ST. LOUIS DEVELOPMENT CORPORATION

BOARD OF DIRECTORS
REGULAR BOARD MEETING – REGULAR SESSION

August 20, 2026 at 2:15 p.m.

1520 Market Street

SLDC Main Boardroom (278)

AGENDA

Interested persons may attend this meeting virtually. In order to ensure that the Board and the public are able to connect successfully, we recommend that you call in or join via Zoom starting at 1:45 p.m. to allow time to correct any connection issues. The host will open the phone line and initiate the meeting at that time. If you experience any issues accessing the meeting, please call (314) 657-3749 for assistance.

Access to the meeting by the public can be done in two ways:

https://us02web.zoom.us/j/89247448203

by Telephone, dial: (301) 715 8592 Webinar ID: 892 4744 8203

Zoom may be accessed at www.zoom.us and instructions on its use are available at: https://support.zoom.us/hc/en-us

ACCESSIBILITY: Persons who need accommodations relating to accessibility should contact Myisa Sykes at Sykesm@stlouis-mo.gov or by phone at (314) 657-3749, or (314) 589-6000 (TTY). Prior notice of two business days is recommended for accommodation requests

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1. **CALL TO ORDER AND ROLL CALL**

2. **APPROVAL OF MINUTES** – July 16, 2026 Regular Board Meeting

3. **RESOLUTION NO. 26-SLDC-1088** - Adopting Updates to Procurement Policy for Acquisition of Professional Services, Other than Architects, Engineers and Land Surveyors [James Morrow]

The official Agenda was posted on the bulletin board in the lobby of 1520 Market Street prior to 2:15 p.m. on August 19, 2026, and items may be withdrawn or modified before or during the public meeting at the discretion of the Board.

4. **<u>RESOLUTION NO. 26-SLDC-1089</u> -** Adopting a Procurement Policy for Acquisition of all Other Services [James Morrow]

5. **<u>RESOLUTION NO. 26-SLDC-1093</u> -** Approving Memorandum of Understanding and Funding Agreement with the City of St. Louis by and through the Airport Authority [David Meyer]

6. **<u>DIRECTOR'S REPORT/ OPEN AGENDA</u>**

   - Executive Director Updates [Stephen Westbrooks]

7. **<u>EXECUTIVE SESSION</u>**

   (a) Proceedings involving legal actions, causes of action or litigation, or confidential or privileged communications with attorneys, as provided by Section 610.021(1) RSMo.;
   (b) Proceedings to discuss matters regarding hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed, as provided by Section 610.021(3) RSMo.;
   (c) Proceedings involving sealed bids and proposals and related documents, or documents related to a negotiated contract, as provided by Section 610.021(12) RSMo;
   (d) Proceedings involving individually identifiable personnel records, performance ratings or records pertaining to employees, as provided by Section 610.021(13) RSMo.

8. Next Regular Board Meeting is scheduled for September 17, 2026

9. **<u>ADJOURNMENT</u>**

MINUTES
St. Louis Development Corporation
Regular Board Meeting – Regular Session
SLDC Board Room 278
Thursday, July 16, 2026 8:00 a.m.

Board Members Present:	Calvin Arnold, Alderwoman Clark-Hubbard, Loura Gilbert, Lori Koenig, Matthew McBride, Alderwoman Sonnier, Sean Spencer, Vincent Young, and Chair Stephen Davis
Board Members Absent:	None
Staff Present:	Shelton Anderson, Deion Broxton, Salise Cobb, Caressa Davis, Melissa Garcia, Stephanie Grise, Russell Halliday, Carran Hanks, Howard Hayes, Chris Maguire, Connor Niebregge, Rob Orr, Lisa Otke, Marla Roach, Bill Seddon, Myisa Sykes, Stephen Westbrooks and Zachary Wilson
Counsel Present:	David Meyer and James Morrow
Guests:	Jason Archer, Josh Ayers, Bobby Bonner, Gerry Connolly, Rodney Crim, Sean Fauss, Jill Gilbert, Jude Kriete, Steph Kukuljan, Kristin Lappin, Kate Marijolovic, Kimberly McKinney, Tim Nowak, Tony Ridone, Bryan Sanders, Darrell Scott, Erik Schultz Michelle Stuckey, and Gehazi Whitehurst

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CALL TO ORDER

Chair Davis called the meeting to order at 8:03 a.m. Roll was called with all nine (9) Directors present [Director Arnold, Ald. Clark-Hubbard, Director Gilbert, Director Koenig, Director McBride, Ald. Sonnier, Director Spencer, Director Young and Chair Davis].

APPROVAL OF MINUTES

Chair Davis called for a motion to approve the June 18, 2026 Regular Board Meeting. Director Arnold made the motion; Director Gilbert seconded. Roll was called, and the motion passed with eight (8) Directors voting Aye [Director Arnold, Ald. Clark-Hubbard, Director Gilbert, Director Koenig, Director McBride, Ald. Sonnier, Director Young and Chair Davis], and one (1) Director abstained [Director Spencer].

RESOLUTION No. 26-SLDC-1086 Approving and Authorizing St. Louis Development Corporation to Allocate Up to $9 Million of New Markets Tax Credits for the Chemline Inc. Project [Bill Seddon]

Mr. Bill Seddon presented the resolution. Tony Rindone, Chief Operating Officer of Chemline, explained their updates to the business's technology and that they are expanding their workforce with 57 new positions, 37 of which are non-degree positions, then answered questions. Mr. Rindone explained to Director McBride that they produce polyurethane coatings, foams, castings, and other polyurethane-based industrial products. Chemline is building their infrastructure to grow by designing their production for shiftwork for flexibility. Mr. Rindone explained to Ald. Clark-Hubbard that they always try to hire locally, but have not had much success with this. Ald. Clark- Hubbard recommended going through the schools and local workforce programs to increase local hiring. Mr. Rindone explained to Director Arnold that basic high school education with strong math skills is the requirement for these positions. Mr. Rindone explained to Ald. Sonnier that they have twelve openings, with above-average wages and benefits.

Chair Davis then called for a motion to approve Resolution No. 26-SLDC-1086. Director Arnold made the motion, and Ald. Sonnier seconded. Roll was called, and the motion passed with nine (9) directors voting Aye [Director Arnold, Ald. Clark-Hubbard, Director Gilbert, Director Koenig, Director McBride, Ald. Sonnier, Director Spencer, Director Young and Chair Davis].

RESOLUTION No. 26-SLDC-1087 APPROVING AND AUTHORIZING ST. LOUIS DEVELOPMENT CORPORATION TO ALLOCATE UP TO $7 MILLION OF NEW MARKETS TAX CREDITS AND $3,452,400 OF ARPA FUNDS FOR THE HABITAT FOR THE HUMANITY HOUSING INITIATIVE [BILL SEDDON]

Mr. Bill Seddon presented this resolution. Kimberly McKinney of Habitat for Humanity answered questions. Forty new homes will be constructed to fit a variety of family needs. Ms. McKinney explained to Director Arnold that all their homes in the St. Louis area have basements. Ms. McKinney addressed Director Spencer's question about other projects Habitat for Humanity has done in the area and price points of their homes. Mr. Seddon will give a future update regarding the modular homes. Ms. McKinney explained to Ald. Sonnier that there will be six different styles of homes and a variety of price points to attract everyone from the elderly wanting a small, one-story home to larger homes to accommodate families. Mr. Seddon clarified Ald. Sonnier's question regarding the ARPA funds and New Markets Tax Credits mentioned in the Resolution. Ms. McKinney explained to Chairman Davis that construction on these homes will start in September 2026.

With no further discussion, Chair Davis called for a motion to approve Resolution No. 26-SLDC-1087. Director Arnold made the motion, and Director Spencer seconded. Roll was called, and the motion passed with nine (9) directors voting Aye [Director Arnold, Ald. Clark-Hubbard, Director Gilbert, Director Koenig, Director McBride, Ald. Sonnier, Director Spencer, Director Young and Chair Davis].

RESOLUTION No. 26-SLDC-1088 ADOPTING UPDATES TO THE PROCUREMENT POLICY FOR ACQUISITION OF PROFESSIONAL SERVICES, OTHER THAN ARCHITECTS, ENGINEERS AND LAND SURVEYORS [JAMES MORROW]

Counselor James Morrow presented this Resolution. Mr. Morrow offered to explain to Ald. Sonnier the non-competitive procurements. Director Gilbert spoke to the vast amount of material received with less than 24 hours to review it properly, and voiced concern that the Board would be taken out of the approval process. Counselor Morrow explained that many of these procurements will return to the Board for final approval. It was suggested RFQs and RFPs issued could be reported to the Board monthly. Ald. Sonnier suggested the Board wait to vote on this until the Directors had more time to review the significant changes to this policy. Mr. Morrow explained to Director Koeing that two contracts would have been within the new policy requirements. Mr. Morrow assured Director McBride that deferring this Resolution would not damage any pending procurements.

