

NOTICE OF STUDY SESSION

OF THE

UNIVERSITY CITY CITY COUNCIL

Public Notice is hereby given that a Study Session of the City Council of University City will be held on Monday, January 25, 2016, at 5:30 p.m., at City Hall, fifth floor, 6801 Delmar, University City, MO.

AGENDA

1. Meeting called to order
2. Any changes to upcoming meeting agenda
3. City's policy on awarding contracts
4. Ruth Park Driving Range
5. Adjournment

This meeting is **OPEN** to the public.

Dated this 21st day of January, 2016

Joyce Pumm, MRCC, CMC
City Clerk

University City Charter

Article XI

Section 93. Bids; contracts generally.

When work is to be done by contract, the city shall advertise for bids therefor upon such notice as may be prescribed by ordinance. Any and all bids may be rejected. Except for such right of rejection, the city manager shall let the contract to the lowest responsible bidder and shall cause the contract to be formally executed by the contractor and by the city manager on behalf of the city. Such contract before it becomes binding and effective shall be confirmed by an ordinance of the council.

SETTLEMENT AGREEMENT AND FULL AND COMPLETE
RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND FULL AND COMPLETE RELEASE OF ALL CLAIMS (hereinafter "Agreement") is made and entered into this _____ day of September, 2015, between Ethan J. Schuman ("Schuman"), and the City of University City (the "City"), (collectively referred to as the "Parties").

RECITALS

WHEREAS, on or about July 11, 2015, Schuman filed suit against the City, the claims and nature of that dispute being more fully set forth in the lawsuit in the Circuit Court of St. Louis County, Missouri styled Ethan J. Schuman v. City of University City, Case No. 13SL-CC02427 ("the Lawsuit");

WHEREAS, the City filed its Answer on August 12, 2013 in which it denied liability;

WHEREAS, the Parties desire to settle the Lawsuit and resolve all outstanding disputes and claims between them without the need for further litigation or other proceedings among themselves.

DEFINITION

The following definition applies to the listed term wherever that term appears in this Agreement. The defined term stated in a singular form shall include the plural form, the defined term stated in plural form shall include the singular form, and the defined term stated in the masculine form or in the feminine form shall include the other.

"Claims" shall mean and refer to all claims known or unknown, asserted or unasserted, which were or could have been made by any of the Parties against any of the other Parties in the Lawsuit, for damage or loss caused by, resulting from, or related to the subject matter of the

Lawsuit, including but not limited to any claims arising in relation to inverse condemnation of the property known and numbered as 8258 Groby Road, University City, Missouri 63130 (the "Property").

NOW, THEREFORE, in order to effect a full, final and complete settlement and satisfaction of any and all Claims, the undersigned hereby execute this Settlement Agreement and do agree as follows:

AGREEMENT

1. Payment in Full Settlement of Claims

The City shall pay the sum of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) for full and final settlement of all Claims in this Lawsuit, after execution of this Agreement by all Parties, payable to Schuman's counsel of record, The Wallach Law Firm. Such payment shall be made in full settlement as to all Claims in the Lawsuit. The payments shall be made within fifteen (15) days of execution of this Agreement.

2. Obligations of the City

In consideration and as material inducement for the City and Schuman signing this Settlement Agreement, after execution of this Agreement by all Parties, the City shall perform the following improvements ("Improvements") to the Ruth Park Driving Range (the "Range"), which are more fully set forth in Exhibit A, which is attached hereto and incorporated herein:

1. Replace lights with four (4) - twelve (12) feet height pedestrian lights in order to reduce light pollution onto the properties on the South side of Groby Road.
2. Restrict the hours of lighting to 8:30 p.m. daily.
3. Place a berm and landscaping between the Range and Groby Road, as more fully set forth in Exhibit A.

The City shall complete the Improvements within six (6) months after the execution of this Agreement by all parties, subject to weather and force majeure.

3. General Release and Discharge

For and in consideration of the payments and improvements set forth in Section 1, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Schuman hereby acquits and forever discharges the City and its agents, servants, successors, assigns, heirs, officers, directors, representatives, insurers, and attorneys, individually and collectively, of and from any and all Claims or demands, which Schuman now has, or hereinafter may have, for all damages on account of, and arising under, in or out of the allegations described in the Lawsuit, or that could have been alleged in the Lawsuit, as well as those consequences thereof, which may hereinafter develop, and those which have developed, or are now apparent.

4. Dismissal with Prejudice of the Lawsuit

As further consideration for this Agreement, Schuman agrees to file a Dismissal with Prejudice of all claims at Plaintiff's costs pending in the Lawsuit against the City within five (5) days after the receipt of the funds paid in Section 1.

5. No Admission of Liability

The Parties hereto mutually agree and understand that by entering into this Settlement Agreement, the Parties do not in any way admit, but rather specifically deny committing any act or failing to act in violation of any law, contract, statute or regulation. The monetary and other valuable consideration was given and accepted to resolve potential, doubtful and disputed claims, and to avoid the expense of litigation and shall not be construed as an admission of liability on the part of any party hereto or any related or affiliated person, partnership or corporation, and the Parties expressly deny such liability.

6. Extinguishment of All Claims

Schuman understands, agrees and acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, claims and causes of action that he does not know of or suspect to exist in his favor against the City at the time of executing this Agreement related to the allegations described in the Lawsuit and that this Agreement contemplates extinguishment of all such Claims and causes of action.

