700.00	\$24.40	\$10,980.00	\$40.50	\$18,225.00	\$27.50	\$12,375.00
20	6086001	Concrete Sidewalk, 4" (Remove and Replace)(Includes Aggregate Base)	SF	25,045	\$10.70	\$267,981.50	\$10.30	\$257,963.50	\$9.00	\$225,405.00	\$12.00	\$300,540.00	\$12.20	\$305,549.00	\$11.30	\$283,008.50	\$13.35	\$334,350.75	\$13.77	\$344,869.65
21	6200036	Pavement Marking - Mid-Block Crossing White (Standard Waterborne)	SF	387	\$2.50	\$967.50	\$13.70	\$5,301.90	\$13.00	\$5,031.00	\$9.20	\$3,560.40	\$16.00	\$6,192.00	\$8.40	\$3,250.80	\$16.00	\$6,192.00	\$8.80	\$3,405.60
Sub-total Bicycle/Pedestrian Facility Items:					\$284,699.00		\$274,515.40		\$246,186.00		\$312,897.90		\$323,441.00		\$297,239.30		\$35			

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



NUMBER: <i>For City Clerk Use</i>	CA20251208-03
--------------------------------------	----------------------

SUBJECT/TITLE:

Liquor License - The Passport Cocktail and Wine Bar; 6275 Delmar Blvd., 63130

PREPARED BY:

Keith Cole - Director of Finance

DEPARTMENT / WARD

Finance / All

AGENDA SECTION:

Consent

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends the approval of the Liquor License.

FISCAL IMPACT:

Liquor License Fee - \$450

AMOUNT:

\$450.00

ACCOUNT No.:

01.4320

FROM FUND:

General Fund

TO FUND:

General Fund

EXPLANATION:

The Passport Cocktail and Wine Bar has applied for All Kinds of Intoxicating Liquor, By the Drink, Retail liquor license.

STAFF COMMENTS AND BACKGROUND INFORMATION:

The Applicant / Managing Officer is Kaje Sanford. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Recommendations from University City citizens were obtained. Petition from business owners within a radius of 200 feet is included. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. 2024 personal property tax record for the applicant indicates payment of taxes. Current voter registration documentation for the applicant was provided.

CIP No.

RELATED ITEMS / ATTACHMENTS:

1. Application for Liquor License
2. Inter-Office Memorandum Report from the Police Department

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

December 8, 2025



#148

CITY OF UNIVERSITY CITY
APPLICATION FOR LIQUOR LICENSE
University City Municipal Code, Chapter 600 Section 600.060

INSTRUCTIONS: Read each question carefully. Make certain that each question is answered completely and correctly before you submit this application. If you need additional space, use the additional sheet provided at the end of this application. If a question does not apply to you, write N/A in the space, do not leave any blank fields. Submit all documents as requested. **PLEASE PRINT CLEARLY.**

Please note that this application may only be completed and filed by a sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license.

AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED ◊

Applications must be accompanied by a non-refundable application filing fee of \$25.00

Type of license requested- separate license shall be obtained for each of the following classes of sales:
(Please check each classification that applies)

<input checked="" type="checkbox"/> 2-	All kinds of intoxicating liquor, by the drink, retail	\$450.00
<input type="checkbox"/> 4-	CLUB: All kinds of intoxicating liquor, by the drink, retail	200.00
<input type="checkbox"/> 5-	Malt liquor not in excess of 5% alcohol wholesaler to wholesaler	75.00
<input type="checkbox"/> 6-	Intoxicating liquor not in excess of 22% alcohol wholesaler to wholesaler	150.00
<input type="checkbox"/> 7-	Malt liquor not in excess of 5% alcohol wholesaler to retailer	150.00
<input type="checkbox"/> 8-	Intoxicating liquor not in excess of 22% alcohol wholesaler to retailer	300.00
<input type="checkbox"/> 9-	Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the package, retail	75.00
<input type="checkbox"/> 10-	Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail.	75.00
<input type="checkbox"/> 11-	Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail	75.00
<input type="checkbox"/> 12-	Intoxicating liquor not more than 22%, by the package, retail	75.00
<input type="checkbox"/> 13-	Intoxicating liquor of all kinds, wholesaler to wholesaler	375.00
<input type="checkbox"/> 14-	Intoxicating liquor of all kinds, wholesaler to retailer	750.00
<input type="checkbox"/> 15-	Intoxicating liquor of all kinds, by the package, retail	150.00
<input type="checkbox"/>	Sunday Liquor License	300.00

I. BUSINESS APPLYING FOR LICENSE:**A. BUSINESS NAME AND TYPE**

The Passport Cocktail and Wine Bar

Sole Owner
 Partnership
 Corporation
 Limited Liability Company

B. DESCRIPTION OF PREMISES AND ADDRESS:

DESCRIPTION: Craft Cocktail and Wine Bar

C. PHONE:
3146296037

ADDRESS: 6275 Delmar Blvd

HOURS OF OPERATION: Tuesday - Saturday 5pm- 1am

II. MANAGING OFFICER:

A. NAME: (LAST)

Sanford

(FIRST)

Kaje

(MIDDLE INITIAL)

B. ADDRESS, CITY & ZIP CODE:

8729 Clifton Ave

St. Louis MO 63136

C. PHONE:

314-283-0717

D. DATE OF BIRTH:

F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)

314-594-7564

G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)

H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:

I. MISSOURI RESIDENT SINCE: (MONTH & YR)
August 1993K. TOWNSHIP:
St. LouisL. COUNTY:
Jennings

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:

Senior Assistant Director

N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)

University of Missouri - St. Louis

FOR PARTNERSHIP OR LIMITED PARTNERSHIP**NUMBER OF MEMBERS:**A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)
Alexandrea LLC.**FOR CORPORATION OR LIMITED LIABILITY COMPANY****NUMBER OF MEMBERS: 2**

A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)

Kaje Sanford Javia Gilliam-Sanford

OTHER PERSONS**NUMBER OF MEMBERS:**

A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)

Javia Gilliam - Sanford 1/13/1994 8729 Clifton Ave Jennings MO 63136
314-629-6037

B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)

Kaje Sanford - Assistant Director of Financial Services UMSL Business
Co-Owner Pour Decisions STL & The PassportJavia Gilliam - Sanford Sommelier Co-Owner Pour Decisions STL & The Passport

III. OTHER INFORMATION

A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)	
D. EXPLAIN (WHEN, WHERE?) Owner of The Passport Craft Cocktail and Wine Bar on washignton Ave that we are moving to Delmar.	
E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM F)	
F. EXPLAIN (WHEN, WHERE?)	
G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM H)	
H. EXPLAIN (WHEN, WHERE?) I own two bars in St. Louis and also work at a hotel bar in St. Louis that has a liquor license.	
I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)	
J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)	
K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR: <input checked="" type="checkbox"/> RESTAURANT <input type="checkbox"/> ROOM <input type="checkbox"/> OTHER (PLEASE EXPLAIN)	
L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 125,000 OTHER (INCLUDING LIQUOR) \$ 100,000	
M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES)	
N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
AMOUNT OWED: \$ NAME: ADDRESS, CITY, STATE, & ZIP: PHONE: OCCUPATION:	

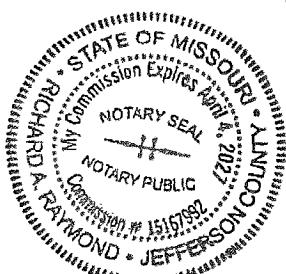
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Comes now Kyle Sanford of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business. 1

SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 29 OF MAY 2025

MY COMMISSION EXPIRES: April 7 2021



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date:	_____
Comments:			
Community Development	_____	Date:	_____
Comments:			
City Manager	_____	Date:	_____
Comments:			

IV. SUNDAY LIQUOR LICENSE

If application is for Sunday liquor license, complete the following section:

Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST)	(FIRST)	(MIDDLE INITIAL)
---------------------------	---------	------------------

B. BUSINESS NAME:	PHONE NUMBER:
-------------------	---------------

Type of Liquor License held or applied for:

1-2 All kinds of intoxicating liquor, by the drink, retail

- 9 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the package, retail
- 10 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the drink, retail
- 11 Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail
- 12 Intoxicating liquor not more than 22%, by the package, retail
- 15 Intoxicating liquor of all kinds, by the package, retail

For the purpose of obtaining said Sunday Liquor license: applicant states that at least fifty percent (50%) of the gross income of the restaurant bar at the above location is derived from the sale of prepared meals or food consumed on the premises, **or** which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food.

Signature of Applicant

Title of Applicant

Date

V. RECOMMENDATIONS- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

✓ 1) Date: 10/13/25

Name: JORDAN GOODMAN ✓OK

Location of University City real property taxed in your name: 7305 Melrose

How long have you known applicant? 5 YEARS Are you related? No

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation? YES

Phone Number: 314 504 5806 Signature: Thelby

✓ 2) Date: 10/13/25

Name: Halley Riley ✓OK 2

Location of University City real property taxed in your name: 6948 Delmar Blvd

How long have you known applicant? 2 yrs Are you related? No

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation? Yes

Phone Number: 314 566-3338

Signature: Halley

✓ 3) Date: 10/14/25

Name: DAISY HUDSPETH

Location of University City real property taxed in your name: 7305 Melrose

How long have you known applicant? 5 YEARS Are you related? NO

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation? Yes

Phone Number: 314 312 9551

Signature: Daisy

✓ 4) Date: 10/14/2025

Name: Liz Kinst

Location of University City real property taxed in your name: 6926 Corneel Lane

How long have you known applicant? 3 years Are you related? NO

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation? Yes

Phone Number: 314 444 4215

Signature: Liz

✓ 5) Date: 10/14/2025

Name: Brian Adams

Location of University City real property taxed in your name: 7409 Wellington Ave

How long have you known applicant? 2 years Are you related? NO

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation? Yes

Phone Number: 314 856 5816

Signature: Brian

V. RECOMMENDATIONS- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: 10th Oct. 2025 Na me: MARY ELLEN GORMAN

Location of University City real property taxed in your name: 6267-6273 DELMAR

3 W/OK

How long have you known applicant? 5th JUNE 2025 Are you related? NO

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation?

Phone Number: 314-537-9852 Signature: Mary E. Gorman

2) Date: 15th Oct 2025 Na me: Denise Nicole Mueller

Location of University City real property taxed in your name: 1246 Midland Blvd

✓ 3 W/OK

How long have you known applicant? Fall 2020 Are you related? NO

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation?

Phone Number: 618 604 6503 Signature: Denise N. M.

3) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

4) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

5) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

V. RECOMMENDATIONS- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: 10th Oct 2025 Na me: MARY ELLEN GORMAN

Location of University City real property taxed in your name: 6267-6273 DELMAR

How long have you known applicant? 5th June 2025 Are you related? NO

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation?

Phone Number: 314-537-9852 Signature: Mary E. Gorman

2) Date: 15th Oct 2025 Na me: Denise Nicole Mueller

Location of University City real property taxed in your name: 1246 Midland Blvd

How long have you known applicant? Fall 2020 Are you related? NO

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation?

Phone Number: 618 604 12503 Signature: Denise N. Mueller

3) Date: 20/10/2025 Na me: Whitney Scherr ✓OK

Location of University City real property taxed in your name: 7214 Pershing Ave

How long have you known applicant? Fall 2020 Are you related? NO

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO

Do you vouch for applicant's moral character and reputation?

Phone Number: 210-315-0279 Signature: Whitney Scherr

4) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

5) Date: _____ Na me: _____

Location of University City real property taxed in your name: _____

How long have you known applicant? _____ Are you related? _____

Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____

Do you vouch for applicant's moral character and reputation? _____

Phone Number: _____ Signature: _____

DAVIA CRISTIANA SANCHEZ

6801 Delmar Blvd University City
MO 63130 Tel: (314) 505-
5544

Fax: (314) 563-0621

6245 DELMAR BLVD

UNIVERSITY CITY
MISSOURI 63130

Business

VI. PETITION - COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Under Chapter 603, Section 600.080, a petition must be submitted in favor of the license. Please note: In the absence of lessors, the city council must have a five majority vote to approve the license.

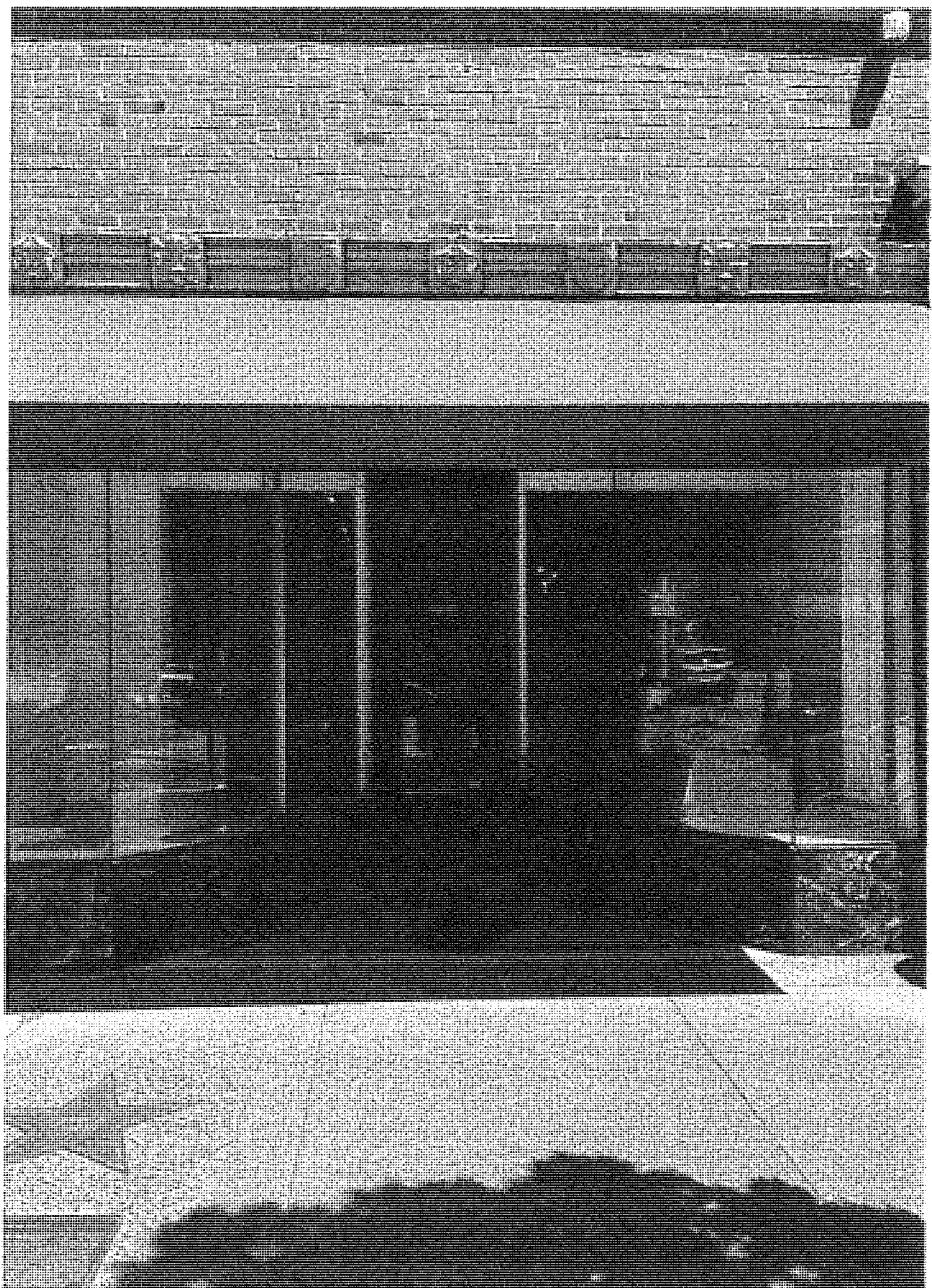
The undersigned taxpaying citizens, record owners of property within a radius of 200 feet of the primary public entrance of the premises in which the applicant proposes to sell intoxicating liquor, and persons occupying or conducting a business on the main or surface floor of buildings within such radius, hereby approve the foregoing application, and consent to the issuance to the applicant of a license to sell intoxicating liquor by the sum to be determined on the premises where sold.