With no further discussion, Chair Davis requested a motion to table Resolutions No. 26-SLDC-1088 and 26-SLDC-1089. Ald. Sonnier made the motion, and Director McBride seconded. Roll was called, and the motion passed with nine (9) directors voting Aye [Director Arnold, Ald. Clark-Hubbard, Director Gilbert, Director Koenig, Director McBride, Ald. Sonnier, Director Spencer, Director Young and Chair Davis].

RESOLUTION No. 26-SLDC-1089 ADOPTING A PROCUREMENT POLICY FOR ACQUISITION OF ALL OTHER SERVICES [JAMES MORROW]

This Resolution was postponed, allowing further review of the materials with the previous vote.

RESOLUTION No. 26-SLDC-1090 APPROVING 2026 UPDATES TO THE CERTIFICATION AND COMPLIANCE RULES FOR THE CITY OF ST. LOUIS MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM [STEPHANIE GRISE]

Ms. Stephanie Grise presented the resolution, provided updates on certifications, reviewed new compliance Rules, and shared that they received 260 applications for processing – all of which were processed within 72 hours of submission. Ms. Grise explained to Ald. Sonnier that, as part of the Good Faith Effort Review, they are asking developers to reach out to potential participants by actively promoting their programs, opening bid review opportunities to contractors, and engaging with Certified Firms throughout the life of the project. Ms. Grise also explained to Director Spencer that she would be meeting with the County regarding updates on both sides. Ald. Sonnier would like to open City and County conversations regarding the legislative aspect of MWBE to work toward uniformity.

With no further discussion, Chair Davis called for a motion to approve Resolution No. 26-SLDC-1090. Director McBride made the motion and requested previous roll, and Director Spencer seconded. With there being no objections to previous roll, the motion passed unanimously with all nine (9) directors voting Aye [Director Arnold, Ald. Clark-Hubbard, Director Gilbert, Director Koenig, Director McBride, Ald. Sonnier, Director Spencer, Director Young and Chair Davis].

RESOLUTION No. 26-SLDC-1091 APPROVING EXECUTION OF RENTAL AGREEMENT EXTENSION WITH ST. LOUIS COMMUNITY COLLEGE FOR USE OF THE WILLIAM J. HARRISON EDUCATION CENTER FOR THE NORTHSIDE ECONOMIC EMPOWERMENT CENTER [STEPHANIE GRISE]

Ms. Stephanie Grise presented the Resolution. Chair Davis and Ald. Clark-Hubbard voiced their support for this organization.

With no further discussion, Chair Davis called for a motion to approve Resolution No. 26-SLDC-1091. Ald. Clark-Hubbard made the motion, and Director Spencer seconded. Ald. Clark- Hubbard requested previous roll; with there being no objections to previous roll, the motion passed with nine (9) directors voting Aye [Director Arnold, Ald. Clark-Hubbard, Director Gilbert, Director Koenig, Director McBride, Ald. Sonnier, Director Spencer, Director Young and Chair Davis].

RESOLUTION No. 26-SLDC-1092 AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR A FINANCIAL SYSTEMS CONSULTANT, AND ESTABLISHING A SELECTION COMMITTEE TO REVIEW, SELECT AND RECOMMEND PROPOSALS FOR A FINANCIAL SYSTEMS CONSULTANT [STEPHANIE GRISE]

Ms. Stephanie Grise presented the Resolution. Ms. Grise explained to Director Spencer that funding costs are to be determined and that more planning is needed, but are currently estimated to be between $100,000 and $150,000. Ms. Grise explained to Director Koenig that SLDC uses the MIP accounting software because it is flexible enough for the various combinations of sources we use.

With no further discussion, Chair Davis called for a motion to approve Resolution No. 26-SLDC-1092.

Director Spencer made the motion, and Director Koenig seconded. Director Spencer requested previous roll; upon hearing no objections to previous roll, the motion passed with nine (9) directors voting Aye [Director Arnold, Ald. Clark-Hubbard, Director Gilbert, Director Koenig, Director McBride, Ald. Sonnier, Director Spencer, Director Young and Chair Davis].

OPEN AGENDA / DIRECTOR'S REPORT

SLEDP ANNUAL REPORT - Ms. Stephanie Grise and Rodney Crim introduced the team from the St. Louis Economic Development Partnership. Michelle Stuckey and Jason Archer explained the (BRE) 5-year Report including the Boeing Browning Site Project. Tim Nowak, Executive Director of World Trade Center, gave updates on the New Markets Tax Credit Projects. Jason Archer, VP of Business Development, explained how non-stop international flights into Lambert will help bring companies from around the world to invest in St. Louis. Darrell Scott, VP of Business Finance, gave Tornado Recovery updates. Kristin Lappin, VP of Community Investment Communications and Government Relations, gave updates on the Kinloch Cleanup efforts after the illegal dumping and explained to Director Arnold that they are moving forward with prosecuting those responsible for the dumping. Josh Ayers, Chief Financial Officer, gave updates on the Wellston Housing Business Development. Director Spencer would like to see these reports focused more on the City's involvement. Ald. Clark Hubbard offered her support for any businesses needing help.

EXECUTIVE DIRECTOR'S REPORT - Stephen Westbrooks, President and CEO of SLDC, gave legislative updates on how SLDC will help shape the North St. Louis funding from the Rams Settlement. House Bill 3231 was signed by Governor Kehoe, and SLDC will work with the Mayor's Office to define the Innovation District boundaries and submit a master plan to the Missouri Department of Economic Development.

President Westbrooks plans to expand the senior leadership team by adding two positions. The first is Executive Vice President of Development, who will focus on improving the experience for developers doing business in St. Louis. The second is Vice President of Place-Based Initiatives, whose primary focus will be leading SLDC's neighborhood implementation, corridor revitalization, and small business empowerment strategies across the City of St. Louis. Mr. Westbrooks mentioned that the CDC Legislation is an important part of our neighborhood infrastructure, allowing us to effectively direct development funds to neighborhoods with the greatest need.

ADJOURNMENT

With no further business, Chair Davis called for a motion to adjourn. Director Spencer made the motion, Ald. Sonnier seconded the motion, and the meeting was adjourned at 10:32 am.

Stephen Westbrooks, President & CEO

David Meyer, Secretary

RESOLUTION NO. 26-SLDC-1088
PRESENTED TO THE BOARD – AUGUST 20, 2026

TO: BOARD OF DIRECTORS OF ST. LOUIS DEVELOPMENT CORPORATION AND STEPHEN WESTBROOKS, PRESIDENT & CEO

FROM: JAMES MORROW, ASSOCIATE CITY COUNSELOR

RE: ADOPTING UPDATES TO PROCUREMENT POLICY FOR ACQUISITION OF PROFESSIONAL SERVICES, OTHER THAN ARCHITECTS, ENGINEERS AND LAND SURVEYORS

EXECUTIVE SUMMARY:

This Resolution amends St. Louis Development Corporation's ("SLDC") procurement policy for professional services other than architect, engineering, or land surveying ("Non-AES PSA Policy").

BACKGROUND:

SLDC adopted its Non-AES PSA Policy in 2021, which policy was last amended with minor revisions in July 2024. Having utilized the policy in its current substantive form for the past several years, further changes that recognize the evolving market for professional services and to contemplate the winddown of ARPA-funded contracts are appropriate that. Such modifications include:

<u>Definitions</u>

- Defining the services subject to the Non-AES PSA Policy.

<u>Small Purchase Procedures</u>

- Increase cap from $20k to $25k.
- The cap tracks costs within a fiscal year rather than calendar year to align with the budget process.

<u>Noncompetitive Negotiation</u>

- Increase cap from $50k to $150k, consistent with amended City rules.
- Clarify circumstances when noncompetitive negotiation is appropriate.
- Clarify if a funding source allows for higher noncompetitively negotiated contracts; SLDC may use the higher cap, consistent with amended City rules.

Competitive Negotiation

- Delegate authority to the President & CEO approve issuing RFP/RFQs.
- Adds requirement that solicitations be posted for at least 3 weeks in SLDC's contract planroom.

