



MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE
Monday, March 8, 2021
6:30 p.m.

**IMPORTANT NOTICE REGARDING
PUBLIC ACCESS TO THE CITY COUNCIL MEETING & PARTICIPATION**

City Council will Meet Electronically on March 8, 2021

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the March 8, 2021 meeting will be conducted via videoconference.

Observe and/or Listen to the Meeting (your options to join the meeting are below):

Webinar via the link below:

<https://us02web.zoom.us/j/89381753207?pwd=VmNXWm52T0Z3cFQ4emF2YURRMVA2Zz09>

Passcode: 333971

Live Stream via YouTube:

<https://www.youtube.com/channel/UCyN1EJ-Q22918E9EZimWoQ>

Audio Only Call

Or iPhone one-tap :

US: +13126266799,,89381753207# or +19292056099,,89381753207#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free)

Webinar ID: 893 8175 3207

International numbers available: <https://us02web.zoom.us/j/89381753207>

Citizen Participation and Public Hearing Comments:

Those who wish to provide a comment during the "Citizen Participation" portion as indicated on the City Council agenda; may provide written comments to the City Clerk ahead of the meeting.

ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note, when submitting your comments, a **name and address must be provided.** Please also note if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

The City apologizes for any inconvenience the meeting format change may pose to individuals, but it is extremely important that extra measures be taken to protect employees, residents, and elected officials during these challenging times.



MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE – ZOOM MEETINGS
Monday, March 8, 2021
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. APPROVAL OF MINUTES

1. February 22, 2021 – Study Session Minutes – (Economic Development Strategic Plan)
2. February 22, 2021 – Regular Minutes

E. APPOINTMENTS to BOARDS & COMMISSIONS

1. Charles Gascon is nominated for re-appointment to the Plan Commission by Councilmember Jeff Hales

F. SWEARING IN to BOARDS & COMMISSION

1. Kathryn Freese was sworn into the Urban Forestry Commission on February 19, 2021 via Zoom.
2. Joan Suarez was sworn into CALOP on March 2, 2021 via Zoom

G. CITIZEN PARTICIPATION

Procedures for submitting comments for Citizen Participation and Public Hearings:

*ALL written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.*

*Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

H. CITY MANAGER'S REPORT

1. 2nd Quarter Financial Report – December 31, 2020
2. Reversal of Prior Council Action to Construct a New Police Station
3. Insurance and Waiver Requirements for Athletic Field Use

I. UNFINISHED BUSINESS

1. **BILL 9426 – AN ORDINANCE AMENDING SECTION 230.130 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO DELINQUENT REFUSE COLLECTION FEES, COLLECTION POLICIES, AND HEARING AND APPEAL**

J. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2021-2 – Fiscal Year 2020-2021 Budget Amendment #2**

BILLS

2. **BILL 9427 – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “MARKET AT OLIVE”**
3. **BILL 9428 – AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE NOTES (OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PROJECT AREA 1), SERIES A AND B, OF THE CITY OF UNIVERSITY CITY, MISSOURI, TO PROVIDE FUNDS TO FINANCE CERTAIN REDEVELOPMENT PROJECT COSTS; AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE NOTES.**

K. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business
 - a) Re-Opening Plans for Centennial Commons
Requested by Councilmembers Smotherson and Clay

L. COUNCIL COMMENTS

M. EXECUTIVE SESSION

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

N. ADJOURNMENT

Posted 5th day of March 2021.

LaRette Reese
City Clerk

STUDY SESSION
Economic Development Strategic Plan
VIA VIDEOCONFERENCE
February 22, 2021
5:30 p.m.

AGENDA

Requested by the City Manager

1. MEETING CALLED TO ORDER

At the Study Session of the City Council of University City held via videoconference, on Monday, February 22, 2021, Mayor Terry Crow called the meeting to order at 5:30 p.m.

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

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

Also, in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Planning and Zoning, Clifford Cross; Stephen Ibendahl, Beth Noonan, Alison Gray, and Jacqueline Davis of the I-5 Planning Team.

2. CHANGES TO REGULAR AGENDA

No substantive changes requested.

3. ECONOMIC DEVELOPMENT STRATEGIC PLAN

Mr. Rose stated this is a presentation from the I-5 Planning Team on the City's Proposed Economic Development Strategy.

Mr. Cross stated in October of last year Mr. Ibendahl and his team provided Council with an update on the status of the Proposed Economic Development Strategy they have been working on in conjunction with the Economic Development Task Force. He stated tonight's presentation includes an overview of the process and their Executive Summary.

Mr. Ibendahl introduced his team members and provided the following overview:

Schedule of Events

- September: Release of the Draft Recommendations and Community Engagement
- October 12th: Council Work Session on Draft Recommendations
- End of October: Release of Draft Economic Development Strategy document posted on the website
 - Over 630 page views of website Sept 1 –Oct 30th
 - Over 900 page views of website Sept 1–Feb (Current)
- November 1 –30th: Public Comment of the Draft Economic Development Strategy
 - Six Zoom Small Group Meetings over a two-week period

Role of Task Force

The Planning Team conducted five meetings with the Task Force during the process and held an additional listening session on December 21st.

- Comprised of representatives from across the City selected by City Council and the Mayor
- "Ad-Hoc" Advisory Committee and sounding board for the planning team
- Assisted in developing a shared strategy

Key Changes Based on Comments

Comments received from the website, public sessions, and Task Force.

- The addition of an Executive Summary highlighting the six core principles of the plan
- Coordination with UMSL's Diversity, Equity, and Inclusion Accelerator program to attract minority entrepreneurs to the City
- Changed Level 2 priority to Level 1; "Create and administer business survey instrument to capture short and likely long-term impacts of COVID-19 and business needs..."

Economic Development Strategy

Principle 1: Grow Existing and Emerging Business Sectors.

- **What Are the Strengths and Assets of U City?**
 - Accommodations & Food Service
 - Health Care & Social Assistance
 - Retail
 - Professional, Scientific, and Technical
 - Manufacturing
 - Residential
- **Goals**
 - Support core industry strengths to increase tax revenues
 - Foster increased industry diversity to create a more resilient economy
- **Measuring Success**
 - Increase of existing and emerging cluster businesses
 - Increase in property and sales tax revenues

Principle 2: Ensure Equitable Economic Opportunities

- **Making Sure That All Businesses & Residents Are Included In the City's Policies and Programs**
- **Goals**
 - Invest in the 3rd Ward
 - Support minority entrepreneurs
 - Equitable City policies and practices
- **Measuring Success**
 - Increase in household income, especially in the 3rd Ward
 - NOVUS and City revenue invested in the 3rd Ward
 - Increase in the number of minority businesses receiving City contracts

Principle 3: Support University City Businesses and Workers.