NAME ADDRESS

1. Moe's (Owner) (Owner) 1. Moe's	6245-6271 Delmar Blvd University City MO 63130
2. Fermi's (Co-Op) 2. Fermi's	6245 Delmar Blvd University City Missouri 63130
3. Prairie Smoke (Art Bar) 3. Prairie Smoke	6245 Delmar Blvd University City MO 63130
4. Mohamed Sabach (Hamburgers) 4. Mohamed Sabach	6245 Delmar Blvd University City MO 63130
5. Prince Charming (Art of Magic) 5. Prince Charming (Art of Magic)	6245 Delmar Blvd University City MO 63130
(Attach additional sheet if necessary)	

Licensee Application
Revised 2/2011

(b) Limitations and Legal Requirements. The Premises shall be used and occupied by Tenant, subject to the conditions herein contained, solely for the Permitted Use described in the Basic Terms and Conditions. In no event shall the Premises be used or occupied by Tenant in any manner contrary to law, zoning regulations, code or permit requirements, insurance requirements, or any other requirements of any (collectively, "Legal Requirements"). Landlord makes no representations or warranties, if any, concerning any of the Building with respect to



**Inter-office Memo**

Date: 12/2/2025

TO: Colonel Hampton, Chief of Police DSN 391
FROM: Lieutenant Shawn Whitley DSN 372
SUBJECT: 6275 Delmar Blvd (Liquor License Application)
CC:

Business

Passport Cocktail and Wine Bar LLC
6275 Delmar Blvd
University City MO. 63130

Applicant/Owner/Manager

Applicant: Kaje Sanford
Home Address: 8729 Clifton Ave
St. Louis MO. 63136

D.O.B. [REDACTED]
SSN: N/A
Phone: 314-283-0717

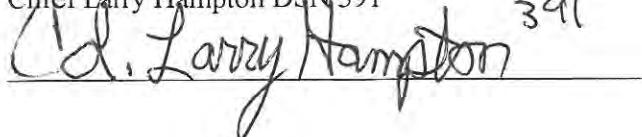
Sir,

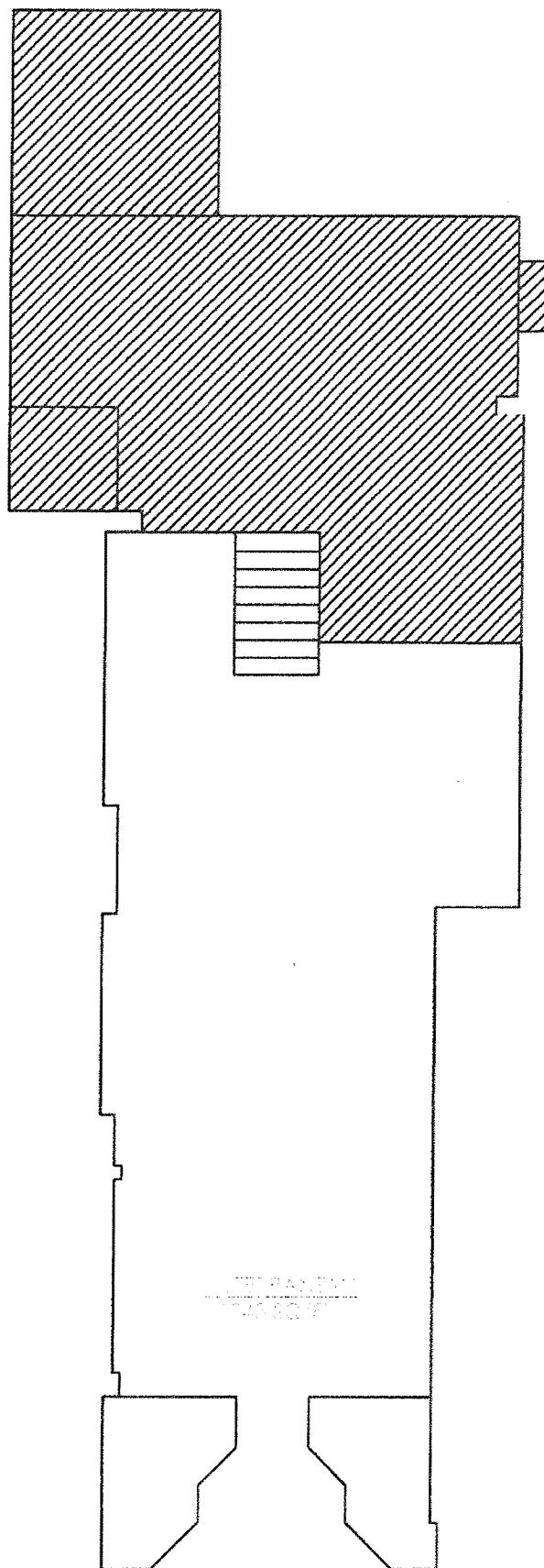
I have reviewed the findings of the investigation completed by Detective Guittar concerning the liquor license application submitted by **Kaje Sanford 6275 Delmar Blvd, University City, MO 63130**. Det. Guittar's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Kaje Sanford for the Passport Cocktail and Wine Bar LLC located at 6275 Delmar.

Respectfully Submitted,


Lieutenant Shawn Whitley DSN 372

Chief Larry Hampton DSN 391


391



scale: 1/8" = 1'-0"

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



NUMBER: <i>For City Clerk Use</i>	CA20251208-04
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SUBJECT/TITLE:

Approval of a Memorandum of Understanding between Ready Readers and the City of University City for installation and maintenance of twenty (20) permanent storybook displays at Fogerty Park.

PREPARED BY:

Jim Krischke

DEPARTMENT / WARD

Parks, Recreation and Public Area Maintenance

AGENDA SECTION:

Consent Agenda

CAN ITEM BE RESCHEDULED?

No

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends approval.

FISCAL IMPACT:

There is no expense to the city for this program. This program is funded entirely by Ready Readers from funds donated by PNC Bank.

AMOUNT: None

ACCOUNT No.:

N/A

FROM FUND: N/A

TO FUND:

EXPLANATION:

The prospect of installing twenty (20) storybook display structures in University City was initiated in early 2025. The storybook program has received support from the Park Commission. This is a no cost program that focuses on early childhood development and family activities. The display structures will be placed in Fogerty Park.

STAFF COMMENTS AND BACKGROUND INFORMATION:

At various times in 2025, staff toured three (3) park locations for the placement of the twenty (20) storybook display structures. Heman Park, Flynn Park, and Fogerty Park. Consensus from the Ready Readers organization, park staff, and the park commission was to implement the program in Fogerty Park. Other than normal/routine park maintenance, there is no cost to the city for implementation and overall maintenance.

CIP No.

NA

RELATED ITEMS / ATTACHMENTS:

Memorandum of Understanding - reviewed and edited by the City Attorney.

LIST CITY COUNCIL GOALS (S):

Community Quality of Life Amenities, Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

12/08/2025

MEMORANDUM OF UNDERSTANDING

Between Ready Readers and City of University City, Missouri

Effective Date: December 5, 2025

1. Purpose

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Ready Readers, a Missouri nonprofit corporation (“Ready Readers”), and the City of University City, a Missouri municipal corporation (the “City”), for the installation and maintenance of twenty (20) permanent structures that display poster-sized book pages under acrylic coverings, to promote literacy and community engagement in Fogerty Park, a City public park.

2. Background

Storybook Walks are a fun, educational outdoor adventure that promote family connection, early childhood development, and health and wellness. Featured stories are carefully selected by Ready Readers early childhood literacy professionals to ensure the stories are accessible and engaging for young children and their families. Pages are posted at several stations along a walkway, for families and friends to enjoy a story as they walk the path and take in the scenery. New stories are featured frequently (about quarterly) so that the fun continues year-round.

3. Project Overview

- Installation of 20 display structures, placed approximately 20 feet apart along the Fogerty Park Walkway.
- Each structure will feature poster-sized pages from selected children’s books.
- Structures will be weather-resistant and securely fastened.
- Displays will be updated periodically with new content curated by Ready Readers with approval from the City.
- The project funder, PNC Bank, will be recognized with a permanent plaque affixed to one of the installed structures. The plaque shall acknowledge PNC Bank’s support and it shall remain in place for the duration of the project.

4. Responsibilities of Ready Readers

Ready Readers agrees to:

- Purchase and install the display structures utilizing a licensed and insured contractor.
- Contact Dig-Rite to mark utility lines prior to installation.
- Obtain necessary permissions or licenses related to copyrighted book content.
- Curate and provide new content for displays at regular intervals (quarterly).
- Maintain the condition of the displays, including cleaning and page replacement.
- Repair or replace any damaged or vandalized components as needed.

5. Responsibilities of the City

The City agrees to:

- Approve and designate installation sites based on the proposal from Ready Readers.
- Perform general groundskeeping in the vicinity of the structures.
- Monitor for damage or vandalism and notify Ready Readers designated contact (see Section 12).
- Cooperate in reviewing and approving proposed story content in a timely manner.

6. Ownership and Maintenance

All display structures will remain the property of Ready Readers unless otherwise agreed in writing. Maintenance responsibilities for the physical structures and display materials rest with Ready Readers, while grounds maintenance remains the responsibility of the City .

7. Risk and Liability

Each party agrees to assume responsibility for its own actions and negligence. Ready Readers will maintain appropriate liability insurance coverage during the term of this MOU. Each party agrees to indemnify, defend, and hold harmless the other from and against any and all claims arising from its own acts, omissions, or negligence.

8. Funding

Each party is responsible for their respective costs associated with this project. No exchange of funds is implied or required by this MOU unless otherwise stated in a separate agreement.

9. Term and Termination and Project Removal

This MOU is effective as of the date signed and shall remain in effect until terminated. Either party may terminate this MOU without cause upon giving thirty (30) days' written notice to the other party. Either party may terminate this MOU for cause upon giving written notice to the other party, specifying the cause.

Upon termination, Ready Readers shall be responsible for the prompt removal of all installed structures from the public parks, in coordination with the City. Any costs associated with the removal shall be the responsibility of Ready Readers, unless otherwise agreed upon in writing by both parties.

10. Dispute Resolution

In the event of a dispute, both parties agree to engage in good-faith negotiation.

11. Publicity and Photography

Both parties may photograph and publicly share images of the Storybook Walk installations for promotional or educational purposes. Ready Readers agrees to provide appropriate credit to the City in related publications or materials where applicable. The City will likewise acknowledge Ready Readers and PNC Bank in any promotions.

12. Contacts

The following individuals are designated points of contact for this MOU :

Ready Readers

Name: Angela Sears Spittal

Title: Executive Director

Email: angela@readyreaders.org

Phone: 314-564-8070 X1

City of University City, Missouri

Name: Gregory Rose

Title: [Insert title] City Manager

Email: [Insert email] grose@ucitymo.org

Phone: [Insert phone number](314) 862-6767

13. Entire Agreement

This Memorandum of Understanding constitutes the entire understanding between the parties. It supersedes all prior discussions, agreements, or understandings of any kind and may only be amended in writing, signed by both parties.

14. Signatures

Ready Readers



Signature:

Name: Angela Sears Spittal

Title: Executive Director

Date: _____

City of University City, Missouri

Signature: _____

Name: _____

Title: _____

Date: _____

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



NUMBER:
For City Clerk Use

CA20251208-05

SUBJECT/TITLE:

Approval of Mini Pitch Program Donation Agreement - Fiscal Year 2026 between the US Soccer Foundation and the City of University City for installation of a Mini Pitch at Heman Park in correlation with the previously approved Municipal Park Grant.

PREPARED BY:

Jim Krischke

DEPARTMENT / WARD

Parks, Recreation & Public Area Maintenance

AGENDA SECTION:

Consent Agenda

CAN ITEM BE RESCHEDULED?

no

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager Recommends Approval.

FISCAL IMPACT:

This is an in-kind donation to the city from the US Soccer Foundation. The work will be performed, and paid for, by the US Soccer Foundation and their vendors. The donation is valued at \$100,000. Site work in preparation for installation of the mini pitch will be provided through the Municipal Park Grant, there is no additional funding per this donation agreement required by the city.

AMOUNT: **None**

ACCOUNT No.:

N/A

FROM FUND: **N/A**

TO FUND:

EXPLANATION:

In correlation with the improvements and enhancements as provided through St Louis Municipal Park Grant, this donation will provide the funding mechanism for installation of a soccer mini pitch at Heman Park. The mini pitch will provide much needed youth soccer facilities to the city and will further compliment the sports facilities offered at Heman Park.

STAFF COMMENTS AND BACKGROUND INFORMATION:

In addition to the donation for, and the installation of, the mini pitch, the value of the donation can potentially be counted towards the city's matching funds for the Municipal Parks Grant. Coordination of the two grants is a win-win for the city and its park facilities.