Substantial Awards process

- Contracts which are not paid from "public funds" under the sunshine law do not require Substantial Awards review.
- Substantial Awards Committee's role is to ensure the procurement was conducted in an open and competitive manner.
- Publicly-funded contracts which, after execution, later exceed the $250k cost threshold do not require retroactive Substantial Awards Committee review.
- Prohibit artificial division or phasing of contracts to avoid Substantial Awards Committee review.

Selection Committees

- Clarifies requirements for the procurement file and execution of conflicts disclosures for respondents.

A copy of the revised Non-AES PSA Policy is attached as Exhibit A.

FUNDING SOURCE: N/A

REQUESTED ACTION: Approval of this Resolution 26-SLDC-1088.

ATTACHMENT(S): EXHIBIT A: Amended Procurement Policy for Professional Services other than Architect, Engineering, or Land Surveying

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NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ST. LOUIS DEVELOPMENT CORPORATION THAT:

1. The Board of Directors of St. Louis Development Corporation (SLDC) hereby approves this Resolution and adopts the amendments to the Amended Procurement Policy for Acquisition of Professional Services Other Than Architects, Engineers, and Land Surveyors attached to this Resolution as Exhibit A.

2. The Executive Director and/or his designee, and the appropriate officers, agents and employees of SLDC, are hereby authorized to take all actions necessary to effectuate the intent of this Resolution.

3. This Resolution shall take effect and be in full force immediately after its passage and approval by the governing body of the Corporation.

ADOPTED this 20th Day of August 2026.

ST. LOUIS DEVELOPMENT CORPORATION

(SEAL)

By: ______________________________________
Stephen Westbrooks, President & CEO

ATTEST:

____
Assistant Secretary

ST. LOUIS DEVELOPMENT CORPORATION

PROCUREMENT POLICY FOR PROFESSIONAL SERVICES OTHER THAN ARCHITECT, ENGINEERING, OR LAND SURVEYING

INTRODUCTION / PURPOSE

The following procurement policy is established to provide for the selection of consultants for professional services, other than architect, engineering, or land surveying services, in a competitive, equitable, and uniform manner, consistent with all applicable local, state, and federal laws and guidelines, to secure for the St. Louis Development Corporation ("SLDC") the most qualified, competent, and reliable contractors at a cost-effective rate for the services provided.

For purposes of this policy, professional services, other than architect, engineering, or land surveying services, include knowledge-based services requiring specialized advanced education and/or professional licensure, as well as consultant services, and include the types of services as outlined in City of St. Louis Ordinance 64102. Professional Services shall not include software as a service and similar services if they are sold "off-the-shelf" or through a national market without any significant for localized services.

DETERMINATION OF PROCUREMENT APPROACH

1. Where the funding source for a professional service mandates a specific procedure for the procurement of professional services, SLDC shall adhere to the procedures so required by the funding source during the procurement process for that service.

2. Where the funding source for a professional service is SLDC, or where the funding source does not mandate specific procedures for the procurement of professional services, SLDC shall adhere to the procedures outlined below during the procurement process for that service.

PROCUREMENT REQUIREMENTS FOR PROFESSIONAL SERVICES OTHER THAN ARCHITECT, ENGINEER, AND LAND SURVEYING

I. METHOD OF PROCUREMENT

Procurement made under this policy shall be made by one of the following methods, as described herein: (A) small purchase procedure; (B) noncompetitive negotiation (sole source selection); or (C) competitive proposals/responses.

A. **Small purchase procedures** are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services costing in the aggregate not more than $25,000 over the course of one fiscal year. Small purchase procedures may be executed by the SLDC President & CEO without requiring approval by the SLDC Board of Directors and without convening a Selection Committee. Small Purchase contracts that are commenced for amounts below $25,000 that have change orders which exceed that amount must be approved by the SLDC Board of Directors before payments in excess of $25,000 are permitted. In no event shall contracts be artificially divided for the purpose of avoiding the requirement to obtain approval by the SLDC Board of Directors prior to execution of such contract(s).

B. **Noncompetitive negotiation** (sole source selection) is procurement through negotiation with a single source.

1. Noncompetitive negotiation may be used only when, in the opinion of the SLDC Board of Directors, at least one of the following justifications is present:

    a. Continuity of service must be maintained,

    b. Prior or specialized knowledge and experience would make other considerations unfeasible and/or uneconomical; or

    c. There exists a *bona fide* exigency such that the needs of SLDC will not permit a delay resulting from the competitive proposals/responses process in Section I.C. herein. SLDC shall nonetheless endeavor to obtain as many competitive quotations for services as the exigency allows. This justification shall be used only sparingly, and the expectation is that the competitive proposals/responses outlined in Section I.C. herein shall be the norm.

2. The maximum compensation paid to a professional service firm for any noncompetitive negotiated contract shall not exceed $150,000 over the course of one fiscal year.

    a. In the event the laws and regulations of a contract funding source allow for sole source selections exceeding $150,000, the cap on compensation under this noncompetitive negotiation policy shall be the maximum compensation as allowed under the laws and regulations applicable to that funding source.

3. Contracts awarded through noncompetitive negotiation must be approved by the SLDC Board of Directors prior to execution.

C. **Competitive proposals/responses** (formal advertising) entail public solicitation for services through a Request for Proposal (“RFP”) or Request for Qualifications (“RFQ”), and a contract is awarded to a responsible respondent whose proposal or qualifications, conforming with all the material terms and conditions of the RFP or RFQ, is best and able to provide the requested service based on the criteria in the RFP or RFQ.

1. Formal advertising is appropriate when, at a minimum the following are present:

    a. The availability of a complete, adequate, and realistic specification for services.

b. Two or more responsible firms are willing and able to compete effectively for the procuring party's business.

2. If formal advertising is used for a procurement, the following requirements shall apply:

   a. SLDC staff shall prepare a RFP or RFQ outlining the material scope of the services requested and relevant parameters of the contract. The substance of the RFP or RFQ shall be approved by the SLDC President & CEO.

   b. Responses shall be solicited from an adequate number of firms. SLDC shall publish the RFP or RFQ for a period of not less than three calendar weeks on its website, on the City's procurement website, in the SLDC Plan Room and, if appropriate, in relevant publications or with organizations germane to the substance of the services requested.

   c. SLDC shall convene a Selection Committee to evaluate each proposal received in response to the RFP or RFQ.

   d. The Selection Committee, after considering the proposals, and finding one or more acceptable, shall recommend a firm or firms for contract to the SLDC Board of Directors for approval.

   e. Any or all bids may be rejected when there are sound business reasons in the best interest of SLDC.

II. SELECTION COMMITTEES

A. Each Selection Committee shall be comprised of the following:

1. For contracts estimated to be $250,000 or less using public funds, or contracts of any estimated amount which do not use public funds: the President & CEO of SLDC or their designee who will serve as Chairperson of the Selection Committee; the head of the department which will benefit from the proposed services; and a minimum of one other person approved by the President & CEO of SLDC with knowledge or expertise relevant to the services being requested.

2. For contracts estimated to be in excess of $250,000 using public funds: the Selection Committee described in subpart 1. above shall review responses consistent with Part III. below but the Selection Committee's recommendation shall be reviewed by the Substantial Awards Committee to ensure the procurement process was conducted in an open and competitive manner. The Substantial Awards Committee shall be composed of the President & CEO of SLDC or their designee who will serve as Chairperson of the Selection Committee; the head of the

department which will benefit from the proposed services; and one member selected by the Mayor; one member selected by the Comptroller; and one member selected by the President of the Board of Aldermen.

3. Contracts which were procured pursuant to Subsection A.1. above and which are amended to later exceed $250,000 shall not require review by the Substantial Awards Committee**.** In no event shall contracts be phased or artificially divided for the purpose of avoiding the requirement for review by the Substantial Awards Committee prior to execution of such contract(s).

B. Each committee member shall execute a disclosure statement in the form as attached as Exhibit A prior to voting on any selection. If any member feels for any reason their further participation in the selection process may cause the selection process to be questioned, they shall recuse themselves. If the Chairperson recuses themself, the committee shall elect a new Chairperson in advance of the selection vote.

III. Selection Procedures

A. All Selection Committee meetings (1) for contracts which are funded, or which may be in the future funded, by public funds, or (2) which may recommend how to expend public funds shall be considered public meetings subject to the notice and open meetings provision of the Missouri Sunshine law, Section 610 RSMo.

B. Meetings of a Selection Committee where some or all members attend via telephonic or video conference means are permitted.

C. The Chair shall prepare and distribute minutes of each Selection Committee meeting with meeting notices for the next subsequent meeting, for approval by the Selection Committee at its next subsequent meeting.