- **Talent Retention & Development Strategies**
- **Goals**
 - Focus on the needs of existing businesses
 - Invest in workforce development for residents
 - Retain existing businesses
 - Increased focus on the International District
 - Amplify the voice of local businesses

- Grow next generation of small business owners
- Support additional neighborhood retail
- **Measuring Success**
 - Increase level of business satisfaction with operating in U City
 - Increase the number of City residents employed by targeted industry cluster businesses

Principle 4: Collaborate With Local and Regional Partners

- **Effective Collaboration With Local Economic Drivers and Regional Organizations**
- **Goals**
 - Strengthen relationship with Washington University
 - Connect to regional economic resources
 - Align regional agencies for investment along Olive Blvd.
- **Measuring Success**
 - A mutually beneficial relationship with Washington University
 - Additional resources for infrastructure improvements

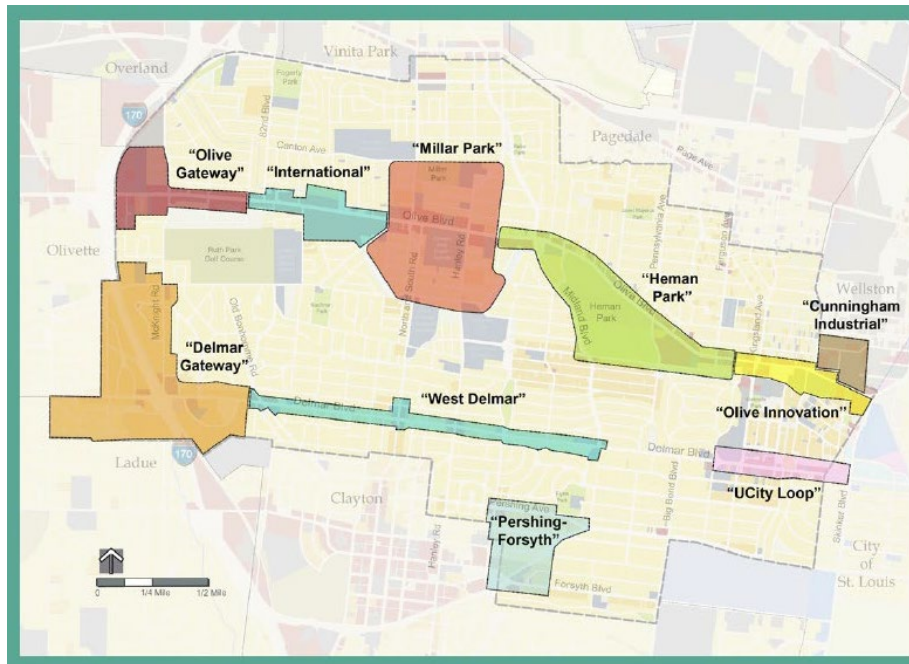
Principle 5: Celebrate and Promote University City

- **Effectively Communicating a Positive Brand or Image**
- **Goals**
 - Maximize online economic development impact
 - Elevate U City's brand
 - Market distinct areas of the City
 - Celebrate the arts in U City
- **Measuring Success**
 - Increase in website visits to "Explore U City" and followers on social media
 - Increase in sales tax revenues generated by specific districts in U City

Principle 6: Utilize Place-Based Solutions

- **Laying the Groundwork for Expanding Revitalization, Investment, and Growth to New Areas in the City**
- **Goals**
 - Redevelop and reinvest in Olive Blvd.
 - Maintain The Loop as a top ten street
 - Enhance visitor experience city-wide
- **Measuring Success**
 - Completion of streetscape and infrastructure improvements
 - An increase in the number of vacant or underutilized properties occupied and redeveloped
- ❖ *Each of these six Principles in the Economic Development Strategy includes a set of action steps sorted by priority, some of which can be found in the Implementation Phase.*

Districts: A Framework for Place-Based Growth



This map illustrates proposed Districts that should be thought of as a framework for locating strategies in different areas of the City. In some Districts, new development or redevelopment may be a key recommendation. In other Districts, the existing mix of businesses is already strong. In those Districts, recommendations such as increased marketing or infrastructure investments can further strengthen these areas.

Districts - Key Business Sectors

Cunningham Industrial
Delmar Gateway
Heman Park
International District
Millar Park
Olive Gateway
Olive Innovation
Pershing-Forsyth
U City Loop
West Delmar

Initial Implementation Process

- Recovery From COVID: Retail sector focus groups and business survey
 - (Also sets a baseline for “measuring business friendliness”)
- Outreach to businesses in Novus footprint
- Washington University: Key Early Discussions
 - Results of fiscal impact analysis
 - City’s redevelopment desires for West Loop and Olive
- Focus on Olive: Marketing of City-owned property on Olive Blvd.
- List City-owned property with a commercial broker

Ongoing Implementation Process

- Discussions with existing tech firm on possible expansion
- Exploring U City’s promotion of Minority businesses

- Making business communications and materials available in multiple languages
- Leveraging new Planning Department software to expedite development review and approval process
- On-going communication with Corps of Engineers on flood mitigation study and impacts to the development on Olive Blvd.
- Adoption of the Draft by City Council

Tracking Progress

The Economic Development Strategy includes a set of recommended metrics for each of the principles to track and reevaluate progress over time.

- Implemented by staff and City Council

Mr. Cross stated moving forward the goal is to meet with the Plan Commission about re-initiating the visioning process and moving forward with the new Comprehensive Plan. This Strategic Plan will play a very important role in the evaluation and drafting of this guiding document.

Staff has received training on the new Planning Department software, which provides for a more user-friendly public portal and efficiency tool to better assist businesses. The goal is to mirror the Department's current software with the new software prior to its official launch.

Councilmember Smotherson stated a vast majority of the information contained in the Draft Plan is things the City was already aware of. But what he appreciates is that this plan has taken that information and put it into a format that provides the City with guidance and direction. And with respect to tracking the progress being made he honestly believes an Economic Development Commission should be created to assist staff and Council in analyzing the metrics.

He then asked what should be the City's next priority if the Olive/1-70 Development moves forward as planned? Mr. Ibendahl stated the City's interests should be to the east of the development, all the way down to Kingsland and the Olive Innovation District, with a focus on revitalizing the tech sector. And it should also take advantage of the Heman Park area which is a great location for new residential housing that would support neighborhood retail. He stated while he would not necessarily rank either of these priorities as being more important than the other, neither are actually dependent on what happens with NOVUS, so the City could move forward with some of these initiatives concurrently in the near and intermediate-term.

Councilmember Clay asked if the prioritization of the action items for implementation was based on what was needed the most or what was more achievable in the short-term? Mr. Ibendahl stated prioritization is both an art and a science, but in this case, it tends to focus more on achievable priorities. Some they viewed as low-hanging fruit, and others, while more important, would require more time to accomplish.

Ms. Davis stated as they started to rank these priorities and place timelines on them, they also looked at two other variables; staffing and the capacity to actually be able to undertake some of the recommendations.

Councilmember Clay stated he noticed there was a reframing of Olive from the 2009 Plan, which breaks Olive up into four sections. But this Plan has added Millar Park into that sector. Could you elaborate on this particular change? Mr. Ibendahl stated the 2009 Plan was developed around design standards and did not include an economic strategy component. However, in some ways, it was on the right track. Looking at the Plan ten years later, the Planning Team thought it needed more refinement because some of the concepts were no longer applicable.

He stated they saw Cunningham Industrial as a growing tech sector and the chance for mixed-use on Olive predicated the need to have something else adjacent to that area. And the same is true with the International District because you want to leverage the strength of these Districts to draw-in more

businesses. So, the purpose of adding Millar Park, with its combination of businesses and residential, was to show a north/south connection across Olive, which they felt was very important.

Councilmember Clay stated his colleague has been advocating for a long time that the industrial corridor be less visible because of the types of businesses that operate there. So he thinks the segmentation provided in the Economic Development Strategy makes a lot of sense.

Mayor Crow stated he is always interested to know the outcome of endeavors utilizing community engagement. So, would you say U City had a typical, good or poor participation rate? Mr. Ibendahl stated this was more of a structured engagement process as opposed to open meetings that are typically utilized in the development of a Comprehensive Plan. He stated economic development principles are a little bit harder for folks to get excited about, which is why they used the Task Force as their primary engagement tool. However, before COVID there were numerous one-on-one and small group meetings with a cross-section of business owners and stakeholders. And overall, they heard a lot of positive things in terms of the Economic Development Strategy being on track.