7. Binding Agreement

This Settlement Agreement shall bind and inure to the benefit of all Parties hereto, their predecessors, successors in interest, officers, employees, attorneys, future estates of any Parties, representatives and assigns.

8. Attorneys' Fees and Costs

Each Party referenced herein agrees to pay its own attorneys' fees and costs incurred in connection with both the Lawsuit and this Settlement Agreement.

9. Entire Agreement

The Parties hereto each covenant and warrant that no promise or inducement has been offered or made except as set forth herein; that all Parties hereto have read this Agreement, understand all of its terms, and understand that this Agreement constitutes the entire agreement among the Parties; that the undersigned officers, partners, attorneys and individuals are executing this Agreement voluntarily and with full knowledge of its significance following discussion with counsel.

10. Effective Date

This Agreement shall become effective immediately following its execution by all Parties.

11. Signatures

This Agreement may be executed in counterparts and copies, facsimiles and emailed (scanned) counterparts shall be deemed as valid as originals.

12. Governing Law

This Agreement shall be governed by, and construed in accordance with the laws of the State of Missouri.

13. Disputes

In the event of any dispute regarding this Agreement, the Parties agree to resolve such dispute in a court of competent jurisdiction in the State of Missouri, and in such event, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's fees, costs and expenses, including reasonable attorneys' fees, incurred in connection with the dispute.

14. Authority

The Parties represent that the individuals or officers signing this Agreement are duly authorized to sign same and bind the Parties to the Agreement.

15. Notice

Each notice ("Notice") provided for under this Agreement or otherwise necessitated must comply with the requirements set forth in this paragraph. Each Notice shall be in writing and sent by facsimile or by depositing it with an overnight courier service recognized in the United States that obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate Party (and marked to a particular individual's attention, if so indicated) as hereinafter provided. Any Party shall have the right from time to time to change the address or individual's

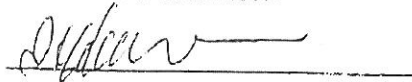
attention to which notices to it shall be sent by giving to the other party at least ten (10) days prior Notice thereof. The Parties' addresses for providing Notices hereunder shall be as follows:

Dr. Ethan J. Schuman
c/o Stanley J. Wallach
The Wallach Law Firm
1068 South Woods Mill Rd.
St. Louis, Missouri 63017


The City of University City
Attn: City Manager
6801 Delmar Blvd.
St. Louis, Missouri 63130

Effective this 2nd ^H day of September, 2015.

ETHAN J. SCHUMAN



THE CITY OF UNIVERSITY CITY

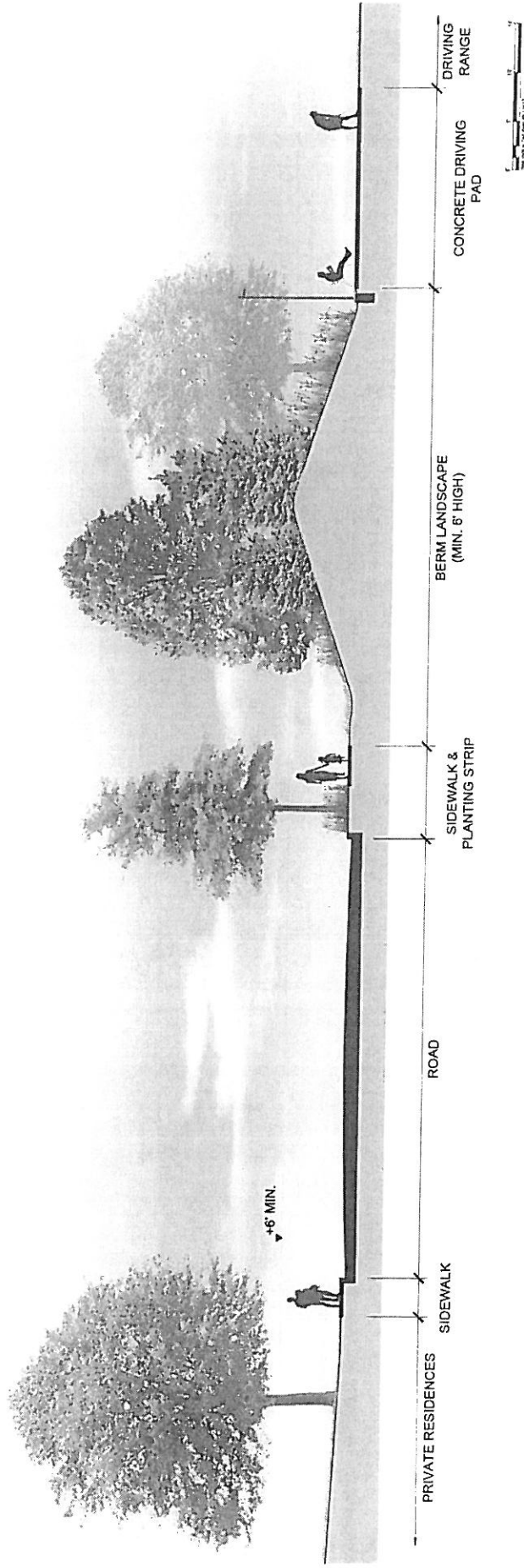


Lehman Walker, City Manager

- EXISTING STREET TREE
- NEW STREET TREE
- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- SHRUBS / GRASSES



RUTH PARK GOLF COURSE - BERM LANDSCAPE CONCEPT



RUTH PARK GOLF COURSE - BERM LANDSCAPE CONCEPT