- The minutes of the last meeting of the committee for a particular selection shall be distributed to committee members by mail or email. If any committee member objects to the contents of the minutes, the Chair shall revise such minutes to either correct the content objected to or to record the objection to the content if there is disagreement as to which version of the content is correct. In the case of the minutes of the last meeting, the Chair shall distribute any corrected minutes by mail to each committee member.

D. The Selection Committee shall meet to discuss the strong and weak points of the responses and to vote to select a firm to perform the service requested in the RFP or RFQ.

- The Committee may, by affirmative vote, eliminate responses from consideration due to failure to adequately address the RFP or RFQ requirements and/or failure to adequately address selection criteria.
- The Selection Committee shall then rate each response using selection criteria with clear and concise values so as to best evaluate the relative strengths and weaknesses

of the responses. Each member of the Selection Committee shall complete a rating sheet for each remaining respondent.

E. The Selection Committee may invite responding firms to make a presentation in support of their response. If presentations will be made, the Committee shall defer the selection vote until after presentations are complete.

F. The Selection Committee may use the assistance of consultants to review and analyze the responses, but the Committee shall not be bound by any recommendation or review of any consultant. Any consultant who assists the Selection Committee with review and analysis is ineligible for a contract award under the issued RFP or RFQ.

G. In making a decision to select a firm to provide professional services, the Selection Committee may consider the following, as related to the particular selection:

- Specialized experience, qualification and technical competence of the firm, its principals, project manager and key staff;
- Ability of the firm to provide innovative solutions;
- Approach to the project and any unusual problems anticipated;
- The capacity and capability of the firm to perform the work within the time limitations;
- Past record and performance of the firm with respect to schedule compliance, cost control, contractor integrity, compliance with public policy, and quality of work;
- Proximity of the firm to the City;
- Fees or fee structure as may be appropriate for the designated service;
- Availability of financial and operating resources as required to complete the work
- M/WBE and/or DBE participation if required by ordinance;
- Ability of the firm to meet statutory or ordinance requirements;
- Other items that arise as the result of the proposal or interview.

Awards shall be made only to responsible contractors that possess the potential ability to perform success fully under the terms and conditions of a proposed procurement.

H. Every affirmative action by the Selection Committee with respect to an RFP or RFQ must be decided by vote and a vote by a majority of a quorum of Selection Committee members is required for a motion to pass. No proxy votes are permitted.

I. Once a selection is made, the Selection Committee shall adhere to the following procedures:

1. For contracts estimated to be $250,000 or less using public funds, or contracts of any estimated amount which do not use public funds: the Chair shall send a written communication advising those firms who made submissions of the results of the Selection Committee's vote. The communication to the successful firm will name a SLDC employee who will be the contact for the engagement. The communication to the selected respondent shall state that the selection is tentative unless and until

a contract is successfully negotiated and such contract has been approved by the SLDC Board of Directors, which may or may not approve the contract.

2. For contracts estimated to be more than $250,000 using public funds: the Selection Committee shall rank respondents and make a recommendation of a successful respondent. The procurement process shall then be reviewed by the Substantial Awards Committee to ensure it was conducted in an open and competitive manner. SLDC shall furnish, not less than forty-eight (48) hours prior to a meeting of the Substantial Awards Committee, the following:

    - A copy of the Request for Proposal or Request for Qualifications;
    - Copies of all responses received from respondents;
    - The scoring criteria used by the Selection Committee with clear and concise values;
    - Ratings sheet(s) for respondents;
    - Total scores of all respondents; and
    - Minutes of the Selection Committee

The Substantial Awards Committee, after review of the procurement process, shall make its recommendation to the SLDC Board of Directors.

After the Substantial Awards Committee has made its recommendation, the Chair of the Selection Committee shall send a written communication advising those firms who made submissions of the results of the Selection Committee's vote. The communication to the successful firm will name a SLDC employee who will be the contact for the engagement. The communication to the selected respondent shall state that the selection is tentative unless and until a contract is successfully negotiated and such contract has been approved by the SLDC Board of Directors, which may or may not approve the contract.

J. Once a contract procured through the competitive bidding process is executed, the President & CEO of SLDC may execute a change order without obtaining further approval by the SLDC Board of Directors, provided the maximum total compensation paid under the change order does not exceed $25,000.

IV. <u>PRE-QUALIFIED LIST PROCEDURES</u>

A. SLDC may, through publication of a Request for Qualifications, seek to create a list of pre-qualified firms to provide professional services.

B. Procedures to select firms for a pre-qualified list shall follow procedures outlined in Subsections II and III above, provided however, that firms selected from a pre-qualified list created by Selection Committee convened pursuant to Subsection II(A)(1) shall not be awarded a contract estimated to exceed $250,000 in value without further review by the Substantial Awards Committee.

V. <u>PROCUREMENT RECORDS</u>

SLDC shall maintain records sufficient to detail the significant history of procurement for not less than five (5) years. These records shall include but are not necessarily limited to:

- Copies of all Selection Committee appointment documentation.
- Copies of all meeting notices.
- Copies of all meeting agendas.
- Copies of all correspondence related to the selection.
- Copies of all written materials distributed to Committee members.
- Copies of final Requests for Proposals or Requests for Qualifications.
- Copies of all responses submitted in response to the RFP or RFQ.
- Copies of any other materials submitted by respondents or others with respect to the selection.
- Copies of the Selection Committee's selection criteria.
- Copies of rating sheets from each member of the Selection Committee.
- Minutes of all committee meetings, including telephone meetings and closed sessions.
- Records of all votes.
- Sign-in sheets for those individuals making presentations, if any.
- Executed disclosure forms

VI. REQUEST FOR PROPOSAL/REQUEST FOR QUALIFICATIONS PROVISIONS

In addition to language clearly defining the material scope of services sought and the method of compensation, each Request for Proposal or Request for Qualifications shall include provisions addressing the following:

A. Except as otherwise permitted, no contact from any proposing firm or agent therefor with any member of the Selection Committee following the formation of the Committee and during the Committee's consideration of the proposed RFP or RFQ is allowed. Any such contact, either oral or written, may render the process invalid or disqualify the proposing firm if, in the opinion of the Chair of the Committee, the contact was intended to influence the outcome of the selection process.

B. The name and information for a designated Committee contact person, and that any questions concerning the RFP, RFQ, or selection process must be submitted in writing.

C. The procuring party shall require contractors to maintain all required records for five (5) years after final payments and all other pending matters are closed.

D. All respondents must include as part of their RFP or RFQ submittal the executed Conflict of Interest Disclosure Statement attached as Exhibit B.

If required under applicable law or regulation, the following provisions shall also be included in each RFP or RFQ:

E. To the extent the contractor is expressly permitted to enter into any sub-agreement for work: Minority and Women-owned Business Enterprises (MBE/WBE) shall have an equal opportunity to participate in the performance of the contract.

F. For contracts with an estimated value of $5,000 or more: compliance with the Unauthorized Alien Employees Act, Sections 285.525 – 285.550 RSMo.

G. For contracts with an estimated value of $50,000 or more: compliance with the City of St. Louis' Living Wage Ordinance 65597.

H. For contracts with an estimated value of $100,000 or more and where the contractor employs ten (10) or more employees: compliance with the "Anti-Discrimination Against Israel Act," Section 34.600 RSMo.

Revised: July 16, 2026

Exhibit A

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

STATEMENT REGARDING PERSONAL OR PRIVATE INTEREST

I, _______________, first being duly sworn on my oath, state:

In conjunction with my service as a member of the Selection Committee on behalf of ___[agency]___, pursuant to a ___[request for proposals/qualifications for xxx services]___, I hereby certify that, to the best of my knowledge, information and belief, at no time during the selection process, neither I nor any of my relatives[1], whether singularly or collectively:

a) have any ownership interest, directly or indirectly, in the business entity under consideration, or

b) serve as an officer, director, employee of the business entity under consideration; or

c) have received any salary, gratuity or other compensation or remuneration during the three years prior to the date of this committee's selection or expect to receive any salary, gratuity or other compensation or remuneration from the person or entity under consideration for selection or any person or entity directly or indirectly affiliated with the person or business entity under consideration, except as fully disclosed and detailed in Exhibit A, attached and included by reference herein.

Dated as of_____________________ ____

Subscribed and sworn to before me this _____ day of __________ 202__.

____
Notary Public

My commission expires:

[1] "Relatives" include (whether by blood, marriage, or adoption) the spouse, domestic partner, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, cousin, nephews, nieces, aunts, uncles, and in-laws.