Mayor Crow stated the Plan talks about U City's opportunities related to senior housing. Is this in addition to the housing that U City already has available, and if so, what are you suggesting? Mr. Ibendahl stated because U City has such a strong core they mentioned the potential for residential growth on Olive near Heman Park that could be more senior-oriented. Of course, senior housing is comprised of a pretty broad spectrum. On one end you have the independent, active group that wants to take advantage of a city's art and entertainment venues. And on the other end, you have assisted living and skilled care. But there are a lot of strengths for the City to pursue with active, independent senior housing.

Councilmember McMahon stated it sounds like the Plan is suggesting that the City maintain The Loop as it is, and to increase the tech sector and vitality through creative marketing and branding. But although it sounds like The Loop already has a good brand, couldn't that assumption be challenged given the number of vacancies, construction, and reduced traffic as a result of COVID? And if it can be challenged, what should be the target or direction the City should be heading in? Mr. Ibendahl stated the Plan does talk about maintaining The Loop but it also talks about the importance of having target redevelopment or development in the West Loop area. There has been a lot of new development further east outside of the City limits, so new development along the western end would help provide a better anchor. He stated there have also been some recent openings in terms of the Tech Working Center on Kingsland, and it will be extremely important to refresh the public realm in the Loop; without too much disturbance to the process, with some infrastructure enhancements. So it's more than just maintaining and marketing, it's a mix of several factors.

Mr. Rose stated the Loop Special Business District is going through its own economic development strategy/visioning process, and two of the big issues that need to be addressed are; what to do with the Loop Trolley, and if there should be a stronger relationship between the U City Loop and the St. Louis Loop. He stated although the contract will not be addressed until their next meeting, he thinks their process is also going to be led by the I-5 Group. If so, that will provide connectivity and added value to the City's Economic Development Strategy.

4. ADJOURNMENT

Mayor Crow thanked Mr. Ibendahl and his team for joining Council this evening and adjourned the Study Session at 6:15 p.m.

LaRette Reese
City Clerk

MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE – ZOOM MEETINGS
Monday, February 22, 2021
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held via videoconference, on Monday, February 22, 2021, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.; Director of Planning and Zoning, Clifford Cross; Director of Public Works, Sinan Alpaslan; Director of Parks, Recreation & Forestry, Darren Dunkle, and Chief of Police, Larry Hampton.

C. APPROVAL OF AGENDA

Voice vote to approve the Agenda as presented carried unanimously.

D. PROCLAMATION

1. A Proclamation recognizing February 22, 2021, as Supermarket Employee's Day

Mayor Crow stated everyone probably recognizes how important these workers have been over the past year by putting their lives on the line to help provide for our essential needs.

E. APPROVAL OF MINUTES

1. January 25, 2021, Study Session Minutes – (CUP – Olive Blvd. and Communications Training), were moved by Councilmember Hales, it was seconded by Councilmember McMahon, and the motion carried unanimously.
2. February 8, 2021, Study Session Minutes – (Bond Project and Refuse Interest and Penalties Policy), were moved by Councilmember Klein, it was seconded by Councilmember McMahon, and the motion carried unanimously.
3. February 8, 2021, Regular Minutes, were moved by Councilmember Cusick, it was seconded by Councilmember Clay and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Cynthia Martin is nominated to the Economic Development Retail Sales Board, as a fill-in replacing Robyn Williams by Mayor Terry Crow. It was seconded by Councilmember Smotherson and the motion carried unanimously.

G. SWEARING IN TO BOARDS & COMMISSIONS

1. Cherise Harris was sworn into the Arts and Letters Commission on February 9, 2021, via Zoom.
2. Andrea Lubershane was sworn into the Storm Water Commission on February 11, 2021, via Zoom

H. CITIZEN PARTICIPATION

Procedures for submitting comments for Citizen Participation and Public Hearings:

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Mayor Crow noted that Council had received several comments from citizens that will be made a part of tonight's record.

I. CONSENT AGENDA

1. One 2021 Dodge Charger Replacement Vehicle
2. Mannequins on the Loop FY21
3. Solid Waste Management District Grant Agreement
4. Missouri Department of Transportation Traffic Enforcement Grant

Councilmember Hales moved to approve Items 1 through 4 of the Consent Agenda, it was seconded by Councilmember Cusick and the motion carried unanimously.

J. UNFINISHED BUSINESS

1. **BILL 9425** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “CROWN CENTER SUBDIVISION OF DELCREST” AND LOCATED AT 8348 – 8350 DELCREST DRIVE. Bill Number 9425 was read for the second and third time.

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

Roll Call Vote Was:

Ayes: Councilmember Klein, Councilmember McMahon, Councilmember Hales, Councilmember Cusick, Councilmember Smotherson, Councilmember Clay, and Mayor Crow.

Nays: None.

K. NEW BUSINESS

BILLS

Introduced by Councilmember Smotherson

1. **BILL 9426** – AN ORDINANCE AMENDING SECTION 230.130 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO DELINQUENT REFUSE COLLECTION FEES, COLLECTION POLICIES, AND HEARING AND APPEAL. Bill Number 9426 was read for the first time.

L. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
Councilmember Cusick reported that the Stormwater Commission has an article on page 5 of ROARS seeking information on historic flood events in U City. Any information residents can provide will be greatly appreciated.

Councilmember Klein reported that the Senior Commission discussed ways to facilitate improved communication strategies; especially as it relates to support services that might be available to them.

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She stated, on the whole, seniors have experienced the highest degree of isolation during the pandemic, so she would encourage everyone to keep the seniors in their neighborhood in mind as they go about their daily activities.

Mayor Crow stated the importance of continuing to engage with seniors is something he would like to add to the discussion points during the State of the City Address in March.

Councilmember Smotherson highlighted some of the takeaways from his attendance at the February Municipal League Legislative Conference:

- Secretary of State, Jay Ashcroft's plan to save money by reducing the number of State elections down to one
- Surplus CARES Act Funding that may be available to municipalities after June 30th
- The introduction of several Bills to either restrict, control, or eliminate slot machines from being operated in Missouri gas stations
- Governor Parsons announces funding for street improvements in municipalities undertaking economic development projects

3. Boards, Commissions, and Task Force minutes

4. Other Discussions/Business

a) Re-Opening of City Facilities Update

Requested by Councilmembers Clay and Smotherson

Councilmember Clay stated since other communities have started to open their facilities under the prescribed guidelines, citizens who are eager to take advantage of the City's amenities, transact business at City Hall, and learn more about the upcoming spring and summer program offerings, we're interested in getting an update on these activities.

Mr. Rose stated as a result of the positivity rates in St. Louis County and efforts to increase vaccinations, last week he authorized the hiring and rehiring of employees to advance the reopening activities related to Centennial Commons and the pool. Mr. Dunkle is in the process of identifying employees who are still interested in working for the City, hiring new employees, and working with the contractor approved by Council to manage the pool.

However, concerning City Hall, which he defines as the central nervous system of the organization, it is currently open for two to four hours a day, Monday through Friday, to provide residents with an alternative to the options available online. He believes that this alternative has worked pretty well, and at this point, he is reluctant to extend those hours of operation because of the threat that still exists associated with the virus. So, the question in his mind is whether there is something he should be trying to achieve that is not already being achieved? And if there are some gray areas then he can look at making some adjustments.