CIP No.

NA

RELATED ITEMS / ATTACHMENTS:

Mini Pitch Program - Donation Agreement - Fiscal Year 2026 - reviewed and edited by the City Attorney.

LIST CITY COUNCIL GOALS (S):

Community Quality of Life Amenities, Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

12/08/2025

MINI PITCH PROGRAM
DONATION AGREEMENT – FISCAL YEAR 2026

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of the December ____, 2025 (“Effective Date”), the United States Soccer Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to the **City of University City, a Missouri municipal corporation**, (“Grantee” or “City”) **FY26-723**, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

1. Foundation: **U.S. Soccer Foundation, Inc.**
Attn: Operations Department
1140 Connecticut Ave. NW, Suite 1200
Washington, DC 20036

Grantee: **City of University City**
Attn: Gregory Rose
City Manager
6801 Delmar Boulevard
University City, MO 63130

- 2. Grant:** This Grant, awarded in the form of an interlocking tile mini pitch surface with goal and installation (“Mini Pitch”), supplied by Musco Sports Lighting (“Vendor”), which shall be valued by Foundation, in its sole and absolute discretion, in the amount of **\$100,000**.
- 3. Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities, this Grant will provide the Mini Pitch at the **Heman Park, a City public park** (the “Grant Project”).
- 4. Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by December ___, 2025.
- 5. Grantee Covenants:** In order to encourage Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
 - (a) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.
 - (b) In preparation for the Mini Pitch installation, Grantee will provide necessary access to Foundation’s Vendor, which includes, but is not limited to: identification and communication of underground utilities or other access issues related to the Vendor’s ability to access the Mini Pitch location via forklift, temporary removal of chain link fencing, and providing access for both freight truck parking for delivery and 2-wheel drive rubber tire equipment for installation at the designated location within the overall site.

Grantee will also provide an area on site for disposal of packaging materials prior to the Mini Pitch installation.

Should Grantee fail to provide such access and information, especially as it relates to underground utilities, Foundation and the Vendor shall not be responsible for damage caused by the Vendor during installation unless the Vendor was negligent. Additionally, if the Mini Pitch location is accessible only via grass pathways, the Vendor shall not be responsible for potential damage to such grass pathway areas, provided the Vendor took reasonable measures to protect such areas.

- (c) Upon completion of the Mini Pitch, Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch and shall have sole ownership and possession of the Mini Pitch, subject to Foundation's usage provided in subsection (a)
- (d) Grantee presently owns the property on which the Mini Pitch will be installed.
- (e) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Mini Pitch.

6. Facts and Representations True and Correct: Grantee hereby affirms the following representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon them regarding this Grant Project, without further independent investigation:

7. Grantee Books and Records: Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding Grant activities, as required by law and as may be reasonably requested by Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. Foundation shall have reasonable access to such books and records of Grantee for inspection purposes and shall be entitled to copies, as they relate to the Grant Project.

8. Grantee and Other Designated Organization Reports:

- (a) **Impact Reports:** Following completion of the Mini Pitch, Grantee shall complete to Foundation a report, provided by Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, for five (5) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
- (b) **Site Visits:** Grantee will use best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
- (c) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, Grantee shall submit the same to Foundation upon request by Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area.

9. Publicity Material and Recognition:

- (a) Grantee, upon written approval by Foundation, shall recognize Foundation and acknowledge the Grant in Grantee's news releases and related marketing or publicity.

- (b) Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. Foundation, upon written approval by Grantee, may utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.
- (c) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should Foundation request such, which may include appearances by athletes affiliated with Foundation.

10. Awareness Opportunities: Grantee grants to Foundation the right to permanently place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and together, the "Marks"), and/or that of its funding partners, on the surface of the Mini Pitch. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install signs/banners on the premises on which the Mini Pitch is installed, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

11. Grant Not Assignable: Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.

12. Proper Authority: Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.

13. Absence of Warranties: FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE MINI PITCH OR ANY COMPONENT PART THEREOF, OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

14. Assumption of Risk: Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Mini Pitch.

15. Indemnification: To the extent allowed by law, Grantee agrees to indemnify, defend and hold harmless Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns (“Foundation Parties”) from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys’ fees and expenses arising out of or related to any legal proceeding and any legal appeal) (“Claim” or “Claims”) related to the Grant, the Mini Pitch or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the maintenance, location, or condition of the Mini Pitch, or any person’s use of the Mini Pitch, whether authorized or unauthorized, proper or improper. Grantee’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 16 of this Agreement.

Grantee represents to Foundation that the Mini Pitch does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

16. Insurance Requirements of the Mini Pitch. At all times while the Mini Pitch is in place, Grantee shall maintain, at its expense, commercial general liability insurance, automobile liability insurance and workers’ compensation insurance, or appropriate self-insurance, which shall protect Grantee from any and all covered claims arising out of or in connection with the Grant Project and the use or maintenance of the Mini Pitch pursuant to this Agreement.

Upon execution of this Agreement and a request from Foundation Grantee shall provide Foundation with proof of insurance confirming that the appropriate insurance is in place. Grantee shall provide thirty (30) days’ written notice to Foundation if the current insurance is materially changed, reduced or cancelled.

17. Participant Waiver and Release Forms: To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee and other designated organizations shall include the Foundation and the Foundation Parties as released parties in the form.

18. Use of Mark: Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval, which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.

19. Applicable Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the state of Missouri, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

20. Attorneys’ Fees: Grantee agrees to pay all costs and expenses, including reasonable attorneys’ fees, incurred by Foundation in connection with any litigation concerning this Agreement should Foundation prevail against Grantee in such litigation, whether commenced by Foundation or Grantee.

21. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
22. **Notices:** Any notices given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as provided or at such other address as Foundation may designate, or (b) if to Grantee, at the address of Grantee provided or at such other address as Grantee may designate.
23. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
24. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

U.S. Soccer Foundation, Inc.

City of University City

By: _____

By: _____

Name: Rob Kaler

Name: _____

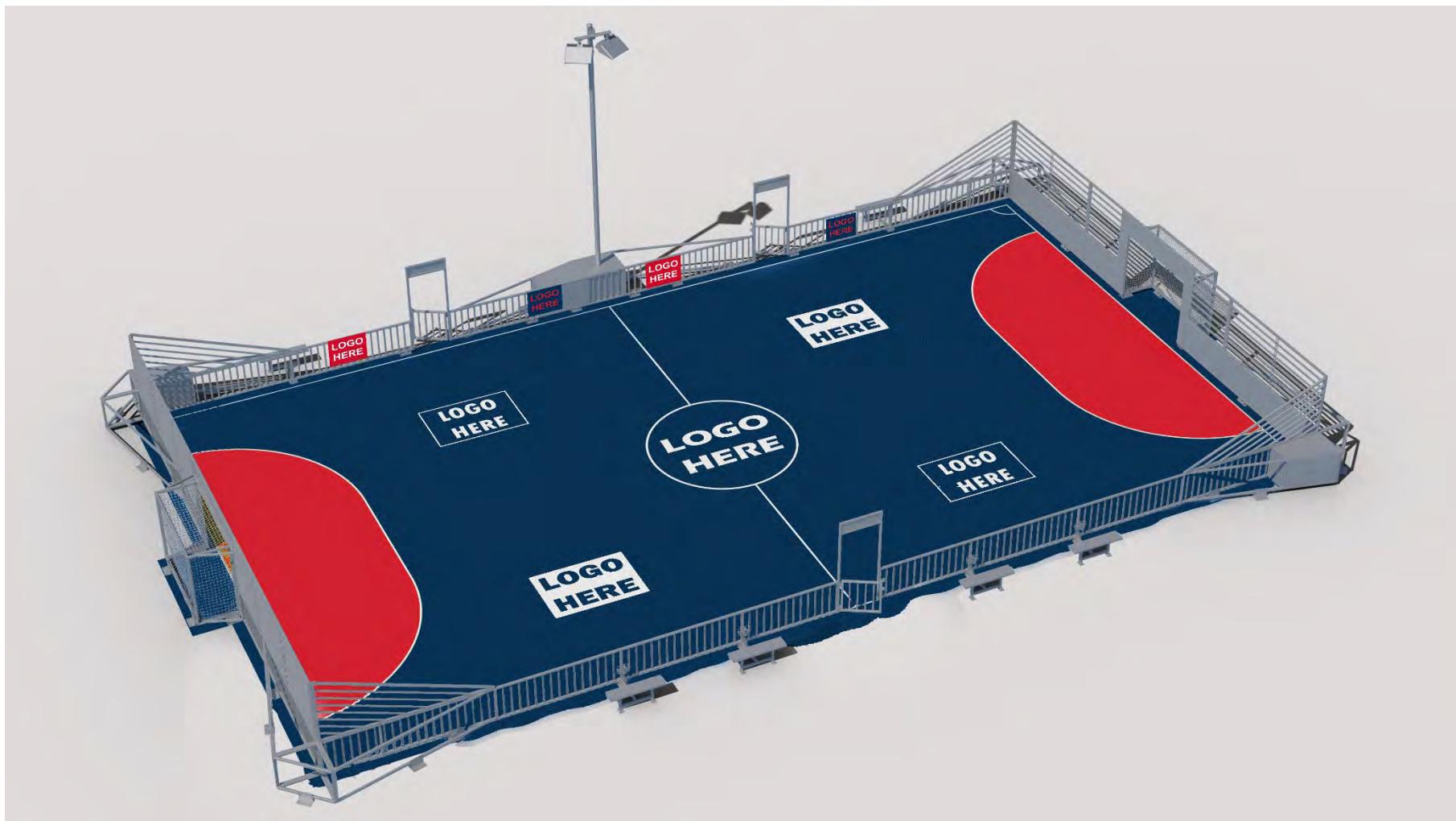
Title: COO & General Counsel

Title: _____

Date: _____

Date: _____

ATTACHMENT A



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



NUMBER:
For City Clerk Use

CA20251208-06

SUBJECT/TITLE:

Ratification of Professional Services Agreement with WithumSmith+Brown, PC for Appraisal Services for FMA and HMGP FEMA Flood Buyout Program

PREPARED BY:

Becky Ahlvin

DEPARTMENT / WARD

Planning & Zoning / Ward 2

AGENDA SECTION:

Consent Agenda

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends ratifying the agreement with WithumSmith+Brown, PC to provide appraisal services for the FMA and HMGP FEMA Flood Buyout Program.

FISCAL IMPACT:

The FMA Flood Buyout Program is 100% federally funded and estimated cost is \$6,450.00. The HMGP Flood Buyout Program appraisal services is \$18,350.00. The HMGP grant is 75% federally funded, with 25% funded by the City of University City, which is \$4,587.50.

AMOUNT:

\$24,800.00

ACCOUNT No.:

FROM FUND:

American Rescue Plan

TO FUND:

Fund Reserves

EXPLANATION:

The next step in the FEMA flood buyout process is to complete property appraisals and title services.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Once property appraisals and title services are finalized, SEMA will use that information to prepare official buyout offers for the affected property owners.

The City issued a Request for Quotations for Appraisal Services and received two (2) responses. WithumSmith+Brown, PC is the lowest, most responsive bidder for appraisal services for the FMA and HMGP FEMA Flood Buyout Program.

CIP No.

N/A

RELATED ITEMS / ATTACHMENTS:

1. Professional Services Agreement

LIST CITY COUNCIL GOALS (S):

Community Quality of Life, Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

December 8, 2025

Date of Agreement: Monday, November 17, 2025

City of University City
 c/o Timika Lewis
 6801 Delmar Blvd
 University City, MO 63130
 E: tlewis@ucitymo.org

Zack Smith, MAI, AI-GRS
 National Team Leader – Real Estate Valuation
 Senior Manager, Forensic & Valuation Services
 T: (201)366-0332
 E: zsmith@withum.com

PROFESSIONAL SERVICE AGREEMENT ("Agreement")

This letter confirms your engagement of WithumSmith+Brown, PC, Certified Public Accountants and Consultants ("Withum") by you, City of University City ("Client").

Project Name City of University City Valuation – HMPG Grant and FMA Grant
Project Staffing & Execution The project will be supervised by Zack Smith, MAI, AI-GRS
Entity Identification City of University City
Asset Identification

HMPG Grant			
Address	City	State	Property Type
1163 Wilson Ave	University City	MO	SFR
1157 Wilson Ave	University City	MO	SFR
1153 Wilson Ave	University City	MO	SFR
1149 Wilson Ave	University City	MO	SFR
1131 Wilson Ave	University City	MO	SFR
7439 Ahern Ct	University City	MO	SFR
7442 Ahern Ct	University City	MO	SFR
1052 Wilson Ave	University City	MO	SFR
1087 Wilson Ave	University City	MO	SFR
1083 Wilson Ave	University City	MO	SFR
1079 Wilson Ave	University City	MO	SFR
1075 Wilson Ave	University City	MO	SFR
8061 Hafner Ct	University City	MO	MFR

FMA Grant			
Address	City	State	Property Type
8056 Hafner Ct	University City	MO	MFR
8011 Hafner Ct	University City	MO	MFR
1215 Westover Ct	University City	MO	MFR

Asset Type Single Family Residential and Multi Family Residential
Intended User(s) The appraisal will be prepared for the above-mentioned client. No other intended users are identified.
Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Reports.
Intended Use The report to be performed under this Agreement ("Appraisal") is intended to support a flood buyout program

Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.

Type of Value	Retrospective Value
Date of Value	July 22, 2022
Report Type	Residential Appraisal Form
Level of Analysis	USPAP and 49 CFR 24
Professional Fee	\$24,800
Retainer	0% (\$0)
Expenses	Fees include all associated expenses.
Payment Terms	Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within thirty (30) days of the date of Appraiser's invoice.

SCOPE OF WORK

Site Inspection	Yes
Valuation Approaches	Appraiser will provide the report in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, and State Licensing Laws. Appraiser will research relevant market data, and perform analysis to the extent necessary to produce credible appraisal results. Appraiser anticipates developing the following valuation approaches: <ul style="list-style-type: none">▶ Sales Comparison Approach▶ Income Approach
Delivery	10 business days after notice to proceed, assuming timely receipt of data request and access to the properties.
Number of Reports	Sixteen (16) Electronic PDFs – Sixteen Real Estate Appraisals
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within 15 business days from the date of this letter.

PROPERTY DATA REQUEST

Entity and asset-specific data request will be generated and delivered upon receipt of executed engagement letter.

TERMS AND CONDITIONS

Any written reports, documents, or schedules, which we may prepare, are to be used only for purposes of this matter and may not be published or used for any other purpose without our written consent.