Exhibit B

CONFLICT OF INTEREST DISCLOSURE STATEMENT

RESPONSE TO REQUEST FOR __[proposals/qualifications/bids____________
FOR __________[services]_______ON BEHALF OF ______________[procuring agency]______

With my signature below, I hereby certify and acknowledge to the best of my information and belief, the following:

1. I am an authorized representative of _____________[respondent name]_____________________________ ("Respondent"), and submit this Conflict of Interest Disclosure Statement on behalf of said Respondent and its owners, officers, and employees as part of Respondent's Response to a Request ______[proposals/qualifications/bids_____________ for __________________[services]_______ ______on behalf of ____________[procuring agency]____________________.

2. I understand that by submitting this document I am subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo.[2]

3. Respondent has not employed nor solicited any person to obtain an agreement resulting from this solicitation, and will not make any payment or other compensation in connection with obtaining an agreement resulting from this solicitation.

4. Except for those persons disclosed in Paragraph 6 below, no elected or appointed officials of the City of St. Louis; employees of the City of St. Louis; employees or board members of St. Louis Development Corporation or ________________________________[procuring agency]_____________________; or any of their relatives[3] have or has a pecuniary interest in acquisition of the above-referenced services.

5. Except for those persons disclosed in Paragraph 6, no elected or appointed officials of the City of St. Louis; employees of the City of St. Louis; employees or board members of St. Louis Development Corporation or ____________________________[procuring agency]____________________; or any of their relatives have or has, within the last five (5) years, an ownership or pecuniary interest in Respondent, nor otherwise received any salary, gratuity or other compensation or remuneration from Respondent.

6. I am aware of the following persons who may have such interest(s) as discussed in Paragraphs 4 and 5 above (add another page if needed)

PERSON	RELATIONSHIP	COMPENSATION/INTEREST
1.		
2.		
3.		
4.		

____
Signature   Date

---

[2] The language of Sections 575.040 and 575.060 can be found here:
https://revisor.mo.gov/main/OneChapter.aspx?chapter=575
If you are unsure how this statute or this document applies to you, please consult with your legal counsel.

[3] "Relatives" include (whether by blood, marriage, or adoption) the spouse, domestic partner, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, cousin, nephews, nieces, aunts, uncles, and in-laws.

RESOLUTION NO. 26-SLDC-1089
PRESENTED TO THE BOARD – AUGUST 20, 2026

TO: BOARD OF DIRECTORS OF ST. LOUIS DEVELOPMENT CORPORATION AND STEPHEN WESTBROOKS, PRESIDENT & CEO

FROM: JAMES MORROW, ASSOCIATE CITY COUNSELOR

RE: ADOPTING A PROCUREMENT POLICY FOR ACQUISITION OF ALL OTHER SERVICES

EXECUTIVE SUMMARY:

This Resolution adopts a procurement policy for all other services not included under St. Louis Development Corporation's ("SLDC") procurement policy for professional services other than architect, engineering, or land surveying ("Non-AES PSA Policy") and procurement policy for architect, engineering, and land surveying professional services ("AES PSA Policy").

BACKGROUND:

SLDC adopted its Non-AES PSA Policy in 2021 and its AES PSA Policy in 2023. As a matter of practice, SLDC followed its Non-AES PSA Policy for acquisition of services which fell outside the scope of "professional services." This resolution now formally adopts that practice and the procurement policy for all other services, attached hereto as Exhibit A, substantively tracks SLDC's revised Non-AES PSA Policy but incorporates language expressly authorizing requests for bids.

This policy is anticipated to be presented to the boards and commissions supported by SLDC for their adoption as well, to the extent those boards and commissions acquire such services independently.

FUNDING SOURCE: N/A

REQUESTED ACTION: Approval of this Resolution 26-SLDC-1089.

ATTACHMENT(S): EXHIBIT A: Procurement policy for all other services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ST. LOUIS DEVELOPMENT CORPORATION THAT:

1. The Board of Directors of St. Louis Development Corporation (SLDC) hereby approves this Resolution and adopts the Procurement Policy for All Other Services attached to this Resolution as Exhibit A.

2. The President & CEO and/or his designee, and the appropriate officers, agents and employees of SLDC, are hereby authorized to take all actions necessary to effectuate the intent of this Resolution.

3. This Resolution shall take effect and be in full force immediately after its passage and approval by the governing body of the Corporation.

ADOPTED this 20th Day of August 2026.

ST. LOUIS DEVELOPMENT CORPORATION

(SEAL)

By: ______________________________________
Stephen Westbrooks, President & CEO

ATTEST:

____
Assistant Secretary

ST. LOUIS DEVELOPMENT CORPORATION

PROCUREMENT POLICY FOR ALL OTHER SERVICES

INTRODUCTION / PURPOSE

The following procurement policy is established to provide for the selection of consultants for services which do not fall under St. Louis Development Corporation's procurement policy for professional services other than architect, engineering, or land surveying, or St. Louis Development Corporation's procurement policy for architect, engineering, or land surveying professional services. Such services shall be procured in a competitive, equitable, and uniform manner, consistent with all applicable local, state, and federal laws and guidelines, to secure for the St. Louis Development Corporation ("SLDC") the most qualified, competent, and reliable contractors at a cost-effective rate for the services provided.

The services procured under this policy shall generally include, but are not limited to, services which prioritize hands-on experience over formal education. Such services shall also include those services requiring vocational, but not professional, licensure. Such services shall not include software as a service and similar services if they are sold "off-the-shelf" or through a national market without any significant need for localized services.

DETERMINATION OF PROCUREMENT APPROACH

1. Where the funding source for a service mandates a specific procedure for the procurement of services, SLDC shall adhere to the procedures so required by the funding source during the procurement process for that service.

2. Where the funding source for a service is SLDC, or where the funding source does not mandate specific procedures for the procurement of services, SLDC shall adhere to the procedures outlined below during the procurement process for that service.

PROCUREMENT REQUIREMENTS FOR ALL OTHER SERVICES

I. METHOD OF PROCUREMENT

Procurement made under this policy shall be made by one of the following methods, as described herein: (A) small purchase procedure; (B) noncompetitive negotiation (sole source selection); or (C) competitive solicitation.

A. **Small purchase procedures** are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services costing in the aggregate not more than $25,000 over the course of one fiscal year. Small purchase procedures may be executed by the SLDC President & CEO without requiring approval by the SLDC Board of Directors and without convening a Selection Committee. Small Purchase contracts that are commenced for amounts below $25,000 that have change orders which exceed that amount must be approved by the SLDC Board of Directors before payments in excess of $25,000 are permitted. In no event shall contracts be artificially divided for the purpose of avoiding the requirement to obtain approval by the SLDC Board of Directors prior to execution of such contract(s).

B. **Noncompetitive negotiation** (sole source selection) is procurement through negotiation with a single source.

1. Noncompetitive negotiation may be used only when, in the opinion of the SLDC Board of Directors, at least one of the following justifications is present:

    a. Continuity of service must be maintained,

    b. Prior or specialized knowledge and experience would make other considerations unfeasible and/or uneconomical; or

    c. There exists a *bona fide* exigency such that the needs of SLDC will not permit a delay resulting from the competitive proposals/responses process in Section I.C. herein. SLDC shall nonetheless endeavor to obtain as many competitive quotations for services as the exigency allows. This justification shall be used only sparingly, and the expectation is that the competitive proposals/responses outlined in Section I.C. herein shall be the norm.

2. The maximum compensation paid to a service provider any noncompetitive negotiated contract shall not exceed $150,000 over the course of one fiscal year.

    a. In the event the laws and regulations of a contract funding source allow for sole source selections exceeding $150,000, the cap on compensation under this noncompetitive negotiation policy shall be the maximum compensation as allowed under the laws and regulations applicable to that funding source.

Contracts awarded through noncompetitive negotiation must be approved by the SLDC Board of Directors prior to execution.

C. **Competitive solicitation** (formal advertising) entail public solicitation for services through a Request for Proposal ("RFP"), Request for Qualifications ("RFQ"), or Request for Bids ("RFB") (collectively, a "Solicitation"), and a contract is awarded to the respondent whose proposal or qualifications, conforming with all the material terms and conditions of the Solicitation, is best and able to provide the requested service for the lowest reasonable price.

1. Formal advertising is appropriate when, at a minimum the following are present:

    a. The availability of a complete, adequate, and realistic specification for services.

b. Two or more responsible firms are willing and able to compete effectively for the procuring party's business.