Mr. Dunkle stated in addition to Mr. Rose's comments he would simply add that he is currently accepting applications for one full-time position, and based on the lessons learned from other municipalities, staff has developed a rough draft of its reopening plans that also includes fitness centers.

Councilmember Clay asked if the barrier to opening Centennial Commons was solely related to the hiring and rehiring of staff? Mr. Rose stated that is not entirely the case. Before reopening some of these facilities the guidelines dictate that there should be close to a 5% positivity rate for St. Louis County, and that rate is currently at 6.7%. However, he hopes that by the time staff is in place that rate will have dropped to somewhere around 5% or less.

Councilmember Clay asked Mr. Dunkle if he had a sense of when this hiring event might be completed? Mr. Dunkle stated he will be losing another one of his full-time employees on the recreation side. So, he is trying to fill positions for Centennial Commons, the pool, and the Golf Course because starting on Sunday employees will be needed to work 50 to 60 hours a week just to make sure that operation runs smoothly. Therefore, he anticipates it will take approximately two to three months to fill both of these full-time positions.

And thereafter, all openings will be based on the guidelines and positivity rates imposed by St. Louis County.

Mayor Crow asked if the guidelines and positivity rates were an all or nothing proposition, or if some areas within Centennial Commons could be opened based on the type of services being offered? Mr. Dunkle stated there will be a phased-in approach with limited access to the fitness areas and track, and moving forward, they will slowly open the gymnasium and fitness rooms.

Mayor Crow asked whether the furloughed employees had already found other employment? Mr. Dunkle stated of the three full-time furloughed employees at Centennial Commons, one has found other employment, one has expressed a desire to return, and they are still waiting on the last one to give them an answer.

Mr. Rose stated one of the furloughed employees was offered a job in a different department.

Mr. Dunkle stated they are still in the process of reaching out to all of the part-time furloughed employees, while also seeking new applicants by advertising the available openings.

Councilmember Smotherson stated since there is an enrollment process that has to take place prior to the pool opening on May 28th; his preference would be for Centennial Commons to open on April 1st. He stated his frustration is that at the rate this is going; the hiring process taking three months and nothing opening until the end of May, there won't be any successful athletic programs for anyone this summer. Several communities have already started registering their youth for baseball, so he does not understand why the City's hiring process was not started sooner.

Councilmember Smotherson stated he is also curious to know how the rules and regulations related to the insurance and waiver requirements were approved on September 15th, without a recommendation from the Parks Commission and approval of Council?

Mr. Rose stated he would ask Council to keep the difficulty of managing these types of programs in a pandemic, in mind. Because the truth is, the pandemic manages staff more than staff can manage the pandemic. He stated in December the positivity rate was at 22 %, so the likelihood of opening any facility under that scenario was minimal. Therefore, staff was not in a stable position to start looking at ways to align the opening of Centennial Commons with the recommended positivity rate until after it started going down. He stated staff's goal was not to simply open these facilities but to open them in a secure manner that causes no harm to its patrons.

Mr. Rose stated the City is currently operating under an Emergency Declaration. So, the purpose of the insurance and waiver requirements is to limit the City's exposure to potential lawsuits that could occur when outside organizations; that may not be following the County's guidelines, leases its facilities.

However, once an organization is open to acknowledging that the City is indemnified from any lawsuits related to COVID they are welcome to execute such a lease. He stated this was an administrative decision that did not require a recommendation from the Parks Commission or approval of Council. Nevertheless, he is more than happy to present these regulations for additional review.

Mr. Dunkle stated although it may not have always been enforced, this type of insurance is consistent with what other municipalities are implementing, and it has been a requirement for many years.

Councilmember Smotherson asked if this would require a small baseball team to have insurance and sign a waiver for each player before they could practice on any of U City's baseball fields? Mr. Dunkle stated the insurance would be covered by the organization that the team is a part of.

Mr. Rose stated a group of kids who want to have a pick-up game on the field is totally different than an organized sports team requesting an exclusive lease to use the City's fields. He stated in those instances, there is a certain amount of liability that the City accepts when accidents occur.

Councilmember Smotherson stated since he is not in total agreement with this requirement, he thinks the policy should be rescinded and brought before Council for review and approval.

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And if it is, then his first question would be what kind of enforcement measures are in place to ensure organizations are adhering to this policy?

Councilmember Klein stated she would tend to agree with Councilmember Smotherson's suggestion because these programs are an amazing way to connect different populations and she believes the City should do all that it can to help facilitate these kinds of programs. She stated most of the people who make these sports programs possible are volunteers that often donate their own money to ensure that at-risk children can participate. So, their resources are really stretched to the limit. These new guidelines may make it too difficult for some organizations to operate within U City and she would definitely like to see kids have the opportunity to practice and play in their community.

Councilmember Hales asked Mr. Rose if he could clarify whether this discussion about insurance was related to City-sponsored youth sports programs or external organizations looking to lease or rent the City's facilities? Mr. Rose stated the School District is one organization that staff typically works with but there could be others as well.

Mr. Dunkle stated in addition to the School District several private non-profit youth organizations utilize the City's athletic fields.

Councilmember Hales stated as a volunteer coach for a competitive high school baseball team he is aware that all of the teams within that organization were required to have insurance. So, he is a little confused why the issue of insurance would be somewhat of a surprise. He stated while this may not be true at the grade school level, he would be shocked if any of the major organizations like Metro Collegians were not required to have insurance.

Councilmember Smotherson also mentioned a concern about requiring each team to provide a waiver and personal information on its players. However, restaurants are now requiring their patrons to complete a form with their personal information for the purpose of contact tracing. So, in today's current environment, he does not think it would be unreasonable to obtain that type of information.

Mayor Crow stated at the beginning of this pandemic everyone struggled with how to address what needed to be done to keep each other safe. And he thinks it is safe to say that this is a good example of the struggles associated with how to maintain those same standards as we begin to exit this pandemic. So, needless to say, there will be some healthy tensions throughout this process as the City attempts to move forward. And while he clearly understands Councilmember Klein's concern about kids being able to use their own field, he would encourage everyone to give each other a little wide berth as they are attempting to navigate these unknown territories because what he also understands is that all of his colleagues wants what's best for its children and the community as a whole.

Mayor Crow stated as far as administrative policy decisions go there will always be times when you error on one side versus the other. So, while this is a healthy conversation for Council to have, he is unsure at this point what the next steps should be. Therefore, he would ask Mr. Rose to come up with a timeline for when Council can continue this discussion; who should participate in the discussions; how some of the surrounding communities are dealing with this issue, and when a final decision needs to be made.

Councilmember Clay stated even if a requirement to maintain insurance is the standard, in this case, it's something that was not previously enforced, and without proper notification, it puts the community at a disadvantage. Clearly, there is a need to protect the City, and perhaps this should be the expectation going forward. But given everything else that is going on he thinks the City should offer a little grace. Councilmember Clay stated he believes it would be a little unsettling to folks in this community if they have to go across 1-70 to rent an athletic field because they don't meet the requirements to rent one in their hometown. That said, he would agree there is a need to act on this matter expeditiously.

Councilmember McMahon stated he understands everyone's concerns and what it always boils down to is balancing interests.

He stated he is somewhat concerned because it seems like there is a desire to have all of the requirements that have been put in place waived. And if that happens, the City will have no protection in the event of a lawsuit. So perhaps the middle ground is to maintain the waiver and eliminate the insurance requirement. But whatever the case may be, he would agree that there needs to be some kind of direction sooner rather than later.