The services which we will be performing may or may not be in accordance with Generally Accepted Auditing Standards (GAAS), Generally Accepted Accounting Principles (GAAP), or International Financial Reporting Standards (IFRS). Please understand that our engagement cannot be relied upon to detect all errors, irregularities, or illegal acts, including fraud or defalcations or internal control deficiencies that may exist. However, we will inform you and/or your attorney of any evidence or information relevant to your case that comes to our attention during the performance

of our services, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in the internal control of any entity involved in this matter as part of this engagement.

Our services will be conducted in accordance with the Statement on Standards for Forensic Services (SSFS), the Statement on Standards for Valuation Services (SSVS), and or the Statement on Standards for Consulting Services (SSCS) as applicable, issued by the American Institute of Certified Public Accountants. As the Scope of Work described herein requires valuation of real property assets, our services will also be conducted in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

We assume no responsibility under this engagement letter other than to render the services outlined herein and/or as further directed by the court or counsel and/or as may be agreed upon between us at a later time. We shall not be liable for any error in judgment or act of omission provided that we have acted in good faith, with reasonable care and professional competence and not in violation of any law. No third party shall have any right against us by reason of this engagement and the services rendered thereunder.

Client understands that the professional conclusions reached as a result of this engagement are those of Withum's professionals. Accordingly, Withum has not, and cannot, predict the conclusions we will reach concerning the specific questions or issues for which Withum has been retained.

FEES

In connection with the services to be performed, our professional fees will be \$24,800. We shall make every effort to proceed in an efficient and expeditious manner.

In order to commence our services, we require a retainer of 0% (\$0). Payments related to this assignment may be made online at [https://www.withum.com/online-payment/\[1\]](https://www.withum.com/online-payment/[1]) (credit card or ACH) or by check mailed to WithumSmith+Brown, PC Accounts Receivable Department P.O. Box 5340 Princeton, New Jersey 08543, along with execution of this engagement letter. The retainer is not intended to represent an estimate of the entire fee for services which may need to be performed. Any unused portion of the retainer will be refunded within 30 days of the conclusion of our services.

Our standard billing rates for these services range from \$160 to \$850 per hour. Our minimum billing unit is one-tenth (.10) of an hour. Court appearances, depositions and settlement negotiations, including travel time, which require our attendance, will also be billed at our standard rates. You will also be responsible for all costs and specific disbursements incurred by our firm, including messenger fees, large photocopying jobs, FedEx, and similar identifiable charges. In addition, a technology administration fee of 4% will be added to each bill. The hourly rates are subject to semi-annual increases each January 1 and June 1. The technology administration fee is subject to change. We understand that you can afford to retain us and pay our bills as presented and that funds will be available to you for this purpose. You understand that we are relying upon this representation in accepting and continuing with this case.

You will receive from us, at least monthly, an invoice and a statement for professional services rendered and outstanding to date. Your legal counsel will receive a courtesy copy. All invoices are due and payable upon receipt and will accrue interest at the rate of one and one-half percent (1.5%) per month, if it remains unpaid for a period in excess of thirty (30) days. If a bill remains outstanding for more than forty-five (45) days, we reserve the right to discontinue services until your account is brought current and/or an agreement is made to assure payment of past due amounts and future billings with appropriate security, as we deem necessary.

It shall be your affirmative obligation under this agreement to review our bills as they are rendered and raise questions concerning such bills, in the event that you disagree with them, in a timely fashion. Failure to raise such questions or issues in a timely fashion (regardless of whether our firm waives its right under this agreement to terminate its engagement if prompt payment is not made) shall be deemed to constitute acceptance of the charges presented on the rendered bill as fair and reasonable pursuant to this agreement and we shall rely upon this in performing continuing services. The firm shall rely on no one raising (in writing) such questions concerning the bill within thirty (30) days of receipt of the bill as constituting the acceptance of the obligation to pay the bill in its entirety.

You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of the responsible party's (or parties') failure to pay our fees on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you, the client, or your counsel for any damages that occur as a result of our ceasing (temporarily or permanently) to render services for non-payment of fees pursuant to this engagement letter.

We also reserve the right to withdraw from the engagement if our fees are not paid in full prior to the issuance of our report unless prior arrangements are made for payment of our fees and appropriate security is provided to our satisfaction in advance of such, deposition, arbitration, or trial, etc.

WithumSmith+Brown will serve as your financial expert at your discretion. This means that you may discharge our services for any reason or for no reason and we agree to cooperate in the transfer of your file to a new accounting firm. You agree to hold our firm and its employees harmless from any and all liabilities, costs and expenses relating to this engagement and expenses (and those of our legal counsel) incurred by reason of any action taken or committed to be taken by us in good faith and in accordance with our professional responsibilities. In no event will our firm be liable for any incidental or consequential damages, even if we have been advised of the possibility of such damages.

In connection with our engagement, we may find the need for you to employ the services of other experts. We may even offer the names of some suggested experts. However, upon your approval and engagement of such other experts, it will be your responsibility to pay them directly. We shall bear no liability for the cost or the use of such other experts.

We will continue to act on your behalf unless (a) you insist upon a course of conduct which is illegal or which we deem, in our best professional judgment, to be clearly contrary to your interests or (b) an invoice for professional services rendered remains outstanding for a period in excess of forty-five (45) days and no arrangements have been made for outstanding and continuing fee payments and appropriate security or (c) a request for an additional retainer is not met.

If upon the final determination of this matter, or the conclusion of our services, it is required that certain of your assets need to be liquidated in order to pay our forensic accounting, valuation and/or expert fees, then you agree to grant us a secured position in these assets and pay us out of attorney escrow immediately upon the disposition and/or sale of such designated assets.

DISPUTE RESOLUTION

In the unlikely event that differences concerning the Services should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties.

If within sixty (60) days after submission to the mediator the dispute is not resolved, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in New York, New York and shall be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply. The arbitration shall be administered in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. Within fifteen (15) days after the commencement of arbitration, the parties shall mutually select one person to act as arbitrator. If the parties are unable or fail to agree upon the arbitrator, the arbitrator shall be selected by AAA. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive or exemplary damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall bear its own proportionate share of arbitrator fees and expenses. The prevailing party may be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration or as required by law. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations. In the event that you institute any legal action against our firm other than mediation and arbitration, and WithumSmith+Brown prevails, you agree to pay all related attorneys' fees and costs incurred by us in defending such an action.

Notwithstanding the foregoing, if the services are not paid for in accordance with the terms of this engagement, Withum shall commence collection procedures, by any means, including legal proceedings, and Client agrees to pay all costs of collection or attempted collection, including reasonable attorneys' fees provided the reason for Client's payment failure does not relate to Withum's failure to comply with the terms of this Agreement.

DOCUMENTATION

We will perform this engagement utilizing appropriate staff, as well as our experience and expertise as accumulated over our many years of practice but we can promise you no particular result or conclusion. We require that you provide us with all information and documents necessary to complete this engagement and you further understand and agree that we will be relying upon the credibility and accuracy of any documentation provided us. An initial document request letter, as well as subsequent document request letters, will be provided as necessary, and should be read as an integral part of this engagement contract.

SUBSEQUENT EVENTS

If, after completion of the services or termination of this engagement, we are required by subpoena or any other legal process to appear before any court or in any adversarial proceeding or to produce documents, work product, client papers or materials or any other portions of the files or information maintained by us for you or on your behalf, you agree to pay any and all costs associated with our appearance and/or production including, but not limited to, storage retrieval costs, copying costs, our costs of administration in looking for, retrieving, reviewing and producing the information or documents requested as well as any attorney fees incurred by us. To the extent legally permissible, upon receipt of a subpoena or other process for testimony, documents and information, we will send such subpoena or process to you via regular mail (and/or e-mail) at the last known address we have for you. It will be your responsibility to have your legal counsel file such motions or objections to the requested production and/or appearance. If you do not obtain an appropriate timely order or stay of the subpoena, we will produce the documents

City of University City
November 17, 2025
Page 6 of 10

and/or appear, as necessary. If we are required to appear in court, at an arbitration, deposition or other proceeding, you agree to pay the hourly rate or rates of the person or persons in our accounting firm required to appear.

INDEMNIFICATION

The responsible party also hereby indemnifies WithumSmith+Brown, PC and its members, directors and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by anyone associated with the client or the client's business management, regardless of whether such person was acting in the client's interest. This indemnification will survive termination of this letter and our engagement.

REPORTS

It is important to us that you understand that professional review and analysis is an integral part of our assignment. We do not produce "boiler-plate" reports and the review and report-writing function of our assignment may often take longer than actual field work. Although sections of our report involve the explanation of theory and concepts, and are similar in many of our reports, the analysis and communication thereof is unique to each circumstance and is unlike financial statements typically prepared by CPAs. It is also understood and agreed that any written report we produce is for use only in this matter and may not be published or used for any other purpose without our written consent. If we should be requested to issue a formal written report or testify, we require that we be paid in full prior to the issuance of such report or testimony for all work performed to date.

ENTIRE AGREEMENT

This engagement letter is intended to be our full and complete agreement and supersedes any and all prior understandings and agreements between us. By executing this agreement, you acknowledge that you fully understand all the terms and conditions and have had the advice of an independent attorney prior to the execution of this agreement or have expressly waived your right to seek such advice. No other agreement, statement or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding.

If you have any questions, please consult with your counsel and advise them that they are free to contact us.

A copy of Withum's paperless document retention policy is attached and should be read as part of this agreement.

Copies of this agreement are provided for all signers.

We will continue our services upon receipt of the signed engagement contract and retainer.

Respectfully,

WITHUM SMITH & BROWN



Zack Smith, MAI, AI-GRS
National Team Leader – Real Estate Valuation
Senior Manager, Forensic & Valuation Services

ACKNOWLEDGMENTS

RESPONSIBLE PARTY SIGNATURE(s)

I, the responsible party and/or client, acknowledge that I have received and reviewed this agreement. I agree to be bound by all the obligations set forth herein and consent to all terms and conditions. I personally guarantee payment of all amounts due and owing under this retainer agreement. Please send the monthly bills and statements to the address indicated below with a courtesy copy to our legal counsel.

Accepted By:

City of University City

12/3/2025

Date

Name: Gregory Rose
City Manager

Address: 6801 Delmar Blvd
University City, MO 63130

Phone/Fax: 314-505-8531

E-mail: grose@ucitymo.org

ATTACHMENT TO ENGAGEMENT LETTER
LITIGATION/VALUATION/FORENSIC ACCOUNTING SERVICES
PAPERLESS DOCUMENT RETENTION – POLICY STATEMENT

WithumSmith+Brown, PC has implemented a paperless office environment throughout its multi-office firm in order to remain on the cutting edge of the industry and to keep pace with current trends in the courts and other venues. As a result, Withum is requesting the production of documents in electronic format whenever and wherever possible. By reviewing electronic copies of the documents, significant costs can and will be saved by all parties involved in costly litigation, as handling, copying, postage and storage costs continue to mount.

The technology that we have implemented allows us to search documents for key words and phrases and its utilization will shorten the time to identify, retrieve and analyze voluminous records. Withum is thereby able to provide more effective professional analysis of discovery documents in a shorter period of time as compared to the historic manual method of reviewing these documents.

In practical terms, many of the documents that are currently being provided to Withum are copies of copies or copies of original documents and it is exceptionally rare that original documents are provided to us. During the course of our engagement, we will retain the hard copy of any records or copies provided to us until our involvement in the matter is clearly concluded. At the end of our engagement, however, Withum will return (or destroy, if directed to do so) such copies of documents as directed by the client and/or counsel. These documents may have previously been scanned and archived into our electronic files. If the documents have not been scanned and archived by us, for whatever reason, we will return them to counsel, client or the party to whom we are directed. On the rare occasion when actual original documents are provided, we will immediately scan and/or copy those originals and return them promptly to the appropriate party or as directed by counsel.

With voluminous items, such as invoices and actual cancelled checks, etc., a determination will be made on a case-by-case method as to whether or not it will be more efficient to scan them or retain them in hard copy during the course of our engagement.

Withum will retain in electronic format all scanned documents, including workpapers, reports and related correspondence, etc. utilized in performing our services for a period of eight (8) years. The eight (8) years will commence the January 1st of the year immediately following the date of the engagement letter and will run to the December 31st eight (8) years later, at which time they will be purged. A final copy of our work product/report, if issued, will be retained indefinitely. All of the electronically archived documents will be available for retrieval and reproduction at the request of the client and/or counsel during the eight-year (8) period and we will bill only our administrative and out-of-pocket costs for this service. Upon return of the hard copy, client (or counsel, if documents are returned to counsel) accepts the obligation and responsibility to retain the original hard copies that were provided to Withum for as long as he/she desires or as recommended by legal counsel.

Unless indicated in advance and in writing, client and counsel agree to abide by our paperless document retention policy and agree that in the future, they will not assert any claim based thereon.

ADDENDA 1 – FMA GRANT PROPOSAL



POWER IN THE PLUS™

withum[®]
plus

City of University City





Letter of Transmittal

October 29, 2025

Timika Lewis
City of University City
6801 Delmar Blvd
University City, MO 63130

Dear Ms. Lewis:

Thank you for the opportunity to present this proposal to provide Appraisal Services for an FMA Grant to the City of University City.

At WithumSmith+Brown, PC ("Withum" or the "Firm"), our foundation was built on the principle of world-class client service. We value and honor our relationships with our clients and for 50 years, they have come to rely on our continued commitment to providing smart solutions and tackling difficult challenges organizations face today. Withum helps clients handle day-to-day operations with less stress, provide at-a-glance feedback on how the business is doing and zero in on the critical issues that drive profitability.

The City of University City's stipulations 1-12 within the Request for Quotations are acceptable. Our proposed fee will be \$2,150 per multi-family property (6,450 for 3 properties) with delivery within 10 business days of Notice To Proceed. The properties will be inspected by a member of Withum's staff who holds the Certified General Appraiser license in the State of Missouri with final review by an MAI.

We have extensive experience performing appraisals for disaster mitigation and recovery including current (2025) contracts for similar flood buyout programs for both city and state agencies in Vermont and New Jersey. Additionally, we have performed appraisals for recovery, insurance, and buyout efforts related to the 2023 Hawaii wildfires and the 2025 Palisades Fire (CA).

Thank you again for considering our proposal to serve you. In the meantime, if you have any questions, please do not hesitate to contact Zack Smith, MAI, AI-GRS, on his direct line (201) 366 0332 or zsmith@withum.com.