2. If formal advertising is used for a procurement, the following requirements shall apply:

    a. SLDC staff shall prepare a Solicitation outlining the material scope of the services requested and relevant parameters of the contract. The substance of the Solicitation shall be approved by the SLDC President & CEO.

    b. Responses shall be solicited from an adequate number of firms. SLDC shall publish the Solicitation for a period of not less than three calendar weeks on its website, on the City's procurement website, in the SLDC Plan Room and, if appropriate, in relevant publications or with organizations germane to the substance of the services requested.

    c. SLDC shall convene a Selection Committee to evaluate each proposal received in response to the Solicitation.

    d. The Selection Committee, after considering the proposals, and finding one or more acceptable, shall recommend a firm or firms for contract to the SLDC Board of Directors for approval.

    e. Any or all bids may be rejected when there are sound business reasons in the best interest of SLDC.

II. Selection Committees

A. Each Selection Committee shall be comprised of the following:

1. For contracts estimated to be $250,000 or less using public funds, or contracts of any estimated amount which do not use public funds: the President & CEO of SLDC or their designee who will serve as Chairperson of the Selection Committee; the head of the department which will benefit from the proposed services; and a minimum of one other person approved by the President & CEO of SLDC with knowledge or expertise relevant to the services being requested.

2. For contracts estimated to be in excess of $250,000 using public funds: the Selection Committee described in subpart 1. above shall review responses consistent with Part III. below but the Selection Committee's recommendation shall be reviewed by the Substantial Awards Committee to ensure the procurement process was conducted in an open and competitive manner. The Substantial Awards Committee shall be composed of the President & CEO of SLDC or their designee who will serve as Chairperson of the Selection Committee; the head of the department which will benefit from the proposed services; and one member

selected by the Mayor; one member selected by the Comptroller; and one member selected by the President of the Board of Aldermen.

3. Contracts which were procured pursuant to Subsection A.1. above and which are amended to later exceed $250,000 shall not require review by the Substantial Awards Committee**.** In no event shall contracts be phased or artificially divided for the purpose of avoiding the requirement for review by the Substantial Awards Committee prior to execution of such contract(s).

B. Each committee member shall execute a disclosure statement in the form as attached as Exhibit A prior to voting on any selection. If any member feels for any reason their further participation in the selection process may cause the selection process to be questioned, they shall recuse themselves. If the Chairperson recuses themself, the committee shall elect a new Chairperson in advance of the selection vote.

III. SELECTION PROCEDURES

A. All Selection Committee meetings (1) for contracts which are funded, or which may be in the future funded, by public funds, or (2) which may recommend how to expend public funds shall be considered public meetings subject to the notice and open meetings provision of the Missouri Sunshine law, Section 610 RSMo.

B. Meetings of a Selection Committee where some or all members attend via telephonic or video conference means are permitted.

C. The Chair shall prepare and distribute minutes of each Selection Committee meeting with meeting notices for the next subsequent meeting, for approval by the Selection Committee at its next subsequent meeting.

- The minutes of the last meeting of the committee for a particular selection shall be distributed to committee members by mail or email. If any committee member objects to the contents of the minutes, the Chair shall revise such minutes to either correct the content objected to or to record the objection to the content if there is disagreement as to which version of the content is correct. In the case of the minutes of the last meeting, the Chair shall distribute any corrected minutes by mail to each committee member.

D. The Selection Committee shall meet to discuss the strong and weak points of the proposals and to vote to select a firm to perform the service requested in the Solicitation.
- The Committee may, by affirmative vote, eliminate responses from consideration due to failure to adequately address the Solicitation requirements and/or failure to adequately address selection criteria.
- The Selection Committee shall then rate each response using selection criteria with clear and concise values so as to best evaluate the relative strengths and weaknesses of the responses. Each member of the Selection Committee shall complete a rating sheet for each remaining respondent.

E. The Selection Committee may invite responding firms to make a presentation in support of their response. If presentations will be made, the Committee shall defer the selection vote until after presentations are complete.

F. The Selection Committee may use the assistance of consultants to review and analyze the responses, but the Committee shall not be bound by any recommendation or review of any consultant. Any consultant who assists the Selection Committee with review and analysis is ineligible for a contract award under the issued Solicitation.

G. In making a decision to select a firm to provide services, the Selection Committee may consider the following, as related to the particular selection:

- Specialized experience, qualification and technical competence of the firm, its principals, project manager and key staff;
- Ability of the firm to provide innovative solutions;
- Approach to the project and any unusual problems anticipated;
- The capacity and capability of the firm to perform the work within the time limitations;
- Past record and performance of the firm with respect to schedule compliance, cost control, contractor integrity, compliance with public policy, and quality of work;
- Proximity of the firm to the City;
- Fees or fee structure as may be appropriate for the designated service;
- Availability of financial and operating resources as required to complete the work
- M/WBE and/or DBE participation if required by ordinance;
- Ability of the firm to meet statutory or ordinance requirements;
- Other items that arise as the result of the proposal or interview.

Awards shall be made only to responsible contractors that possess the potential ability to perform success fully under the terms and conditions of a proposed procurement.

H. Every affirmative action by the Selection Committee with respect to a Solicitation must be decided by vote and a vote by a majority of a quorum of Selection Committee members is required for a motion to pass. No proxy votes are permitted.

I. Once a selection is made, the Selection Committee shall adhere to the following procedures:

1. For contracts estimated to be $250,000 or less using public funds, or contracts of any estimated amount which do not use public funds: the Chair shall send a written communication advising those firms who made submissions of the results of the Selection Committee's vote. The communication to the successful firm will name a SLDC employee who will be the contact for the engagement. The communication to the selected respondent shall state that the selection is tentative unless and until a contract is successfully negotiated and such contract has been approved by the SLDC Board of Directors, which may or may not approve the contract.

2. For contracts estimated to be more than $250,000 using public funds: the Selection Committee shall rank respondents and make a recommendation of a successful respondent. The procurement process shall then be reviewed by the Substantial Awards Committee to ensure the it was conducted in an open and competitive manner. SLDC shall furnish, at a minimum and not less than forty-eight (48) hours prior to a meeting of the Substantial Awards Committee, the following:

   - A copy of the Request for Proposal or Request for Qualifications;
   - Copies of all responses received from respondents;
   - The scoring criteria used by the Selection Committee with clear and concise values;
   - Ratings sheet(s) for respondents;
   - Total scores of all respondents; and
   - Minutes of the Selection Committee

The Substantial Awards Committee, after review of the procurement process, shall make its recommendation to the SLDC Board of Directors.

After the Substantial Awards Committee has made its recommendation, the Chair of the Selection Committee shall send a written communication advising those firms who made submissions of the results of the Selection Committee's vote. The communication to the successful firm will name a SLDC employee who will be the contact for the engagement. The communication to the selected respondent shall state that the selection is tentative unless and until a contract is successfully negotiated and such contract has been approved by the SLDC Board of Directors, which may or may not approve the contract.

J. Once a contract procured through the competitive sealed bidding process is executed, the President & CEO of SLDC may execute a change order without obtaining further approval by the SLDC Board of Directors, provided the maximum total compensation paid under the change order does not exceed $25,000.

IV. PRE-QUALIFIED LIST PROCEDURES

A. SLDC may, through publication of a Request for Qualifications, seek to create a list of pre-qualified firms to provide services.

B. Procedures to select firms for a pre-qualified list shall follow procedures outlined in Subsections II and III above, provided however, that firms selected from a pre-qualified list created by Selection Committee convened pursuant to Subsection II(A)(1) shall not be awarded a contract estimated to exceed $250,000 in value without further review by the Substantial Awards Committee.

V. PROCUREMENT RECORDS

SLDC shall maintain records sufficient to detail the significant history of procurement for not less than five (5) years. These records shall include but are not necessarily limited to:

- Copies of all Selection Committee appointment documentation.
- Copies of all meeting notices.
- Copies of all meeting agendas.
- Copies of all correspondence related to the selection.
- Copies of all written materials distributed to Committee members.
- Copies of the final Solicitation.
- Copies of all responses submitted in response to the Solicitation.
- Copies of any other materials submitted by respondents or others with respect to the selection.
- Copies of the Selection Committee's selection criteria.
- Copies of rating sheets from each member of the Selection Committee.
- Minutes of all committee meetings, including telephone meetings and closed sessions.
- Records of all votes.
- Sign-in sheets for those individuals making presentations, if any.
- Executed disclosure forms

VI. REQUEST FOR PROPOSAL/REQUEST FOR QUALIFICATIONS PROVISIONS

In addition to language clearly defining the material scope of services sought and the method of compensation, each Request for Proposal or Request for Qualifications shall include provisions addressing the following:

A. Except as otherwise permitted, no contact from any proposing firm or agent therefor with any member of the Selection Committee following the formation of the Committee and during the Committee's consideration of the proposed Solicitation is allowed. Any such contact, either oral or written, may render the process invalid or disqualify the proposing firm if, in the opinion of the Chair of the Committee, the contact was intended to influence the outcome of the selection process.