Councilmember Klein stated she would like to get a legal clarification on two issues:

1. Is the City's insurance requirement specific to COVID or superfluous to the type of insurance some teams may already have?
2. Will the provision of a waiver prohibit U City teams from playing sports in their community with other teams who may not have implemented this same policy?

Mr. Rose stated as it relates to the waiver, the only thing the City is attempting to do is immunize itself against potential lawsuits where someone alleges that one of its youth organizations did not follow the County's guidelines; because without such a waiver they can sue the City. And with respect to maintaining insurance, his understanding is that this practice does not represent a change in the City's previous policy requirements.

Mr. Dunkle stated the City's insurance requirements are not related to COVID. It is a standard practice that most municipalities utilize across the board whenever another organization makes use of their facilities. He stated the City's liability limits are established by the State of Missouri and if no insurance is required from these outside organizations then the City would be required to pay any amount that exceeds that limit.

Mr. Rose stated he would suggest that the next step be to forward this to the Parks Commission for a recommendation on the balance between protecting the City and some level of recognition that this may be new for some organizations.

Mayor Crow stated he thinks some of the confusion may be the result of outside pressures premised on what residents are hearing about other communities. But we have to recognize that everyone is not going to be consistent on this policy.

However, in this particular case, if staff is going to ask the Parks Commission to chime in, the request should be for them to conduct a special meeting because if you wait for them to conduct a regularly scheduled meeting we may be pushing this pretty far down the road. And judging by his colleagues' interest in this subject and its time-sensitive nature, Council should be flexible enough to conduct a meeting by Zoom once the Commission has rendered its recommendation.

Mr. Rose stated if it is acceptable to Council he will ask Mr. Dunkle to reach out to the Chair of the Commission and make a request for a special meeting on this topic.

Councilmember Smotherson stated his final comment would be; if at all possible, let's not miss out on the opportunity to make sure we have baseball in U City this summer.

Mayor Crow stated every member of this Council has the community's best interest at heart, so going forward the key component will be to find a balance among those interests. He stated he appreciates this topic being brought to Council's attention and looks forward to bringing this matter to a successful conclusion in the very near term.

M. COUNCIL COMMENTS

Councilmember Clay stated he was pleased to celebrate the 101st birthday; in a COVID-appropriate way, with Mother Pearl Shelton. Ms. Shelton has been a U City resident for twenty years and is still going strong.

Mayor Crow stated on behalf of himself and his colleagues he would like to wish Mother Pearl Shelton a very happy birthday.

N. EXECUTIVE SESSION

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

Councilmember Hales moved to close the Regular Session and go into an Executive Session, it was seconded by Councilmember Smotherson.

Roll Call Vote Was:

Ayes: Councilmember McMahon, Councilmember Hales, Councilmember Cusick, Councilmember Smotherson, Councilmember Clay, Councilmember Klein, and Mayor Crow.

Nays: None

O. ADJOURNMENT

Mayor Crow thanked everyone for their participation and closed the Regular Session of Council at 7:26 p.m. to go into a Closed Session. The Closed Session reconvened in an open session at 8:22 p.m.

LaRette Reese
City Clerk

DRAFT

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LaRette Reese

From: Brian Feld <bfeld@hkwarchitects.com>
Sent: Sunday, February 21, 2021 9:40 PM
To: Council Comments Shared
Subject: Opening and use for Jack Buck field for UCHS and other outdoor athletic fields

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

Brian Feld
7511 Washington Avenue

Honorable Mayor, Council Members and City Manager:

Speaking on behalf of families of University City High School baseball and softball student athletes, I would like to express my sincere hope that the use of Jack Buck field and the neighboring field for softball will be made available for our student athletes and coaches this Spring. I would like to emphasize that while our family has a personal interest in seeing the fields available for use (our son Ian is a graduating senior on the baseball team), it is most importantly an issue of opportunity for all of our student athletes, especially our student athletes of color. It is also a very important inflexion point in the development of the U City High baseball program. In our first 2 seasons with the program, the team struggled to get 13 or 14 players in the entire program. Last season, however, before the shutdown, there were 23 players in the program and there was much hope and excitement for building a sustained program. At least 75% of the players were student athletes of color, and we were all thrilled that interest in the program was on the uptick. I also think it is worth mentioning the 4 graduating seniors on this team that have put in countless hours of work year-round to be the best players they can be. Their dedication to year-round work has had a measurable effect of program interest, and these four young men deserve an opportunity to play on their home field for one more season to maintain this momentum. The same message applies to our great softball team student athletes.

With current restrictions now lifted in the County, our student athletes deserve the opportunity to use our great facilities. Do also keep in mind that the baseball team and coaches are committed to helping the City take care of the grounds of Jack Buck in any form of partnership that is desired. The thought of our AD and coaches having to look far and wide for simple practice space, let alone scheduling games elsewhere when there are facilities that can be made available is not the message this community should send to our students. We are quite concerned that the logistics of having no home games with required travel to simply practice outdoors will unfairly affect many of our families and risk their being unable to participate. It thereby jeopardizes the entire season.

The use of these facilities and the cause for equity trickles down to our middle school and elementary school levels as well, and I hope many concerned families also use their voices to advocate for all U City children. I do not know all details, but it does sound like there are also some onerous hurdles to simply use these fields. I believe that there is a reasonable way for all age levels to use these facilities.

I humbly request that the University City Council, City Manager and Parks Commission allow our baseball and softball programs to utilize the fields at Heman Park for this upcoming season, for both practice and games.

Brian Feld, AIA, LEED BD&C

hkwarchitects

bfeld@hkwarchitects.com
314.361.0000 x 103 314.277.6749 m
5017 Washington Place, Suite 200
St. Louis MO 63108

D - 2 - 9

182

LaRette Reese

From: James Wilke <coachjameswilke@gmail.com>
Sent: Saturday, February 20, 2021 4:55 PM
To: Council Comments Shared
Subject: Citizen Comment - Agenda Item L(4)(a)

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

James Wilke
1137 81st St, University City, MO 63130
Agenda Item L(4)(a) - 2-22-2021 Council Meeting

Dear Council Members and Mayor Crow,

On February 17, 2021, St. Louis County entered a new order relating to youth sports:

<https://stlcorona.com/sites/default/assets/pdfs/dph-orders/st-louis-county-youth-sports-guidelines-2021-02-16.pdf>

Prior to the issuance of the new order, both UCHS and at least one youth baseball organization, which is comprised of University City residents, reached out to the City to inquire about field rentals for the upcoming spring. Both were informed that while University City was permitting rentals of the fields, there was an order entered September 15, 2020 by someone in U. City government which imposed a number of restrictions to field use, required the signing of liability waivers by all participants, required a copy of the COVID plan which was to be filed with the County (even though baseball and soccer practices did not require such an order under the Guidelines), and mandated liability insurance for the lessees of the fields. I have tried and failed to find the September 15, 2020 order referred to in the email.

The email was accompanied by 9 different documents, including the insurance requirements, waivers, "Athletic Rules and Regulations" and a copy of the then current County Youth Sports Guidelines.

If the City is going to require that recreational youth baseball teams that are run by volunteers have to purchase \$3 million of liability insurance, plus pay to use the field, no one can afford to use the fields. UCHS might not have an issue adding the City to its policy, but then the waiver requirement, which I will note is not required anywhere else in the immediate vicinity (Jennings, Olivette, Clayton) nor is such required by any of the other highschoools against whom U. City plays, is simply not feasible. UCHS students could sign such a waiver, but having their opponents and umpires have to sign them is 1.) not really enforceable without a City employee checking each player off before play can start; 2.) feasible at the time the rental occurs; nor 3.) something UCHS can require of their opponents. Furthermore, players under the age of 18 can not legally sign a waiver.