Very truly yours,



Zack Smith, MAI, AI-GRS
National Practice Leader, Real Estate Valuation
WithumSmith+Brown, PC



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About Withum

Firm Information		
Withum		
Local Address	2300 Charlotte Avenue, Suite 103 Nashville, TN 37203	
Headquarters Address	506 Carnegie Center, Suite 400 Princeton, NJ 08540	
Corporate Officer	Tom Hoberman	Brian McIntyre
Forensic & Valuation Services Division	(609) 945-7926 Thoberman@withum.com	(609) 429-5830 bmcintyre@withum.com

Withum is a forward-thinking, technology-driven advisory and accounting firm helping clients thrive in the new normal of business through remote, secure, collaborative and productive business solutions.

With office locations in major cities and financial centers across the country, and as an independent member of HLB, the global advisory and accounting network, Withum serves businesses and individuals on a local-to-global scale. Our professionals provide the expert advice and innovative solutions you need to Be in a Position of Strength in today's new reality of doing business.





Office Locations



CALIFORNIA

Carlsbad
Encino
Irvine
San Francisco
San Ramon



FLORIDA

Boca Raton
Orlando



ILLINOIS

Chicago



MARYLAND

Baltimore



MASSACHUSETTS

Boston
Braintree
Woburn



NEW JERSEY

East Brunswick
Princeton
Red Bank
Saddle Brook
Whippany



NEW YORK

Batavia
Buffalo
New York City
Rochester



OREGON

Portland



PENNSYLVANIA

Philadelphia



RHODE ISLAND

Providence



TENNESSEE

Nashville



TEXAS

Houston



WASHINGTON

Seattle



WASHINGTON, DC



CAYMAN ISLAND



INDIA

Bengaluru



Our professionals serve as the trusted strategic partner that you require, with a distinct expertise in the industry. We pride ourselves on our proactive, strategic thinking and "no surprises" approach, which ensures that we will be:



"24-7" Client Service

What sets Withum apart is our ability to go beyond the traditional accounting, auditing and tax services and serve as your trusted advisor. Communication and accessibility are key; we know that issues and challenges don't always operate on a 9AM-to-5PM schedule. At the start of engagements, our cell phone numbers are provided to give you access to our professional team. Throughout the engagement, team members are on-call to your team to answer any questions.

No Surprises

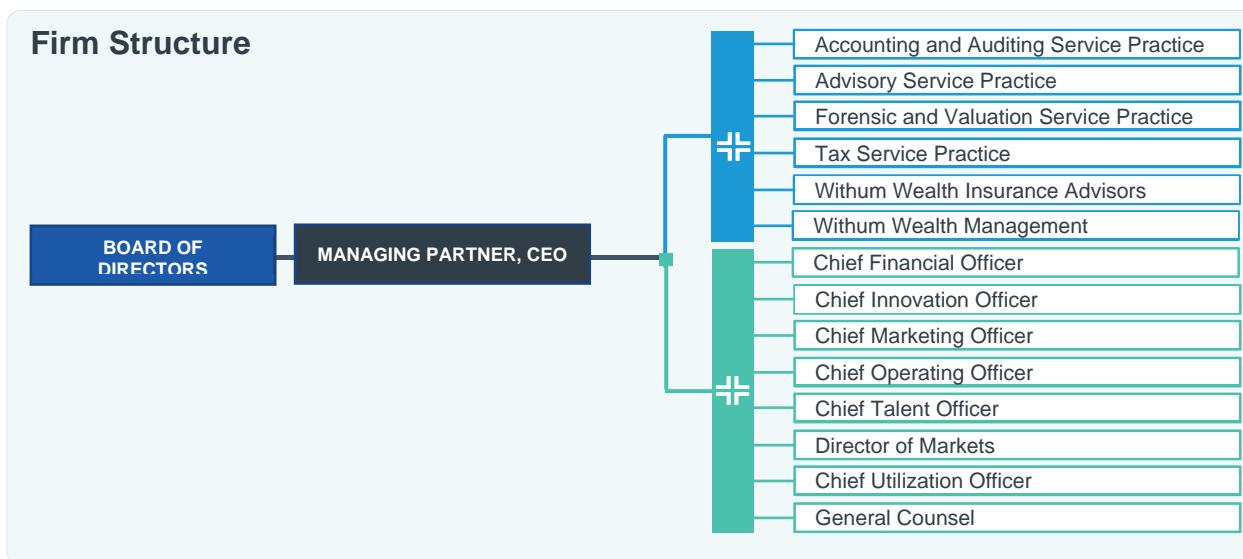
Our standard business practice and philosophy is to foster long-term relationships as a partner to our clients. Consistent with this philosophy, we do not charge for routine questions or requests. However, in the spirit of transparency, additional out-of-pocket expenses may include: data security, technology, travel, accommodations and postage.

In accordance with our "no surprises" approach, if we are confronted with unexpected circumstances and overruns (e.g., expansion of scope, new activities or changing regulations) during our recurring services, we will meet with you and obtain your approval for any additional work and billings before proceeding.



Firm Size and Structure

Withum is privately held and owned by the equity partners of the Firm and governed by its Board of Directors. Reporting to the Board is the Managing Partner and CEO. The Board of Directors is comprised of twelve members, including the Managing Partner and CEO. Board of Directors members are either elected to three-year terms by the shareholders with the ability to serve two consecutive terms, and three are appointed by the CEO to a one-year term.



Our professionals are aligned such that they work in areas where they have particular expertise in order to better service our clients. As our professionals develop in their careers, they join the Firm's various industry and service niches where they focus on developing the in-depth, industry specific, professional knowledge required to provide world class service to their clients. Each industry and service line has a designated Practice Leader who oversees the practice area and reports to the Director of Markets and Chief Marketing Officer in addition to the CEO/Managing Partner.

This industry-focused organization structure means that our professionals speak your language, understand your business and know other professionals in the industry. Your engagement team is made up of professionals from our Forensic and Valuation Services Team in order to ensure that you receive the highest levels of quality service, technical expertise and industry knowledge.

Our Forensic and Valuation Services (FVS) Team includes a comprehensive service line including Real Estate, Business, and Tangible Asset Valuation, Review and Consulting. Our team consists of experts with years of experience in the field of property valuation assisting clients like to the City of Taunton in similar engagements.



Summary of Qualifications

Zack Smith, MAI, AI-GRS, CMA

National Team Leader, Real Estate Valuation

Professional Experience

- + Performed services and/or supervised and reviewed work performed in over 45 states, the District of Columbia, Europe, South America, and Asia.
- + Qualified as an expert witness in litigation approximately two dozen times in cases concerning residential and commercial real estate, oil, natural gas, and mining properties, conservation easements, and condemnation/ eminent domain.
- + A sample of past clients includes Morgan Stanley, Citibank, Chase, the US General Services Administration, NYS Office of the Attorney General, and the US Department of Justice.



Credentials/Education

- + Certified General Appraiser, Numerous States
- + Certified Mineral Appraiser, IIMA
- + MBA, Finance & ABD, Geological Sciences, Binghamton University
- + BA, Geology & General Science, Alfred University
- + Yellow Book (14-hour) – The Appraisal Institute (2016)
- + Yellow Book Update (4-hour) – McKissock (2024)

Memberships

- + Appraisal Institute
 - Board of Directors Upstate New York Chapter
 - Chair, Candidate Guidance Committee
- + International Institute of Mineral Appraisers
 - Executive Committee
 - Chair, Certification Committee
- + Society of Mining, Metallurgy and Exploration
 - Chair, Valuation Standards Committee
 - 2025 & 2026 Valuation Section Chair

Presentations

- + Energy & Mining Valuation Basics, The Appraisal Institute, Continuing Education for Real Estate Professionals (OH, PA, WV), Pittsburgh, Pennsylvania, May 2025.

Industry

- Real Estate
- Energy and Mining

Service

- Real Estate Valuation and Appraisal
- Litigation Support and Expert Witness Services
- Energy and Mining Valuation
- Condemnation/Eminent Domain



- + Economic Damages in Extractive Industries, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2025.
- + Highest & Best Use Analysis in Energy & Mining, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2025.
- + Understanding Hotel Valuations in a Changing Market (Article), Withum Thought Leadership Series, October 2024 (Digital).
- + Lodging Insight and Innovation (Podcast), Understanding Hotel Valuations in a Changing Market, October 2024 (Digital).
- + Conservation Easements and Mineral Appraisal – Case Law, Review, and Red Flags, International Institute of Mineral Appraisers Eastern Region Fall Conference, Pittsburgh, Pennsylvania, October 2024.
- + Valuation Standards for Mineral Appraisal, Appraisal Institute – Upstate Chapter Case Studies (Continuing Education for Appraisers), Waterloo, New York, June 2024.
- + Reviewing Mineral Appraisals: Common Errors & Red Flags, Society for Mining, Metallurgy and Exploration Annual Conference, Phoenix, Arizona, February 2024.
- + Topics in Energy & Mining, Appraisal Institute – Upstate Chapter Case Studies (Continuing Education for Appraisers), Waterloo, New York, June 2023.
- + Common Errors in Mineral Appraisals: A Reviewer's Perspective, Appraisal Institute – Upper Hudson Chapter Case Studies (Continuing Education for Appraisers), Fishkill, New York, October 2022.
- + Topics in Energy & Mining, Appraisal Institute – Upstate Chapter Case Studies (Continuing Education for Appraisers), Waterloo, New York, June 2022.
- + Common Errors in Mineral Appraisals: A Reviewer's Perspective, Appraisal Institute – Upstate Chapter Case Studies (Continuing Education for Appraisers), Waterloo, New York, June 2019.
- + Sensitivity Analysis: Tools for Litigation in Rapidly Changing Markets, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2017.
- + Small Firm Risk in New Hydrocarbon Plays, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2015.
- + Market Extraction of Income Modeling Parameters in New York and Pennsylvania, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2015.



Summary of Experience

Prior to joining Withum, Zack Smith worked for a national valuation firm as well as regional firms performing hundreds of projects for government agencies, including portfolios. A sample of larger government contracts won in the last three years include:

New York State Department of Transportation – Statewide (Exclusive Contract) – Three-year contract for appraisal, review, and litigation support services from 12/29/2021 – 12/28/2024.

New York State Department of Transportation – Project-based contract (Two awarded) – Appraisal and consulting services associated with the I-81 relocation project.

New York State Department of Transportation – Project-based contract (Two awarded) – Appraisal and consulting services associated with the Buffalo Skyway project.

Mr. Smith has testified as an expert witness in various courts on approximately two dozen occasions including on behalf of multiple government agencies. He has been employed twice by the New York State Office of the Attorney General and New York State Department of Transportation for the purpose of providing appraisal and expert witness services in the New York State Court of Claims.

A sample of current Withum clients in the government contracting space include:

- + Vermont Department of Building and General Services – Two Year Contract – 2024-2026
- + Massachusetts Department of Transportation – Approved Contractor – Current
- + Connecticut Department of Transportation – Approved Contractor – Current
- + Township of Wayne (NJ) – Term Contract – 2025
- + Town of Manchester (CT) – Approved Vendor - Current



Other eminent domain and government clients are summarized below. Note that this is a summary only for the project supervisor and does not constitute a complete list of the current or former clients of the company and/or the staff.

Client	Address
U.S. General Services Administration	Linda Clemens 819 Taylor Street, Room 11A30 Fort Worth, Texas 76102 T: 817-978-4242 E: linda.clemens@gsa.gov
NYS Department of Transportation	Brian Martin/Ellen Potter 333 East Washington Street Syracuse, New York 13202 T: 315-448-7332 E: Ellen.Potter@dot.ny.gov
Town of Guilderland (NY)	Bill Ryan 18 Corporate Woods Blvd Albany, NY 12211 T: (518) 465-9500 E: wfr@trklaw.com
Cattaraugus County (NY)	Erin Whitcomb 303 Court Street Little Valley, NY T: (716) 938-2391 E: elwhitcomb@cattco.org
NYS Office of Parks Recreation and Historic Preservation	Robert McCune 625 Broadway Albany, New York, 12207 T: (518) 474-0456 E: rmccune@parks.ny.gov
Town of Glenville (NY)	William S. Purtell 18 Glenridge Rd Glenville, NY 12302 T: 518-688-1200 x6 E: wpurtell@townofglenville.org
Town of Napoli (NY)	Dan Martionis 4672 Allegany Road Little Valley NY 14755 T: 716-938-6836 x4 E: napolinysupervisor@gmail.com



NYS Department of Environmental Conservation	Doug Haller 1130 North Westcott Road Schenectady, New York 12306-2014 T: (518) 357-2150 E: douglas.haller@dec.ny.gov
NYS Office of General Services	Laura Graham Bureau of Land Management 26th Floor – Corning Tower - Empire State Plaza Albany, New York 12242 T: 518-474-2195 E: laura.graham@ogs.ny.gov
NYS Office of the Attorney General	Alison Rowland The Capitol Albany, New York 12224 T: (518) 776-2722 E: Alison.Rowland@ag.ny.gov
Schoharie County (NY) Soil & Water Conservation District	Peter Nichols 173 South Grand Street Cobleskill, New York 12043-4649 T: (518) 823-4535 E: pnichols@schoharieswcd.org
Town of Vestal (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760
Warren County (NY)	Kevin Hajos 4028 Main Street Warrensburg, NY 12885 T: (518) 761-6556 E: Not Provided
Town of Keene (NY)	Erik Sandblom 453 Dixon Road, Ste. 7, Bldg. 3 Queensbury, NY 12804 T: 518-761-0417 E: info@sraengineers.com
Village of Fleishman (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
Town of Owego (NY)	Robert H. McKertich 2354 Route 434 Apalachin, NY 13732 T: (607) 723-9511 E: RMckertich@cglawoffices.com



Delaware County (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
City of Ithaca (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
Town of Union (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
Village of Deposit (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
Town of Fenton (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com

Client References

Client	Services Provided	Contact Information
Vermont Department of Building & General Services	Appraisal and Appraisal Review (2024 – 2026)	Lisa M. Kolb, Hazard Mitigation Grants Supervisor Lisa.kolb@vermont.gov (802) 585 0488
Massachusetts Department of Transportation	Appraisal (2024 – 2029)	Ricky Chan MassDOT, Office of Real Estate & Economic Development Ricky.chan@dot.state.ma.us (857) 248 3054
Township of Wayne (NJ)	Appraisal (2025)	Kristen Thatcher Kthatcher.jswa@outlook.com (703) 472 2363



Scope of Services

Pursuant to the Request for Qualification, the scope of services is to include the appraisal of 3 multi-family residential properties on a residential form report only.