B. The name and information for a designated Committee contact person, and that any questions concerning the RFP, RFQ, or selection process must be submitted in writing.

C. The procuring party shall require contractors to maintain all required records for five (5) years after final payments and all other pending matters are closed.

D. All respondents must include as part of their Solicitation submittal the executed Conflict of Interest Disclosure Statement attached as Exhibit B.

If required under applicable law or regulation, the following provisions shall also be included in each Solicitation:

E. To the extent the contractor is expressly permitted to enter into any sub-agreement for work: Minority and Women-owned Business Enterprises (MBE/WBE) shall have an equal opportunity to participate in the performance of the contract.

F. For contracts with an estimated value of $5,000 or more: compliance with the Unauthorized Alien Employees Act, Sections 285.525 – 285.550 RSMo.

G. For contracts with an estimated value of $50,000 or more: compliance with the City of St. Louis' Living Wage Ordinance 65597.

H. For contracts with an estimated value of $100,000 or more and where the contractor employs ten (10) or more employees: compliance with the "Anti-Discrimination Against Israel Act," Section 34.600 RSMo.

Adopted: July 16, 2026

Exhibit A

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

STATEMENT REGARDING PERSONAL OR PRIVATE INTEREST

I, _______________, first being duly sworn on my oath, state:

In conjunction with my service as a member of the Selection Committee on behalf of ___[agency]___, pursuant to a ___[request for proposals/qualifications for xxx services]___, I hereby certify that, to the best of my knowledge, information and belief, at no time during the selection process, neither I nor any of my relatives[1], whether singularly or collectively:

a) have any ownership interest, directly or indirectly, in the business entity under consideration, or

b) serve as an officer, director, employee of the business entity under consideration; or

c) have received any salary, gratuity or other compensation or remuneration during the three years prior to the date of this committee's selection or expect to receive any salary, gratuity or other compensation or remuneration from the person or entity under consideration for selection or any person or entity directly or indirectly affiliated with the person or business entity under consideration, except as fully disclosed and detailed in Exhibit A, attached and included by reference herein.

Dated as of_____________________ ____

Subscribed and sworn to before me this _____ day of __________ 202__.

____
Notary Public

My commission expires:

[1] "Relatives" include (whether by blood, marriage, or adoption) the spouse, domestic partner, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, cousin, nephews, nieces, aunts, uncles, and in-laws.

Exhibit B

CONFLICT OF INTEREST DISCLOSURE STATEMENT

RESPONSE TO REQUEST FOR __[proposals/qualifications/bids_____________
FOR __________[services]_______ON BEHALF OF ______________[procuring agency]______

With my signature below, I hereby certify and acknowledge to the best of my information and belief, the following:

1. I am an authorized representative of _____________[respondent name]_____________________________ ("Respondent"), and submit this Conflict of Interest Disclosure Statement on behalf of said Respondent and its owners, officers, and employees as part of Respondent's Response to a Request ______[proposals/qualifications/bids_____________ for __________________[services]_______ ______on behalf of ____________[procuring agency]____________________.

2. I understand that by submitting this document I am subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo.[2]

3. Respondent has not employed nor solicited any person to obtain an agreement resulting from this solicitation, and will not make any payment or other compensation in connection with obtaining an agreement resulting from this solicitation.

4. Except for those persons disclosed in Paragraph 6 below, no elected or appointed officials of the City of St. Louis; employees of the City of St. Louis; employees or board members of St. Louis Development Corporation or _____________________________[procuring agency]__________________; or any of their relatives[3] have or has a pecuniary interest in acquisition of the above-referenced services.

5. Except for those persons disclosed in Paragraph 6, no elected or appointed officials of the City of St. Louis; employees of the City of St. Louis; employees or board members of St. Louis Development Corporation or __________________________[procuring agency]____________________; or any of their relatives have or has, within the last five (5) years, an ownership or pecuniary interest in Respondent, nor otherwise received any salary, gratuity or other compensation or remuneration from Respondent.

6. I am aware of the following persons who may have such interest(s) as discussed in Paragraphs 4 and 5 above (add another page if needed)

	PERSON	RELATIONSHIP	COMPENSATION/INTEREST
1.			
2.			
3.			
4.			

____

Signature Date

[2] The language of Sections 575.040 and 575.060 can be found here: https://revisor.mo.gov/main/OneChapter.aspx?chapter=575
If you are unsure how this statute or this document applies to you, please consult with your legal counsel.

[3] "Relatives" include (whether by blood, marriage, or adoption) the spouse, domestic partner, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, cousin, nephews, nieces, aunts, uncles, and in-laws.

RESOLUTION NO. 26-SLDC-1093
PRESENTED TO THE BOARD – AUGUST 20, 2026

TO: BOARD OF DIRECTORS OF ST. LOUIS DEVELOPMENT CORPORATION AND STEPHEN WESTBROOKS, PRESIDENT & CEO

FROM: DAVID MEYER, ASSOCIATE CITY COUNSELOR

RE: MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT WITH THE CITY OF ST. LOUIS BY AND THROUGH THE AIRPORT AUTHORITY

EXECUTIVE SUMMARY:

This resolution authorizes and ratifies actions with respect to a Memorandum of Understanding between St. Louis Development Corporation (SLDC) and the City of St. Louis, acting by and through its Airport Authority, to allow for the temporary transfer on a part-time basis of an SLDC employee to provide high level leadership at the Airport during a period of transition due to the loss of a key Airport employee.

BACKGROUND:

Gerard Hollins has accepted the role of Executive Vice President of Development at SLDC. As part of his transition, SLDC has agreed that Mr. Hollins will provide temporary support to the St. Louis Lambert International Airport for a four-month period as it addresses an immediate leadership need in the airport's finance and administration division.

Mr. Hollins will remain an SLDC employee and report to SLDC's President and CEO throughout the engagement. The Airport Authority will reimburse SLDC for the portion of his time devoted to its work, and the arrangement will include a defined transition plan to ensure that his airport-related responsibilities conclude at the end of the four-month period.

This Memorandum of Understanding is designed to allow the airport to address a short-term need while preserving Mr. Hollins' long-term role at SLDC, and allow for the Airport Authority to cover the costs associated with 80% of Mr. Hollins' employment as it is anticipated that Mr. Hollins will spend four days a week engaged in airport-related business. A draft Memorandum of Understanding is attached and has been approved by the Airport Authority.

FUNDING SOURCE: N/A

REQUESTED ACTION: Approval of this Resolution 26-SLDC-1093.

ATTACHMENT(S): Exhibit A - Memorandum of Understanding and Funding Agreement
St. Louis Development Corporation – City of St. Louis

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ST. LOUIS DEVELOPMENT CORPORATION THAT:

1. The Board of Directors of St. Louis Development Corporation (the "Corporation") hereby approves this Resolution and authorizes the execution of the Memorandum of Understanding in substantially the form as the attached Exhibit A to this Resolution.

2. The final form of the Agreement, with such changes as the President & CEO of SLDC may approve which are consistent with this Resolution, may be approved by the President & CEO, and his signature, whether manual or facsimile, shall be conclusive evidence of approval by the Corporation.

3. The officials, agents, and employees of the Corporation are hereby authorized and directed to take such further action and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with, and perform the duties of the Corporation with respect to the Resolution.

4. This Resolution shall take effect and be in full force immediately after its passage and approval by the governing board of the Corporation.

ADOPTED this 20th Day of August 2026.

ST. LOUIS DEVELOPMENT CORPORATION

(SEAL)

By: ______________________________
Stephen Westbrooks, President & CEO

ATTEST:

____
Assistant Secretary

EXHIBIT A

Memorandum of Understanding and Funding Agreement
St. Louis Development Corporation – City of St. Louis

Purpose
The purpose of this Memorandum of Understanding and Funding Agreement (MOU), with an effective date as of August 23, 2026, is to describe the relationship and funding arrangement between **the City of St. Louis, by and through the Airport Authority** ("Airport Authority") and **St. Louis Development Corporation** ("SLDC"), a Missouri not-for-profit corporation (collectively referred to as the "Parties").