The City of University City has sovereign immunity! It simply can not be sued unless the liability falls under certain exceptions enumerated in the sovereign immunity statute. The "dangerous condition of land" exception is limited to "a defect in the physical condition of public property. For property to be dangerous, there must be some defect, physical in nature, in the sovereign's property." Maune ex rel. Maune v. City of Rolla, 203 S.W.3d 802, 805 (Mo.App. S.D. 2006). Potential COVID 19 exposure by other users of a park is not one of those exceptions. The requirement for waivers, and for liability insurance effectively prevents most of us from being able to rent the fields here in University City, especially when we can go to surrounding communities and not have to pay hundreds or thousands of dollars in insurance premiums. If the City can not be held liable for COVID exposure, these requirements seem to be solutions to problems that the City does not in fact have. I would ask that the waiver and insurance requirements be rescinded by vote of council.

Most concerning to me was the process by which the "Rules and Regulations" seem to have been updated. It is possible that the "Rules and Regulations for Field Rental" is identical to what has been in place in past years, but there are Rules in there that I do not remember ever having been an issue. For example, the City will not reimburse the lessee if the

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event is rained out (at the sole discretion of the City), and makes threats that lessees will be charged if an employee has to come out after hours, with no real description of what that charge might be or why an employee might have to be called out.

I would also point out that nowhere do the "Rules and Regulations for Field Rental" include a requirement that anyone sign a waiver or indemnify the City and only says the City "may" require insurance according to certain guidelines, which again are not published anywhere. Nor can the waivers be justified under the Emergency Order, RSMo. 44.080, nor Section 19 of the City Charter. None of these give the City Manager the ability to impose new rules and regulations for field use, outside of outright closure. Close the fields if you want (despite the Feb. 17 order) but don't make the process to access our parks so onerous that no one wants to rent them.

According to City Ordinance 120.390.2, the Parks Commission has the duty to: Approve rules and regulations for the administration of the parks and recreation activities of the Departments of Public Works and Parks and Community Development, which rules shall become effective when approved by the Council;

The "Rules and Regulations" being handed down by the Parks Department should have to follow our City Ordinances and go through the regular process, even now under COVID. The Parks Commission had a meeting only a few days before the unpublished 9-15-20 Rule change went into effect and it was not mentioned, voted upon, or sent to council for approval. The Park Department Rules do not make mention anywhere that they were ever approved by council nor the date such action was taken. It might be that they were approved under a different administration, in which case I would ask for a review by the Parks Commission. But if they have never been approved, I would ask that we start that process following the Ordinances set forth in the Code, and have Council approval before we send out missives to prospective field lessees with rules that were never actually adopted.

James Wilke

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LaRette Reese

From: Garrett Broshuis <gbroshuis@gmail.com>
Sent: Monday, February 22, 2021 11:51 AM
To: Council Comments Shared
Subject: Re: Use of Heman Park Ball Fields

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

Of course: Garrett Broshuis, 7144 Waterman Ave, University City, MO 63130.

On Mon, Feb 22, 2021 at 11:01 AM Council Comments Shared <councilcomments@ucitymo.org> wrote:

Good morning,

I am in receipt of your comments. May I please ask for your address? In order that your comments be made a part of the official record, a name and address must be provided.

Thank you

LaRette



LaRette Reese

City Clerk

City of University City

6801 Delmar Boulevard

University City, MO 63130

P: 314.505.8605 | www.ucitymo.org

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From: Garrett Broshuis <gbroshuis@gmail.com>
Sent: Saturday, February 20, 2021 3:29 PM
To: Council Comments Shared <councilcomments@ucitymo.org>
Subject: Use of Heman Park Ball Fields

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

Dear Council,

First, I want to thank you all for your service to our community. I'm an attorney who represents Missouri cities in several matters, but above all, I'm a proud U-City resident who, like you, desires to better our community for this generation and generations to come. I have two children in U-City schools, and a third who will soon enter the schools, so I am invested in this community.

I'm also on the board of the nonprofit U-City Youth Athletic Club. We're organizing baseball teams to play this spring, and I will be coaching a first-grade boys team. We're excited to begin a fun but safe season.

We're wanting to begin practices in March because the season begins in April, so we recently began the process of reserving fields. The requirements, however, are particularly onerous. There are insurance requirements and paperwork requirements that other cities in the neighborhood do not require, and that do not make sense. We understand that more precautions must be taken for this season to take place, and even as Covid-19 numbers trend in the right direction, safety will be of utmost importance to us. Yet many of these new requirements for reserving a field are not related to Covid-19 at all.

If all these requirements remain in place, they will likely force us to rent fields in neighboring towns, like Olivette and Clayton. That would mean that we would be unable to use the fields close to our homes that our taxes pay for but instead will be required to drive to fields much further away during rush hour that are not within our city.

Such a result should be avoided, and so I respectfully request that these arbitrary requirements be withdrawn so that city residents can use city fields in a safe, fun, and responsible manner.

Best,

Garrett Broshuis

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393

Garrett R. Broshuis

J.D.

<http://ssrn.com/author=1571396>

--

Garrett R. Broshuis

J.D.

<http://ssrn.com/author=1571396>

10643

LaRette Reese

From: Jason McLure <jmclure@yahoo.com>
Sent: Monday, February 22, 2021 10:40 AM
To: Council Comments Shared
Subject: Council Comments/Youth Sports/City Field Access
Attachments: City council letter field access 022121.docx; Athletic Field Insurance Requirements.pdf; Athletic Field Rules and Regulations.pdf; COVID 19 Athletic Field Use Information.pdf; DPRF-ATHLETIC FIELD REGISTRATION FORM -fillable 11321.pdf; Facility Liability Waiver - Organization.pdf; Liability Waiver - Non-Sponsored Participant-VISITORS.pdf; Liability Waiver - Non-Sponsored Participant.pdf; SPRING ATHLETIC FIELD USES.pdf; st-louis-county-dph-orders-youth-sports-guidelines-11182020-0.pdf

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

Dear University City Council,
Attached please find comments for tonight's meeting on the agenda item related to youth sports and field access at University City parks. The letter is signed by the following University City residents:

Best regards,
Jason McLure
Board of Directors, Chairperson
University City Youth Athletics Club
6607 Waterman Ave.
University City, Mo.

J. Dillon Brown
Board of Directors, Vice-Chair
University City Youth Athletics Club
6633 Waterman Ave.

Coach Jason Hassenstab
7274 Creveling Dr.

Coach Rachelle and Tony Dell
7396 Bedford Ave.

Tameka Cook, volunteer
6646 Vernon Ave.

Coach Becky O'Hara
7110 Waterman Ave.

Coach Dan Schreiber
6663 Kingsbury Blvd.

Coach Chris and Angela McManis
849 University Place

2843

Coach Jeremiah Weinstock
7052 Stanford Ave.

University City Youth Athletics Club
6607 Waterman Ave.
University City, Mo. 63130

Feb. 21, 2021

Dear Mayor Crow and members of the University City Council,

We are residents of University City, parents of children who utilize city parks, and volunteer coaches of University City Youth Athletic Club baseball and softball teams. We are writing to submit comments for the Feb. 22, 2021 City Council meeting on the issue of youth sports and field access at city parks. To our knowledge, our organization is one of the largest users of baseball and softball facilities in University City.