Methodology & Timing

Our team has extensive experience in the creation and execution of property appraisal programs like the one requested and place a strong emphasis the role planning plays on execution. During the engagement planning phase Withum will review and discuss the project scope with client staff to ensure that all objectives are properly met. Once underway we will keep the client up to date. Based on these discussions, we will supply a detailed project plan. Below is a draft project plan based upon the provision of appraisal services.

Methodology and Timing – Appraisal Review

Timeline 2-Week Turn	Activity – Appraisal Review
Pre-Appraisal Conference	<ul style="list-style-type: none">+ Scheduled at the discretion of the client.
Post-Conference Activities:	
Week 1	<ul style="list-style-type: none">+ Inspections scheduled+ Data selection and verification
Week 2	<ul style="list-style-type: none">+ Report generation+ Report delivery

The work products to be delivered are described as appraisal reports. As such, the staff assigned to the project will be at a minimum a Certified General Appraiser in the State of Missouri. The project will be supervised by **Zack Smith, MAI, AI-GRS** and all reports will receive a final review by an MAI before delivery to the client.



Cost Proposal

This is a fixed fee assignment for the delivery of 3 appraisals completed in a residential form report format. Our fee for the described scope of work is **\$6,450 (\$2,150 per multi-family property)**.

Any additional consulting and/or expert witness services would typically be invoiced on an hourly basis unless negotiated as a supplement to the existing scope of work. In the event that additional services are necessary, below is a summary of sample fees.

Hourly Rates			Fixed Rates	
Service	Min	Max	Typical Range	
Arbitration/Expert Witness Services	\$170	\$600		
Administrative Staff	\$110	\$200		
Associates	\$170	\$230		
Senior Associates	\$200	\$330		
Managers	\$300	\$400		
Senior Managers	\$400	\$580		
Field Review			\$1,000	\$2,000
Desk Review			\$600	\$1,200
Restricted Appraisal - Commercial			\$1,200	\$2,000
Appraisal Report - Standard Uses ¹			\$2,500	\$7,500
Appraisal Report - Special Use ²			\$3,200	\$15,000
Appraisal Report - Machinery & Equipment ³			\$2,500	\$15,000

¹ Standard uses would be routine office, industrial, and retail properties. The low end of the range would represent low complexity, single tenant, owner occupied properties while the high end would represent high complexity, larger, multitenant properties.

² Special uses are typically as defined by SBA special use standards. Such common uses would include hotels, car washes, gas stations, and mining properties.

³ In the event that a complex appraisal may require a supplementary valuation or allocation of the machinery and equipment this represents a range of fees based upon complexity. The low end would be a desktop valuation while the high end would be an onsite inspection for a complex facility.



Insurance

The Firm has all insurance coverage required for providing the services listed in the RFP. Withum and its professional staff are covered by professional liability insurance with Aspen Specialty Insurance Company.

Upon award of the contract, we can provide proof of insurance.



Required Forms

**CITY OF UNIVERSITY CITY
REQUEST FOR QUOTATIONS
Professional Appraisal Services for FMA Grant**

The City of University City is working with the Missouri State Emergency Management Agency utilizing an FMA Grant to implement a program designed to help the owners of properties that have a history of flooding by acquiring and demolishing the properties to eliminate the risk of future flood damage. In accordance with the buyout policy, the City of University City intends to procure a state board certified and licensed appraisal company to complete the appraisals of these properties. The City of University City estimates the scope of properties to be appraised at three multi-family properties.

Quotes shall be emailed to Timika Lewis at tlewis@ucitymo.org, mailed or delivered to:

City of University City
City Hall
Attn: Purchasing – First Floor
6801 Delmar Blvd.
University City, MO 63130

Any questions should be directed to Timika Lewis, Purchasing Specialist, tlewis@ucitymo.org, (314) 505-8551.

The following stipulations must be used in the appraisals:

1. The City of University City is procuring these services with the permission of the owners. The appraisals are to be provided to the City of University City in sets of two originals for each property. Any requests for copies of these appraisals must be forwarded to the City of University City for decision.
2. A State board certified and licensed appraiser must make all appraisals.
3. All appraisals must be on Freddie Mac or similar appraisal forms. Narrative appraisals are not acceptable.
4. Appraisals for all properties must be made by parcel of land, even if there are multiple lots on a parcel and identified by parcel identification.
5. Manufactured homes must be appraised “where they are” on the lots from which they are to be sold.
6. All properties must be evaluated in a “pre-flood” condition as of the date of the flooding event, (July 22, 2022).
7. The appraiser must use a sales comparison approach for all appraisals. This approach must be used even if a subject property produces income for the owner.
8. The appraiser must be able to substantiate the values used for the sales of all comparables with documentation of sales if requested by the City of University City.
9. Comparables in the general area of the City of University City are acceptable as long as adjustments are made up or down to reflect the differences in property values when the comparables are not located in the immediate vicinity of the City of University City.
10. Site value adjustments absolutely must be made for any comparables that are not located in a floodplain when the subject property is located in a floodplain. All these properties to be appraised are located in the floodplain. Other adjustments for lot size, improvements, basements, etc. will be made as usual.
11. The estimated site value must be shown clearly somewhere in the appraisal in addition to the indicated value by sales comparison approach/(FMV). Any kitchen equipment (i.e., refrigerator) that is typically moved by the occupant upon departure should not be included in the final value of the property.
12. All appraisals must show clearly the estimated Fair Market Value (FMV).

Please provide letterhead quotations to the *City of University City*, City Hall, Attn: Purchasing, 6801 Delmar Boulevard, University City, MO 63130. The quotation should include a unit price for each of the following:



The City of University City's stipulations 1-12 are acceptable.

Cost is \$_____ per residential appraised.

Cost is \$ \$2,150 per multi-family appraised.

10 expected number of days to complete all project appraisals from the date of the notice to proceed

University City reserves the right to reject any quotations and deny payment for any quotation rejected. The City of University City is an equal-opportunity employer and encourages submission of quotes from minority and women-owned firms.

BID FORM

ADDRESS	LOCATOR NUMBER	BID PRICE
8056 Hafner Court	17K541204	\$2,150
8011 Hafner Court	17K541204	\$2,150
1215 Westover Court	17K541204	\$2,150

The City of University City's stipulations

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a

copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(G) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(H) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to

the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K)

See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



2300 Charlotte Avenue, Suite 103
Nashville, TN 37203

ADDENDA 2 – HMPG GRANT PROPOSAL



POWER IN THE PLUS™

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plus

City of University City





Letter of Transmittal

October 29, 2025

Timika Lewis
City of University City
6801 Delmar Blvd
University City, MO 63130

Dear Ms. Lewis:

Thank you for the opportunity to present this proposal to provide Appraisal Services for an HMPG Grant to the City of University City.

At WithumSmith+Brown, PC ("Withum" or the "Firm"), our foundation was built on the principle of world-class client service. We value and honor our relationships with our clients and for 50 years, they have come to rely on our continued commitment to providing smart solutions and tackling difficult challenges organizations face today. Withum helps clients handle day-to-day operations with less stress, provide at-a-glance feedback on how the business is doing and zero in on the critical issues that drive profitability.

The City of University City's stipulations 1-12 within the Request for Quotations are acceptable. Our proposed fee will be \$1,350 per single-family property (\$16,200 for 12 properties) and \$2,150 per multi-family property (\$2,150 for 1 property) for a total fee of \$18,350 with delivery within 10 business days of Notice To Proceed. The properties will be inspected by a member of Withum's staff who holds the Certified General Appraiser license in the State of Missouri with final review by an MAI.

We have extensive experience performing appraisals for disaster mitigation and recovery including current (2025) contracts for similar flood buyout programs for both city and state agencies in Vermont and New Jersey. Additionally, we have performed appraisals for recovery, insurance, and buyout efforts related to the 2023 Hawaii wildfires and the 2025 Palisades Fire (CA).

Thank you again for considering our proposal to serve you. In the meantime, if you have any questions, please do not hesitate to contact Zack Smith, MAI, AI-GRS, on his direct line (201) 366 0332 or zsmith@withum.com.

Very truly yours,



WE ARE AN
INDEPENDENT
MEMBER OF



THE GLOBAL
ADVISORY AND
ACCOUNTING
NETWORK
K-6-38



Zack Smith, MAI, AI-GRS
National Practice Leader, Real Estate Valuation
WithumSmith+Brown, PC



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About Withum

Firm Information		
Withum		
Local Address	2300 Charlotte Avenue, Suite 103 Nashville, TN 37203	
Headquarters Address	506 Carnegie Center, Suite 400 Princeton, NJ 08540	
Corporate Officer	Tom Hoberman	Brian McIntyre
Forensic & Valuation Services Division	(609) 945-7926 Thoberman@withum.com	(609) 429-5830 bmcintyre@withum.com

Withum is a forward-thinking, technology-driven advisory and accounting firm helping clients thrive in the new normal of business through remote, secure, collaborative and productive business solutions.

With office locations in major cities and financial centers across the country, and as an independent member of HLB, the global advisory and accounting network, Withum serves businesses and individuals on a local-to-global scale. Our professionals provide the expert advice and innovative solutions you need to Be in a Position of Strength in today's new reality of doing business.





Office Locations



CALIFORNIA

Carlsbad
Encino
Irvine
San Francisco
San Ramon



FLORIDA

Boca Raton
Orlando



ILLINOIS

Chicago



MARYLAND

Baltimore



MASSACHUSETTS

Boston
Braintree
Woburn



NEW JERSEY

East Brunswick
Princeton
Red Bank
Saddle Brook
Whippany



NEW YORK

Batavia
Buffalo
New York City
Rochester



OREGON

Portland



PENNSYLVANIA

Philadelphia



RHODE ISLAND

Providence



TENNESSEE

Nashville



TEXAS

Houston



WASHINGTON

Seattle



WASHINGTON, DC



CAYMAN ISLAND



INDIA

Bengaluru



Our professionals serve as the trusted strategic partner that you require, with a distinct expertise in the industry. We pride ourselves on our proactive, strategic thinking and "no surprises" approach, which ensures that we will be:



"24-7" Client Service

What sets Withum apart is our ability to go beyond the traditional accounting, auditing and tax services and serve as your trusted advisor. Communication and accessibility are key; we know that issues and challenges don't always operate on a 9AM-to-5PM schedule. At the start of engagements, our cell phone numbers are provided to give you access to our professional team. Throughout the engagement, team members are on-call to your team to answer any questions.

No Surprises

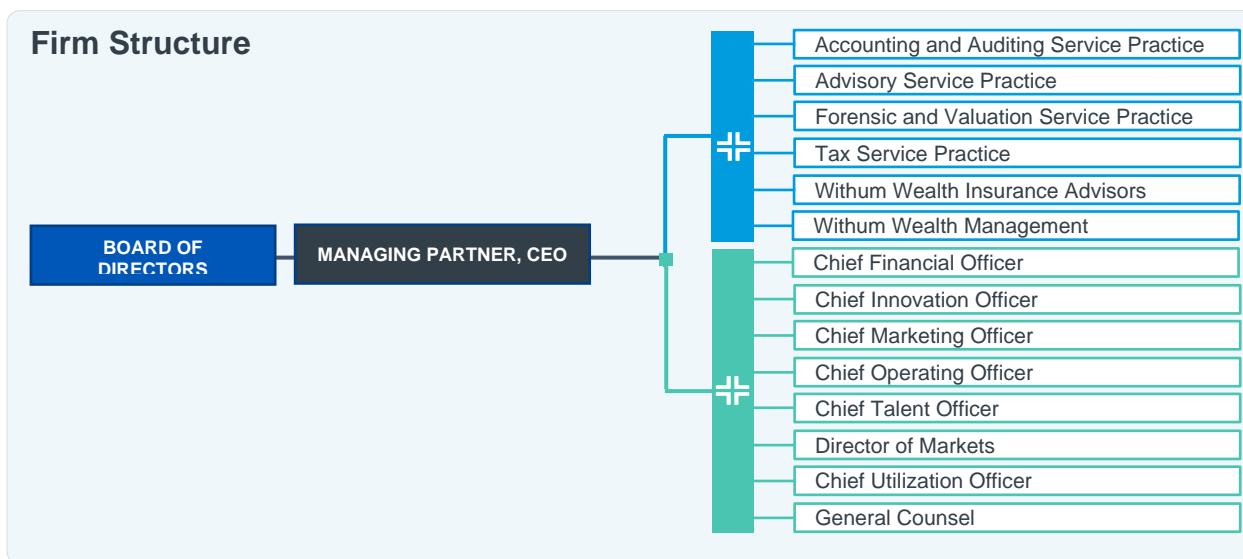
Our standard business practice and philosophy is to foster long-term relationships as a partner to our clients. Consistent with this philosophy, we do not charge for routine questions or requests. However, in the spirit of transparency, additional out-of-pocket expenses may include: data security, technology, travel, accommodations and postage.

In accordance with our "no surprises" approach, if we are confronted with unexpected circumstances and overruns (e.g., expansion of scope, new activities or changing regulations) during our recurring services, we will meet with you and obtain your approval for any additional work and billings before proceeding.



Firm Size and Structure

Withum is privately held and owned by the equity partners of the Firm and governed by its Board of Directors. Reporting to the Board is the Managing Partner and CEO. The Board of Directors is comprised of twelve members, including the Managing Partner and CEO. Board of Directors members are either elected to three-year terms by the shareholders with the ability to serve two consecutive terms, and three are appointed by the CEO to a one-year term.



Our professionals are aligned such that they work in areas where they have particular expertise in order to better service our clients. As our professionals develop in their careers, they join the Firm's various industry and service niches where they focus on developing the in-depth, industry specific, professional knowledge required to provide world class service to their clients. Each industry and service line has a designated Practice Leader who oversees the practice area and reports to the Director of Markets and Chief Marketing Officer in addition to the CEO/Managing Partner.

This industry-focused organization structure means that our professionals speak your language, understand your business and know other professionals in the industry. Your engagement team is made up of professionals from our Forensic and Valuation Services Team in order to ensure that you receive the highest levels of quality service, technical expertise and industry knowledge.

Our Forensic and Valuation Services (FVS) Team includes a comprehensive service line including Real Estate, Business, and Tangible Asset Valuation, Review and Consulting. Our team consists of experts with years of experience in the field of property valuation assisting clients like to the City of Taunton in similar engagements.