WHEREAS, the Parties propose to continue their collaboration together to further the economic development efforts of the City of St. Louis; and

WHEREAS, the Parties desire to establish a framework by which specific technical support can be shared between them in order to further those efforts; and

WHEREAS, the Airport Authority has recently lost the services of a key employee in its finance department; and

WHEREAS, SLDC has staff ready, willing and able to provide assistance to the Airport Authority for a limited term in order to ensure the stability of the Airport Authority's finance department, which in turn plays a significant role in the fiscal operations of the City and contribute to its budget compilation, credit ratings, and other core matters that impact the City's overall fiscal health and external credibility, and directly support the City's role as an economic engine for the region;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree:

SLDC Agrees to:

1. Provide the services of its Executive Vice President for Development, Gerard Hollins, Jr., to the Airport Authority, under the following conditions:
    a. Mr. Hollins will be located at St. Louis Lambert International Airport for four days each week supporting the operations of the Airport Authority.
    b. Mr. Hollins will be located at the St. Louis Development Corporation offices for one day each week, but will remain available on other days as needed for critical SLDC meetings, board matters, and other significant organizational needs.
    c. The Airport Authority may direct Mr. Hollins' day-to-day work activities during the four days each week he is located on site.
    d. The senior management of each Party shall cooperate to coordinate the work required in the event of a conflict of interest, conflict of time, or other conflict between duties assigned by SLDC and duties assigned by the

Airport Authority.

2. Permit Mr. Hollins to be able to perform functions comparable to those services the Airport Authority finance department's employee that Mr. Hollins is replacing (the "Services") and provide him necessary support, to the extent required, to ensure he will perform the Services in a professional manner.
3. Continue to be financially responsible and operationally responsible for meeting payroll and providing compensation and employee benefits and the associated personnel, payroll and benefit administration services for Mr. Hollins as an ongoing SLDC employee, including but not limited to maintaining him on SLDC's active payroll and securing worker's compensation coverage.
4. To the extent required, adjust work demands to ensure that Mr. Hollins spends four-fifths of his working time at Airport Authority business in order to ensure that he meets requirements of any Airport Authority grant mandates.

City of St. Louis Agrees to:

1. Provide appropriate healthy and safe working conditions and an operational structure commensurate with Mr. Hollins' skills and capacity.
2. Provide the necessary resources for Mr. Hollins to complete tasks assigned by the Airport Authority and training to the extent required.
3. Develop a calendaring or other reporting structure to enable SLDC management to adequately manage Mr. Hollins' availability and allow Mr. Hollins the flexibility to attend to SLDC-related business to the extent required by the President & CEO of SLDC.
4. Contribute funds towards Mr. Hollins' salary and benefits in an amount not to exceed $75,000, to cover a portion of SLDC's employment costs, based on the following cost structure and obligations:
    a. Reimburse SLDC for 80% of Mr. Hollins' salary and benefits for the duration of the period when Mr. Hollins is assigned to work on behalf of the Airport Authority, inclusive of periods when Mr. Hollins is on Paid Time Off (PTO) pursuant to SLDC's personnel policy.
    b. Reimburse SLDC for reasonable direct expenses of mileage, equipment fuel and other expenses not covered by the Airport Authority to the extent Mr. Hollins submits for reimbursement from SLDC and the cause of the expense is due to Airport Authority business. A reimbursement request will be made upon completion of the term of service. There shall be no reimbursement for transit or commuting purposes nor shall a transit or commuting allowance be provided under this MOU.
5. Keep accurate records regarding Mr. Hollins' work for the purposes of computing and documenting work performed in order to successfully submit requests for the City's payment of the costs for the Services provided by Mr. Hollins.
6. Adhere to the following timeline to ensure the ultimate return of Mr. Hollins to full-time work as an SLDC employee:
    a. On or before the 60th day following the commencement of Mr. Hollins' work on behalf of the Airport Authority, the Airport Authority shall provide SLDC with a written transition plan outlining its interim or permanent staffing solution and the steps necessary to transition Mr. Hollins' duties and responsibilities to Airport Authority staff.

b. On or before the 90th day following the commencement of Mr. Hollins' work on behalf of the Airport Authority, the Airport Authority shall provide SLDC with the opportunity to review the details of how the transition plan referenced above is being implemented to ensure appropriate progress is taking place and obtain assurances from Airport Authority management that Mr. Hollins' Airport Authority-related duties will be appropriately redistributed.

7. Assume responsibility and defense of any claims to the extent litigation or liability arises associated with activities undertaken by Mr. Hollins in the scope of his duties at the Airport Authority.

Term and Termination

The services provided pursuant to this MOU shall be in effect for four months, beginning on August 24, 2026, and concluding on December 24, 2026. No extension may be granted without prior written approval of both Parties, including the Board of Directors of St. Louis Development Corporation and the Board of Estimate and Apportionment of the City of St. Louis.

This agreement may be terminated by either party without a requirement to provide cause with 10 days advance written notice to the other party.

Invoicing and Payment

The City, upon receipt of verified invoices and supporting documentation in a mutually agreeable format, shall provide funds to SLDC for the delivery of the services outlined herein.

SLDC shall submit its first invoice and supporting documentation to the Airport Authority within 30 days following execution of this Agreement. SLDC shall submit a final invoice within 30 days following termination of this Agreement. Failure to submit timely invoices and supporting documentation may result in withholding of payment. All other invoices submitted for payment must be submitted within 60 days after the end of the month services were rendered.

Notices and Communications

All written communications sent by the parties should be by email, and shall be addressed as follows:

To City: Director of Airports
St. Louis Lambert International Airport
10701 Lambert International Blvd.
Phone: 314-426-8020
Email: RKHamm-Niebruegge@flystl.com
GABeckmann@flystl.com

With a copy to:

Airport Legal Department
St. Louis Lambert International Airport

10701 Lambert International Blvd.
Phone: 314-426-8057
tayoffie@flystl.com

To SLDC: Stephen Westbrooks, President & CEO
St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, MO 63103
Phone: 314-657-3700
Email: WestbrooksS@stlouis-mo.gov

Each party agrees to provide to the other party, in a timely fashion, updated information should there be a change in their primary point of contact.

Parties' Relationship

The parties understand and agree that they are independent entities, and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this MOU. Nothing in this MOU is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. This is a cooperative MOU that sets forth understandings and expectations but is not intended to be binding on the Parties. This MOU is not intended to confer any right or legal benefit to any private person or party. This MOU is not intended to benefit any third party or to be enforceable by any third party.

No Waiver of Immunity

By executing this MOU, the City does not waive any sovereign or governmental immunity nor does it waive any other defenses it may have.

General Terms

1. SLDC shall indemnify and save harmless City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees arising from or alleged to be related to any willful misconduct or negligent act or omission of SLDC or its officers, agents, servants or employees, including, but not limited to, any and all claims or actions by the agency or department thereof relative to or arising from the support services outlined herein.

2. SLDC shall cover personnel for worker's compensation and any related costs that may be incurred, and shall maintain liability insurance coverage in the amount of $500,000 per person, $1 million per occurrence.

3. All provisions of the MOU shall be strictly complied with and conformed to by the Parties, and this MOU shall not be modified or amended except by written MOU duly executed by the undersigned parties. In the event of a material breach of this MOU by either party, the non-breaching party may terminate this MOU in addition to exercising any and all other rights and remedies at law or in equity.

4. This MOU represents the entire MOU between the Parties and supersedes all prior MOUs and/or agreements, whether written or verbal, that may exist for the same service(s).

5. Neither party shall assign this MOU in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. This MOU shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns.

6. Failure or delay by either party to enforce any provision of this MOU will not be deemed a waiver of future enforcement of that or any other provision.

7. This MOU is accepted and made in the State of Missouri and this MOU and the rights of the parties hereunder shall be interpreted under and governed as to construction, enforcement and validity by the laws of the State of Missouri. Venue for any dispute shall be in the 22nd Judicial Circuit of the State of Missouri or the U.S. District Court for the Eastern District of Missouri.

8. The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument once all Parties have signed and may be delivered by facsimile or electronic mail transmission all with the same force and effect as if the same was a fully-executed and delivered original manual counterpart.

9. Time is of the essence in interpreting time frames referenced in this MOU.

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Signatures

In Witness Whereof, the Parties signed below have agreed to this Memorandum of Understanding and Funding Agreement.

St. Louis Development Corporation

____
Stephen Westbrooks, President & CEO

____
Date

The Foregoing Memorandum of Understanding was approved by the Airport Commission on August 5, 2026.

____________________________	____________________________
Rhonda Hamm-Niebruegge Director of Airports Chairperson of the Airport Commission	Date

APPROVED AS TO FORM:

____
City Counselor

Countersigned:

____
Comptroller

ATTEST:

____
Register