Our volunteer-run nonprofit, the University City Youth Athletic Club, recruits players from Kindergarten through 7th grade and is primarily from University City's four public elementary schools and Brittany Woods Middle School. We also welcome children who are homeschooled or attend other schools that do not have their own baseball/softball programs. Enrollment is open to all, and approximately 90% of our players and coaches are University City residents.

Our goal is to foster sportsmanship, teamwork and community and build relationships among students who attend different schools. We offer need-based scholarships and receive equipment donations from Rawlings and other sponsors. We seek to foster pride in our community and believe that U City kids should play sports in U City whenever possible. In 2021, we anticipate having eight to 10 teams in various grade levels with 90 to 120 players and approximately 15 to 25 parent volunteers.

In 2021, all of our teams plan to participate in the Clayton spring recreational league, one of the few remaining youth recreational baseball/softball leagues in our part of St. Louis County (as you may be aware, University City no longer has its own baseball/softball league). Though our teams play games in Clayton, for several years we have conducted practices and scrimmages in University City at Heman Park.

This year, when we contacted the Recreation Department to reserve fields, we were sent nine separate pdf documents outlining significant and onerous changes to University City's field reservation policy (see attached).

These new policies impose extensive new paperwork requirements, significant costs and set new and unfavorable terms for using the baseball and softball fields at Heman Park. While we are all conscience of the dangers of the pandemic and the need to take steps to halt its spread, most of these changes do not appear to relate to COVID-19 and do not appear to align with St. Louis County Health Department. Communities such as Olivette and Clayton do not place similar burdens on their youth sports community, and it is unclear how or why such policies came to be implemented.

Taken together, the new policies make it essentially impossible for University City youth to play ball on the University City park fields paid for by residents' taxes.

Since the regulations are too lengthy to reprint here, we can summarize some of the requirements and how they impact youth baseball and softball.

Paperwork

Take, for example, a tee-ball team of 12 U City kindergartners with three adult coaches that is trying to schedule an hour of weekly practice time at Heman Park. The coaches have already paid \$575 to register the team in Clayton, purchased equipment and uniforms, and got the team excited for the upcoming season after a year of pandemic-related cancellations. As in years past, they are prepared to pay an hourly fee and submit a field request form to the City.

However, according to the documents we received, to rent their one-hour of weekly practice field time at Heman Park in April and May, they will be required to submit the following to the University City Recreation Department:

- 15 individual liability waivers
- 1 organizational liability waiver
- 1 written plan detailing how the team will comply with St. Louis County Health guidelines, store attendance records, communicate with the health department, conduct disinfecting and enforce regulations.
- 1 valid roster specifying names and addresses of all players and specifying whether each is a resident or non-resident of University City.
- 1 athletic field reservation form
- 1 certificate of insurance showing a minimum of \$3 million in property liability and bodily injury coverage from a A:VII rated State of Missouri licensed insurance company naming the City of University City

Costs

- The new policy requires the team to purchase \$3 million in coverage for property and bodily injury liability, naming the City of University City as co-insured. Previously, there was no insurance requirement to hold tee-ball practice at a city field.
- To date, we have not been able to receive a valid quote for this level of coverage, which appears to be higher than the guidelines from Little League or Babe Ruth League for organizations that are conducting both games and practices. Keep in mind, the kindergarten team is already covered by the Clayton League insurance policy, but that policy does not name the City of University City as co-insured. Further, the City of University City would already be covered in many if not all instances through sovereign immunity and presumably, any city-purchased insurance policy.

- Advertised rates for team sports liability insurance with coverage requirements lower than those mandated by the city are approximately \$100 per team, or about 15% of the team's costs.
- In addition to the field rental fee and insurance requirement, the new policies make reference to an unspecified security deposit as a requirement for field rental.

Unfavorable New Business Practices

In renting for 2021, the tee-ball team and its coaches will also face a number of new and unfavorable changes to business practices and park usage in University City.

- **Permitted Use Only:** The new policy formally bans the U City kindergarten tee-ball players from using the Heman Park fields unless they obtain a valid permit by submitting the required 20 documents and purchasing insurance, since the Recreation Department has determined that "organized" youth activities can only take place with a permit. Previously, the city's policy was that anyone can use any vacant field unless a permit holder has reserved the field and is actually present to use it. This was reasonable and convenient for arranging an extra practice, as University City has 15 baseball and softball fields and even in spring and summer, it is very rare for more than 2 or 3 to be in use at any one time.
 - Note: The new policy allows the kindergarten players to meet and play together without the supervision of a coach, as "unorganized" youth activities are allowed at the fields without a permit. With regard to potential liability for the city, it is unclear how "unorganized" activities of use represent a different level of liability than "organized."
- **No refunds:** Rain is a frequent occurrence in University City in April and May, and because the Heman Park fields do not drain well, it is common for about one-third of weekly practices to be cancelled/postponed in the spring. Previously, the city would refund coaches/tenants for the frequent rain-outs. Under the new policy, the Recreation Department will no longer refund prepaid fees for fields that are unusable.

As mentioned earlier, taken together, these new policies make it essentially impossible for University City volunteers and their children to play tee-ball, baseball and softball in University City while complying with City regulations. In contrast, the city of Olivette and the city of Clayton offer much more streamlined field rentals for their youth. A member of Olivette's recreation department informed me this week that they could reserve fields for the U City Youth Athletics Club at Stacey Park over the phone for \$11 an hour, and that the only paperwork requirement was a single liability waiver form. The process in Clayton is similarly straightforward, though the fees for non-residents are \$30 an hour.

Further, the problems caused by this new policy are not limited to the University City Youth Athletic Club and the use of fields for baseball and softball. Presumably, they would apply to

the fall soccer teams organized by the Wilke family and the 200+ University City children who participate in them, as well as baseball/soccer teams organized by parochial schools and others.

We do not know by what mechanism these new policies were enacted, or if the emergency orders related to the pandemic were used to promulgate them. From discussions with City Council and Parks Commission members, it does not appear that the either was informed of them or of the consequences they would have for University City-based youth programs, including University City District athletic programs. In general, we hope that in future the city will consult with interested stakeholders before making such significant changes to its field rental policies.

Specifically, we urge the council to adopt the following measures:

- Direct the city government to revoke the new Recreation Department field and facility policy, including:
 - Revoking the liability insurance requirement.
 - Revoking the ban on use of city fields without a permit by participants engaged in “organized” activities.
 - Revoking the requirement that those seeking field permits submit written COVID-19 health plans with the University City Recreation Department
 - Revoking the requirement that those seeking field permits at the resident/nonprofit discounted rate supply business licenses, occupancy permits and rosters of players with addresses.
 - Instead, direct the Recreation Department to verify residency through the use of a simple government issued photo id by the permit requester
 - Revoke the policy ending refunds for prepaid fields that are unplayable due to weather or other factors. Reinststate the policy of promptly refunding fees for rain-outs.
 - Revoke the policy of requiring security/damage deposits for the use of playing fields.
 - Revoke the requirement for individual liability waivers signed by all participants on city-owned fields. Language related to liability waiver may be included on a single “field request” form signed by the individual renting the field.
- Under a revised policy, field requests should require only a single application form. Residency status shall be determined by the use of a government-issued photo id OR occupancy permit by the permit requester. Field rental fees shall be \$10 an hour for U City residents/schools/non-profits and \$15 an hour for non-residents. Non-permitted use of vacant fields by organized teams shall be allowed.
- Further, we would urge the city council to direct the city government to actively encourage University City residents to utilize our parks for organized sports and outdoor activities, and avoid any policy or practice that may result in University City’s sports fields being underutilized and vacant.