Summary of Qualifications

Zack Smith, MAI, AI-GRS, CMA

National Team Leader, Real Estate Valuation

Professional Experience

- + Performed services and/or supervised and reviewed work performed in over 45 states, the District of Columbia, Europe, South America, and Asia.
- + Qualified as an expert witness in litigation approximately two dozen times in cases concerning residential and commercial real estate, oil, natural gas, and mining properties, conservation easements, and condemnation/ eminent domain.
- + A sample of past clients includes Morgan Stanley, Citibank, Chase, the US General Services Administration, NYS Office of the Attorney General, and the US Department of Justice.



Credentials/Education

- + Certified General Appraiser, Numerous States
- + Certified Mineral Appraiser, IIMA
- + MBA, Finance & ABD, Geological Sciences, Binghamton University
- + BA, Geology & General Science, Alfred University
- + Yellow Book (14-hour) – The Appraisal Institute (2016)
- + Yellow Book Update (4-hour) – McKissock (2024)

Memberships

- + Appraisal Institute
 - Board of Directors Upstate New York Chapter
 - Chair, Candidate Guidance Committee
- + International Institute of Mineral Appraisers
 - Executive Committee
 - Chair, Certification Committee
- + Society of Mining, Metallurgy and Exploration
 - Chair, Valuation Standards Committee
 - 2025 & 2026 Valuation Section Chair

Presentations

- + Energy & Mining Valuation Basics, The Appraisal Institute, Continuing Education for Real Estate Professionals (OH, PA, WV), Pittsburgh, Pennsylvania, May 2025.

Industry

- Real Estate
- Energy and Mining

Service

- Real Estate Valuation and Appraisal
- Litigation Support and Expert Witness Services
- Energy and Mining Valuation
- Condemnation/Eminent Domain



- + Economic Damages in Extractive Industries, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2025.
- + Highest & Best Use Analysis in Energy & Mining, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2025.
- + Understanding Hotel Valuations in a Changing Market (Article), Withum Thought Leadership Series, October 2024 (Digital).
- + Lodging Insight and Innovation (Podcast), Understanding Hotel Valuations in a Changing Market, October 2024 (Digital).
- + Conservation Easements and Mineral Appraisal – Case Law, Review, and Red Flags, International Institute of Mineral Appraisers Eastern Region Fall Conference, Pittsburgh, Pennsylvania, October 2024.
- + Valuation Standards for Mineral Appraisal, Appraisal Institute – Upstate Chapter Case Studies (Continuing Education for Appraisers), Waterloo, New York, June 2024.
- + Reviewing Mineral Appraisals: Common Errors & Red Flags, Society for Mining, Metallurgy and Exploration Annual Conference, Phoenix, Arizona, February 2024.
- + Topics in Energy & Mining, Appraisal Institute – Upstate Chapter Case Studies (Continuing Education for Appraisers), Waterloo, New York, June 2023.
- + Common Errors in Mineral Appraisals: A Reviewer's Perspective, Appraisal Institute – Upper Hudson Chapter Case Studies (Continuing Education for Appraisers), Fishkill, New York, October 2022.
- + Topics in Energy & Mining, Appraisal Institute – Upstate Chapter Case Studies (Continuing Education for Appraisers), Waterloo, New York, June 2022.
- + Common Errors in Mineral Appraisals: A Reviewer's Perspective, Appraisal Institute – Upstate Chapter Case Studies (Continuing Education for Appraisers), Waterloo, New York, June 2019.
- + Sensitivity Analysis: Tools for Litigation in Rapidly Changing Markets, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2017.
- + Small Firm Risk in New Hydrocarbon Plays, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2015.
- + Market Extraction of Income Modeling Parameters in New York and Pennsylvania, Society for Mining, Metallurgy and Exploration Annual Conference, Denver, Colorado, February 2015.



Summary of Experience

Prior to joining Withum, Zack Smith worked for a national valuation firm as well as regional firms performing hundreds of projects for government agencies, including portfolios. A sample of larger government contracts won in the last three years include:

New York State Department of Transportation – Statewide (Exclusive Contract) – Three-year contract for appraisal, review, and litigation support services from 12/29/2021 – 12/28/2024.

New York State Department of Transportation – Project-based contract (Two awarded) – Appraisal and consulting services associated with the I-81 relocation project.

New York State Department of Transportation – Project-based contract (Two awarded) – Appraisal and consulting services associated with the Buffalo Skyway project.

Mr. Smith has testified as an expert witness in various courts on approximately two dozen occasions including on behalf of multiple government agencies. He has been employed twice by the New York State Office of the Attorney General and New York State Department of Transportation for the purpose of providing appraisal and expert witness services in the New York State Court of Claims.

A sample of current Withum clients in the government contracting space include:

- + Vermont Department of Building and General Services – Two Year Contract – 2024-2026
- + Massachusetts Department of Transportation – Approved Contractor – Current
- + Connecticut Department of Transportation – Approved Contractor – Current
- + Township of Wayne (NJ) – Term Contract – 2025
- + Town of Manchester (CT) – Approved Vendor - Current



Other eminent domain and government clients are summarized below. Note that this is a summary only for the project supervisor and does not constitute a complete list of the current or former clients of the company and/or the staff.

Client	Address
U.S. General Services Administration	Linda Clemens 819 Taylor Street, Room 11A30 Fort Worth, Texas 76102 T: 817-978-4242 E: linda.clemens@gsa.gov
NYS Department of Transportation	Brian Martin/Ellen Potter 333 East Washington Street Syracuse, New York 13202 T: 315-448-7332 E: Ellen.Potter@dot.ny.gov
Town of Guilderland (NY)	Bill Ryan 18 Corporate Woods Blvd Albany, NY 12211 T: (518) 465-9500 E: wfr@trklaw.com
Cattaraugus County (NY)	Erin Whitcomb 303 Court Street Little Valley, NY T: (716) 938-2391 E: elwhitcomb@cattco.org
NYS Office of Parks Recreation and Historic Preservation	Robert McCune 625 Broadway Albany, New York, 12207 T: (518) 474-0456 E: rmccune@parks.ny.gov
Town of Glenville (NY)	William S. Purtell 18 Glenridge Rd Glenville, NY 12302 T: 518-688-1200 x6 E: wpurtell@townofglenville.org
Town of Napoli (NY)	Dan Martionis 4672 Allegany Road Little Valley NY 14755 T: 716-938-6836 x4 E: napolinysupervisor@gmail.com



NYS Department of Environmental Conservation	Doug Haller 1130 North Westcott Road Schenectady, New York 12306-2014 T: (518) 357-2150 E: douglas.haller@dec.ny.gov
NYS Office of General Services	Laura Graham Bureau of Land Management 26th Floor – Corning Tower - Empire State Plaza Albany, New York 12242 T: 518-474-2195 E: laura.graham@ogs.ny.gov
NYS Office of the Attorney General	Alison Rowland The Capitol Albany, New York 12224 T: (518) 776-2722 E: Alison.Rowland@ag.ny.gov
Schoharie County (NY) Soil & Water Conservation District	Peter Nichols 173 South Grand Street Cobleskill, New York 12043-4649 T: (518) 823-4535 E: pnichols@schoharieswcd.org
Town of Vestal (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760
Warren County (NY)	Kevin Hajos 4028 Main Street Warrensburg, NY 12885 T: (518) 761-6556 E: Not Provided
Town of Keene (NY)	Erik Sandblom 453 Dixon Road, Ste. 7, Bldg. 3 Queensbury, NY 12804 T: 518-761-0417 E: info@sraengineers.com
Village of Fleishman (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
Town of Owego (NY)	Robert H. McKertich 2354 Route 434 Apalachin, NY 13732 T: (607) 723-9511 E: RMckertich@cglawoffices.com



Delaware County (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
City of Ithaca (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
Town of Union (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
Village of Deposit (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com
Town of Fenton (NY)	Robert Congdon 10 Madison Avenue Endicott, NY 13760 T: (607) 757-0435 E: rdcongdon@stny.rr.com

Client References

Client	Services Provided	Contact Information
Vermont Department of Building & General Services	Appraisal and Appraisal Review (2024 – 2026)	Lisa M. Kolb, Hazard Mitigation Grants Supervisor Lisa.kolb@vermont.gov (802) 585 0488
Massachusetts Department of Transportation	Appraisal (2024 – 2029)	Ricky Chan MassDOT, Office of Real Estate & Economic Development Ricky.chan@dot.state.ma.us (857) 248 3054
Township of Wayne (NJ)	Appraisal (2025)	Kristen Thatcher Kthatcher.jswa@outlook.com (703) 472 2363



Scope of Services

Pursuant to the Request for Qualification, the scope of services is to include the appraisal of 12 single-family and 1 multi-family residential properties on a residential form report only.

Methodology & Timing

Our team has extensive experience in the creation and execution of property appraisal programs like the one requested and place a strong emphasis the role planning plays on execution. During the engagement planning phase Withum will review and discuss the project scope with client staff to ensure that all objectives are properly met. Once underway we will keep the client up to date. Based on these discussions, we will supply a detailed project plan. Below is a draft project plan based upon the provision of appraisal services.

Methodology and Timing – Appraisal Review

Timeline 2-Week Turn	Activity – Appraisal Review
Pre-Appraisal Conference	<ul style="list-style-type: none">+ Scheduled at the discretion of the client.
Post-Conference Activities:	
Week 1	<ul style="list-style-type: none">+ Inspections scheduled+ Data selection and verification
Week 2	<ul style="list-style-type: none">+ Report generation+ Report delivery

The work products to be delivered are described as appraisal reports. As such, the staff assigned to the project will be at a minimum a Certified General Appraiser in the State of Missouri. The project will be supervised by **Zack Smith, MAI, AI-GRS** and all reports will receive a final review by an MAI before delivery to the client.



Cost Proposal

This is a fixed fee assignment for the delivery of 13 appraisals completed in a residential form report format. Our fee for the described scope of work is **\$18,350 (\$1,350 per single-family property and \$2,150 per multi-family property)**.

Any additional consulting and/or expert witness services would typically be invoiced on an hourly basis unless negotiated as a supplement to the existing scope of work. In the event that additional services are necessary, below is a summary of sample fees.

Hourly Rates			Fixed Rates	
Service	Min	Max	Typical Range	
Arbitration/Expert Witness Services	\$170	\$600		
Administrative Staff	\$110	\$200		
Associates	\$170	\$230		
Senior Associates	\$200	\$330		
Managers	\$300	\$400		
Senior Managers	\$400	\$580		
Field Review			\$1,000	\$2,000
Desk Review			\$600	\$1,200
Restricted Appraisal - Commercial			\$1,200	\$2,000
Appraisal Report - Standard Uses ¹			\$2,500	\$7,500
Appraisal Report - Special Use ²			\$3,200	\$15,000
Appraisal Report - Machinery & Equipment ³			\$2,500	\$15,000

¹ Standard uses would be routine office, industrial, and retail properties. The low end of the range would represent low complexity, single tenant, owner occupied properties while the high end would represent high complexity, larger, multitenant properties.

² Special uses are typically as defined by SBA special use standards. Such common uses would include hotels, car washes, gas stations, and mining properties.

³ In the event that a complex appraisal may require a supplementary valuation or allocation of the machinery and equipment this represents a range of fees based upon complexity. The low end would be a desktop valuation while the high end would be an onsite inspection for a complex facility.



Insurance

The Firm has all insurance coverage required for providing the services listed in the RFP. Withum and its professional staff are covered by professional liability insurance with Aspen Specialty Insurance Company.

Upon award of the contract, we can provide proof of insurance.



Required Forms

**CITY OF UNIVERSITY CITY
REQUEST FOR QUOTATIONS
Professional Appraisal Services for HMGP Grant**

The City of University City is working with the Missouri State Emergency Management Agency utilizing an HMGP Grant to implement a program designed to help the owners of properties that have a history of flooding by acquiring and demolishing the properties to eliminate the risk of future flood damage. In accordance with the buyout policy, the City of University City intends to procure a state board certified and licensed appraisal company to complete the appraisals of these properties. The City of University City estimates the scope of properties to be appraised at twelve (12) residential properties and one (1) multi-family.

Quotes shall be emailed to Timika Lewis at tlewis@ucitymo.org, mailed or delivered to:
City of University City
City Hall
Attn: Purchasing – First Floor
6801 Delmar Blvd.
University City, MO 63130

Any questions should be directed to Timika Lewis, Purchasing Specialist, tlewis@ucitymo.org, (314) 505-8551.

The following stipulations must be used in the appraisals:

1. The City of University City is procuring these services with the permission of the owners. The appraisals are to be provided to the City of University City in sets of two originals for each property. Any requests for copies of these appraisals must be forwarded to the City of University City for decision.
2. A State board certified and licensed appraiser must make all appraisals.
3. All appraisals must be on Freddie Mac or similar appraisal forms. Narrative appraisals are not acceptable.
4. Appraisals for all properties must be made by parcel of land, even if there are multiple lots on a parcel and identified by parcel identification.
5. Manufactured homes must be appraised “where they are” on the lots from which they are to be sold.
6. All properties must be evaluated in a “pre-flood” condition as of the date of the flooding event, (July 22, 2022).
7. The appraiser must use a sales comparison approach for all appraisals. This approach must be used even if a subject property produces income for the owner.
8. The appraiser must be able to substantiate the values used for the sales of all comparables with documentation of sales if requested by the City of University City.
9. Comparables in the general area of the City of University City are acceptable as long as adjustments are made up or down to reflect the differences in property values when the comparables are not located in the immediate vicinity of the City of University City.
10. Site value adjustments absolutely must be made for any comparables that are not located in a floodplain when the subject property is located in a floodplain. All these properties to be appraised are located in the floodplain. Other adjustments for lot size, improvements, basements, etc. will be made as usual.
11. The estimated site value must be shown clearly somewhere in the appraisal in addition to the indicated value by sales comparison approach/(FMV). Any kitchen equipment (i.e., refrigerator) that is typically moved by the occupant upon departure should not be included in the final value of the property.
12. All appraisals must show clearly the estimated Fair Market Value (FMV).

Please provide letterhead quotations to the *City of University City*, City Hall, Attn: Purchasing, 6801 Delmar Boulevard, University City, MO 63130. The quotation should include a unit price for each of the following:



The City of University City's stipulations 1-12 are acceptable.

Cost is \$ \$1,350 per residential appraised.

Cost is \$ \$2,150 per multi-family appraised.

10 expected number of days to complete all
project appraisals from the date of the notice to proceed

University City reserves the right to reject any quotations and deny payment for any quotation rejected. The City of University City is an equal-opportunity employer and encourages submission of quotes from minority and women-owned firms.

BID FORM

ADDRESS	LOCATOR NUMBER	BID PRICE
1163 Wilson	17J421097	\$1,350
1157 Wilson	17J420337	\$1,350
1153 Wilson	17J420315	\$1,350
1149 Wilson	17J420250	\$1,350
1131 Wilson	17J420052	\$1,350
7439 Ahern	17J141476	\$1,350
7442 Ahern	17J130814	\$1,350
1052 Wilson	17J130070	\$1,350
1087 Wilson	17J130652	\$1,350
1083 Wilson	17J130603	\$1,350
1079 Wilson	17J130520	\$1,350
1075 Wilson	17J130498	\$1,350
8061 Hafner	17K541194	\$2,150

The City of University City's stipulations

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a

copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(G) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(H) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to

the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K)

See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



2300 Charlotte Avenue, Suite 103
Nashville, TN 37203

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



NUMBER:

For City Clerk Use

CA20251208-07

SUBJECT/TITLE:

Ratification of Agreement with Security Title for Title Services for FMA and HMGP FEMA Flood Buyout Program

PREPARED BY:

Becky Ahlvin

DEPARTMENT / WARD

Planning & Zoning / Ward 2

AGENDA SECTION:

Consent Agenda

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

City Manager recommends ratifying the agreement with Security Title for title services for the FMA and HMGP FEMA Flood Buyout Program.

FISCAL IMPACT:

The FMA Flood Buyout Program is 100% federally funded and the estimated title services cost is \$3,449.50 to \$3,887.00. The HMGP Flood Buyout Program is 75% federally funded, with 25% funded by the City of University City. Staff estimates title services for the HMGP properties to cost \$22,829.00 to \$25,464.00, of which the City would be responsible for \$5,707.25 to \$6,366.00. Actual final cost is based on title insurance.

AMOUNT:	\$26,278.50 - \$29,351.00	ACCOUNT No.:	
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FROM FUND:	American Rescue Plan	TO FUND:	Fund Reserves
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EXPLANATION:

The next step in the FEMA flood buyout process is to complete property appraisals and title services.

STAFF COMMENTS AND BACKGROUND INFORMATION:

Once property appraisals and title services are finalized, SEMA will use that information to prepare official buyout offers for the affected property owners.

Security Title will complete title searches, provide title insurance, and assist with the property closings.

The City received one bid for title services. Security Title is the lowest, most responsive bidder for title services.

CIP No.	N/A
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RELATED ITEMS / ATTACHMENTS:

1. Security Title Services Proposal
2. Bid Form

LIST CITY COUNCIL GOALS (S):

Community Quality of Life, Infrastructure

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

December 8, 2025



REQUEST FOR QUOTATIONS

Professional Title Services

The City of University City, Missouri (hereinafter, “the City”) has been working with state and federal agencies to develop and implement programs designed to help homeowners and tenants who experienced damage from flooding in July 2022.

In accordance with the buyout policy, the City must procure a qualified title company to complete title searches, provide title insurance, and manage the property closings. The City estimates but does not guarantee the acquisition of approximately *sixteen (16) properties*. *Three (3) of the properties are multi-family residential buildings and are part of the Flood Mitigation Assistance (FMA) project. One (1) multi-family residential building and (12) single-family homes are part of the Hazard Mitigation Grant Program (HMGP) project. A list of the sixteen (16) properties is attached and incorporated by reference.*

Please provide letterhead quotations to tlewis@ucitymo.org, mailed or delivered to:

City of University City
City Hall
Attn: Purchasing – First Floor 6801 Delmar Blvd.
University City, MO 63130

Any questions should be directed to Timika Lewis, Purchasing Specialist, tlewis@ucitymo.org. (314) 505-8551.

The bids should include a unit price for each of the following:

Title search	\$350.00	per residential property
Title search	\$750.00	per commercial property***
Closing fee	\$677.00**	per property
Title commitment	\$Included in insurance	per property
Title insurance	\$(See chart)	per property
Preparation of warranty deed	\$N/A	per property

Quotations must be received by **4:00 p.m. October 31, 2025.**

**Closing fee consists of:

- Closing fee for Buyer and Seller
- Closing Protection letters for Buyer and Seller
- E-recording fee for 1 Warranty Deed
- County recording charge for 1: 3-page Warranty Deed
- Preparation of Warranty Deed

***8011 & 8056 is the same tax parcel. 1215 Westover is part of that complex, but a separate tax parcel. These 3 addresses are an apartment complex and would be **the** commercial parcel.

Total Search and Closing fees based on address list provided by University City:

12 residential properties:	Search fees total:	\$4,200.00
1 commercial property:	Search fee total: \$	\$750.00
13 Closing fees:	Closing fee total: \$	\$8,801.00
Total fees exclusive of title insurance:		\$13,751.00

Proposed Title Insurance Pricing for City of University City Flood Buyout

Title Policy: minimum charge: \$530.00 see chart below

Policy Amount	Risk Rate	Title Service Charges	Total
Up to \$49,999	\$0 - \$70.00	\$0 - \$460.00	\$530.00 minimum
\$50K-\$99,999	\$70.00-\$130.00	\$460.00-\$610.00	\$530.00-\$740.00
\$100K-\$149,999	\$130.00-\$170.00	\$610.00-\$685.00	\$740.00-\$855.00
\$150K-\$249,999	\$170.00-\$250.00	\$685.00-\$785.00	\$855.00-\$1,035.00
\$250K-\$499,999	\$250.00-\$450.00	\$785.00-\$1,035.00	\$1,035.00-\$1,485.00
\$500K - \$749,999	\$450.00 - \$637.00	\$1,035.00- \$1,385.00	\$1,485.00-\$2,022.00
\$750K- \$999,999	\$637.50- \$825.00	\$1,385.00-\$1,635.00	\$2,022.50-\$2,460.00
\$1M +	Call for estimate		

Turn time for search work will be 30 days for bulk orders.

Questions: Wendy Cromer

Wendy.Cromer@fnf.com

314.402.6626

Accepted this 4th day of December, 2025.

Security Title, a division of Fidelity National Title Company LLC

By: Wendy R. Cromer

Wendy R. Cromer, Authorized Signatory

City of University City, Missouri

By: _____

City Manager, Gregory Rose

7701 Forsyth Blvd., Suite 950, Clayton, MO 63105

Phone: 314.780.1890 Fax: 314.514.9735

BID FORM

ADDRESS	LOCATOR NUMBER	BID PRICE
1163 Wilson	17J421097	
1157 Wilson	17J420337	
1153 Wilson	17J420315	
1149 Wilson	17J420250	
1131 Wilson	17J420052	
7439 Ahern	17J141476	
7442 Ahern	17J130814	
1052 Wilson	17J130070	
1087 Wilson	17J130652	
1083 Wilson	17J130603	
1079 Wilson	17J130520	
1075 Wilson	17J130498	
8061 Hafner	17K541194	

BID FORM

ADDRESS	LOCATOR NUMBER	BID PRICE
8056 Hafner Court	17K541204	
8011 Hafner Court	17K541204	
1215 Westover Court	17K541204	

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



NUMBER:

For City Clerk Use

SUBJECT/TITLE:

PREPARED BY:

DEPARTMENT / WARD

AGENDA SECTION:

CAN ITEM BE RESCHEDULED?

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

AMOUNT:

ACCOUNT No.:

FROM FUND:

TO FUND:

EXPLANATION:

STAFF COMMENTS AND BACKGROUND INFORMATION:

CIP No.

RELATED ITEMS / ATTACHMENTS:

LIST CITY COUNCIL GOALS (S):

RESPECTFULLY SUBMITTED:

MEETING DATE:

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



NUMBER:
For City Clerk Use

UB20251208-01

SUBJECT/TITLE:

Pension Plan Amendment - One-Time COLA of 1% for existing retirees of the Non-Uniformed Employees Retirement System

PREPARED BY:

Keith Cole - Director of Finance

DEPARTMENT / WARD

Finance / All

AGENDA SECTION:

Unfinished Business - Bill 9577

CAN ITEM BE RESCHEDULED?

Yes

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:

The City Manager recommends approval of the One-Time COLA of 1% for the existing retirees of the Non-Uniformed Employees Retirement System which was approved by the Non-Uniformed Employees Retirement System Pension Board.

FISCAL IMPACT:

Fiscal Impact to the Non-Uniformed Employees Retirement System Pension Plan is approximately \$18,212

AMOUNT:	Approximately \$18,212	ACCOUNT No.:	n/a
FROM FUND:	Non-Uniformed Pension Fund	TO FUND:	Non-Uniformed Pension Fund

EXPLANATION:

Retirees and beneficiaries of the Non-Uniformed Employees Retirement System Pension Plan as of January 1, 2025 would be impacted. The effective date of the 1% monthly benefit COLA increase would be January 1, 2026.

STAFF COMMENTS AND BACKGROUND INFORMATION:

At the October 28, 2025 Pension Board meeting, the Non-Uniformed Employees Retirement System Board made a motion, seconded, and carried unanimously to approve a 1% COLA for the Non-Uniformed Pension Plan retirees. Council approved a 1% COLA back on September 23, 2024, which went into effect, December 1, 2024. Prior to this, Council approved a 2% COLA back on September 11, 2023, which went into effect December 1, 2023.

CIP No.

RELATED ITEMS / ATTACHMENTS:

1. Bill Number 9577
2. Memo - Cost Statement

LIST CITY COUNCIL GOALS (S):

Prudent Fiscal Management

RESPECTFULLY SUBMITTED:

City Manager, Gregory Rose

MEETING DATE:

December 8, 2025

INTRODUCED BY:

DATE: November 24, 2025

BILL NO. 9577

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 130.580 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO NON-UNIFORMED EMPLOYEES RETIREMENT SYSTEM BENEFIT ADJUSTMENTS, BY INCREASING MONTHLY BENEFITS TO RETIREES AND THEIR BENEFICIARIES OTHER THAN CHILDREN BY ONE PERCENT.

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

Section 1. Section 130.580 of the Municipal Code of the City of University City, Missouri, relating to non-uniformed employees retirement system benefit adjustments, is hereby amended by increasing monthly benefits to retirees and their beneficiaries other than children by one percent, so that said section, as so amended, shall read as follows:

Section 130.580. Benefit Adjustments.

A. All retirees and beneficiaries shall continue to receive the increases in monthly benefits previously authorized by ordinance. Said increases are as follows:

1. Effective February 23, 1987, a monthly increase of ten percent (10%) to retirees who retired prior to September 1, 1981, and to beneficiaries whose spouses retired prior to September 1, 1981, provided such retirees and beneficiaries were receiving benefits as of February 23, 1987;
2. Effective January 1, 1990, a monthly increase of ten dollars (\$10.00) to all retirees who retired prior to January 1, 1989, and to their beneficiaries, provided such retirees and beneficiaries were receiving benefits as of January 1, 1990;
3. Effective December 1992, a monthly increase of twenty-five dollars (\$25.00) to all retirees who retired prior to July 1, 1991, and to their beneficiaries other than children, provided such retirees and beneficiaries were receiving benefits as of December, 1992.

B. Effective January 1, 1995, all retirees who retired prior to June 1, 1994, and whose employment terminated after they became eligible for retirement pursuant to this Article, and their beneficiaries other than children, shall receive a monthly benefits increase of ten dollars (\$10.00), provided such retirees and beneficiaries were receiving benefits as of January 1, 1995.

C. Effective July 1, 1998, all retirees who retired prior to December 31, 1996, and whose employment terminated after they became eligible for retirement pursuant to this Article, and their beneficiaries other than children, shall receive a monthly benefits increase of twenty dollars (\$20.00), provided such retirees and beneficiaries were receiving benefits as of July 1, 1998.

D. Effective July 1, 2000, all retirees who retired prior to December 31, 1999, and whose employment terminated after they became eligible for retirement pursuant to this Article, and their beneficiaries other than children, shall receive a monthly benefits increase of the greater of five percent (5%) or forty dollars (\$40.00), provided such retirees and beneficiaries were receiving benefits as of July 1, 2000.

E. Effective July 1, 2003, all retirees who retired prior to January 1, 2003, and whose employment terminated after they became eligible for retirement pursuant to this Article, and their beneficiaries other than children, shall receive a monthly benefits increase of twenty dollars (\$20.00), provided such retirees and beneficiaries were receiving benefits as of January 1, 2003.

F. Effective July 1, 2007, all retirees who retired prior to January 1, 2007, and whose employment terminated after they became eligible for retirement pursuant to this Article, and their beneficiaries other than children, shall receive a monthly benefits increase of twenty-five dollars (\$25.00), provided such retirees and beneficiaries were receiving benefits as of January 1, 2007.

G. Effective December 1, 2023, all retirees who retired prior to January 1, 2023, and whose employment terminated after they became eligible for retirement pursuant to this Article, and their beneficiaries other than children, shall receive a monthly benefits increase of two percent (2%), provided such retirees and beneficiaries were receiving benefits as of January 1, 2023.

H. Effective December 1, 2024, all retirees who retired prior to January 1, 2024, and whose employment terminated after they became eligible for retirement pursuant to this Article, and their beneficiaries other than children, shall receive a monthly benefits increase of one percent (1%), provided such retirees and beneficiaries were receiving benefits as of January 1, 2024.

I. Effective January 1, 2026, all retirees who retired prior to January 1, 2025, and whose employment terminated after they became eligible for retirement pursuant to this Article, and their beneficiaries other than children, shall receive a monthly benefits increase of one percent (1%), provided such retirees and beneficiaries were receiving benefits as of January 1, 2025.

Section 2. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND ADOPTED this _____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Finance Department

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 863-0921

MEMORANDUM

TO: Gregory Rose, City Manager

FROM: Keith Cole, Director of Finance

DATE: November 24, 2025

SUBJECT: Cost Statement Need – Non-Uniformed Pension Plan Retirees 1% COLA

Missouri Requirement for Cost Statement of Proposed Changes:

Revised Missouri Statute Section 105.660 defines a “Substantial proposed change” as a proposed change in future plan benefits that meets any one of the following criteria:

- Would increase or decrease the total contribution percent by at least one-quarter of one percent of active employee payroll;
- Would increase or decrease a plan benefit by five percent or more; or
- Would materially affect the actuarial soundness of the plan.

If any of the conditions are met, Section 105.665 requires the actuary to provide a formal cost statement to the legislative body before the body takes any final action.

The Actuary completed an estimated cost of the 1% COLA to be approximately \$18,212. As a percentage of payroll, it is about 0.19%, which is below the required 0.25% as stated above in Missouri Statute Section 105.660.

From this analysis, it appears a formal Cost Statement is not required.