- Direct the Parks Commission to actively seek input from groups or individuals that rent and utilize University City sports fields and facilities and report on issues related to field and facility access in city parks. The Parks Commission shall periodically report to the city council to ensure that University City School District sports teams as well as sports teams organized by University City volunteer organizations/nonprofits/schools are not forced to seek facilities in other cities/jurisdictions when such fields and facilities are unused and/or underutilized in University City.

Thank you for your time and attention to this matter.

Best regards,

Jason McLure
Board of Directors, Chairperson
University City Youth Athletics Club
6607 Waterman Ave.
University City, Mo.

J. Dillon Brown
Board of Directors, Vice-Chair
University City Youth Athletics Club
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6646 Vernon Ave.

Coach Becky O'Hara
7110 Waterman Ave.

Coach Dan Schreiber
6663 Kingsbury Blvd.

Coach Chris and Angela McManis
849 University Place

Coach Jeremiah Weinstock
7052 Stanford Ave.

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ATHLETIC FIELD INSURANCE REQUIREMENTS

It is understood that the Permittee shall obtain and maintain insurance as outlined below, covering the activity/activities associated with the activity/activities. **Permittee shall furnish proof of coverage prior to the issuance of a Permit.**

All insurance coverage's are to be written/placed by insurance carriers licensed and admitted to do business in the State of Missouri with an A:VII or better rating in accordance with the current Best Key Rating Guide, covering all activity/activities under the Agreement, and all policies shall be endorsed to the state that coverage shall not be cancelled, non-renewed, or limits or coverage reduced without (60) days advance written notice by certified mail, return receipt requested, to the City of University City Parks, Recreation and Forestry Department.

Permittee shall not commence activity/activities under the Permit until all applicable insurance requirements and limits specified have been approved by the City. Permittee shall, during the term of this Permit, at its own expense, shall procure and maintain insurance as follows:

1. Comprehensive General Liability and Bodily Injury
Including Death: \$450,000 for any one person in a single accident or occurrence
\$3,000,000 out of a single accident or occurrence
Property Damage: \$450,000 for any one person in a single accident or occurrence
\$3,000,000 out of a single accident or occurrence
2. Owner's Protective Bodily Injury
Including Death: \$450,000 for any one person in a single accident or occurrence
\$3,000,000 out of a single accident or occurrence
Property Damage: \$450,000 for any one person in a single accident or occurrence
\$3,000,000 out of a single accident or occurrence

Workers Compensation Insurance – Activity/activities involving the use of Permittee employees and/or contracted employees will be required to provide Workers Compensation Insurance covering all employees, in accordance with the laws of the State of Missouri.

Permittee shall provide the Parks, Recreation and Forestry Department Department with a "Certificate of Insurance" naming the City of University City as additional/coinsured on a primary, non-contributory basis and must be submitted for the activity/activities location(s) and date(s) of all preparation for such activity/activities occurring on City of University City property.

The City of University City shall also be provided an endorsement page.

- **Endorsement** must include reference to the Policy Number and the Insured as they appear on the Certificate.

- **Additional Covered Party:** Name of Person or Organization: City of University City, officers, agents, and employees of the City of University City, individually and collectively.
- **Primary Insurance:** The Endorsement must state that coverage afforded by this endorsement shall apply as Primary. Other insurance maintained by the City of University City shall be excess only and not contributing with the insurance provided under this policy.

Certificates of insurance shall be filled with the City prior to commencement of this Permit and Permittee shall submit, during the course of this Permit, at least fifteen (15) days prior to the expiration of any insurance policy, a certificate indicating and evidencing either a renewal or a new policy. City shall be named as an additional insured and it shall provide that the insurer shall, at least thirty (30) days prior to the expiration, amendment, or cancellation of any such policy, give the City notice in writing of such expiration, amendment, or cancellation.



ATHLETIC FIELD RULES AND REGULATIONS

I. Reservations/Fees/Deposits/Refunds/Cancellations:

1. Reservations:

- a) Athletic Fields are generally available for rent seven (7) days per week March through November.
- b) Athletic Field usage for organized play (practice, games, tournaments, camps, clinics, etc.) is by permit only, unless otherwise designated by the City.
- c) The following priorities have been established to ensure the fairest distribution of field usage: City of University City Programs and/or Partnerships; Returning Users/Organizations that are in good standing; All other users.
- d) Permits are required for the use of all athletic fields for all organized uses (practices, clinics, camps, games, tournaments, etc.). However, athletic fields may be used without a permit for non-organized uses (hitting, throwing, and fielding, by an individual user vs. team/group use) on athletic fields as long as the athletic field is not being used by a permit holder, or under maintenance operations. Individuals must relinquish the field(s) to all permit holders.
- e) Applications for returning users/organizations shall be due no later than the first working day of December for upcoming year in which the Athletic Field(s) is to be rented. No oral agreements for use of an Athletic Field shall be valid. Dates will not be "reserved" and reservations are not confirmed until the Application has been approved and an Agreement is completed and signed by the Lessee and received by the Parks, Recreation and Forestry Department and all appropriate paper work and all fees have been received by the City.
- f) General Reservations (non-returning users/organizations) are made on a first-come, first-served basis starting on the first working day of February in which the Athletic Field(s) is to be rented. It is recommended that applications/reservations be made a minimum of one (1) week prior to scheduled date. No oral agreements for use of an Athletic Field shall be valid. Dates will not be "reserved" and reservations are not confirmed until the Application has been approved and an Agreement is completed and signed by the Lessee and received by the Parks, Recreation and Forestry Department and all appropriate paper work and all fees have been received by the City.
- g) Athletic Field(s) are available for reservation and use for a minimum of one (1) hour.
- h) All users shall pay the "General Fee", unless they meet the qualifications to receive the "Discounted Fee". To qualify and receive the "Discounted Fee", the following must take place:
 - 1) Applicant must be a University City resident and/or a non-profit organization located within the corporate limits of the City of University City depending on the type of use.

Applicants must present either an occupancy permit or a business license at time of application.

- 2) League, team or individual **must** have a minimum of 75% of its participants being City of University City residents to receive the "Discounted Fee". Applicants must provide valid roster(s) that include names and addresses of all participants indicating residents and non-residents of the City of University City.
- 3) League, team or individual will be charged the "General Fee" until a current/valid roster has been verified, approved and on file with the City. Any group or organization, who cannot verify residency percentages, will be charged the "General Fee".
- i) Times and dates must be made in blocks for consecutive dates and times unless otherwise approved by the City. Failure by Lessee to adhere to this policy will result in the Lessee being charged for any gaps in the schedule.
- j) The reservation is for the designated field(s) only, unless otherwise specified on the permit. The use of the field(s) is limited to the Activity specified on the permit. If the Lessee its agents, servants, employees, assigns, successors, invitees, and licensees, utilize field(s) not designated on the permit, the Lessee will be charged for the usage of said field(s).
- k) The City reserves the right to schedule more than one (1) Activity, event, league, or tournament at a time, subject to field availability.
- l) In the event of inclement weather/wet field conditions, the decision to cancel the use of the Athletic Field(s) shall be at the sole discretion of the City. Lessee shall be charged for all time(s), and date(s) scheduled regardless of usage. However, the City will make alternate time(s) and date(s) available for make ups at no additional charge to Lessee.

2. Fees and Deposits:

- a) Any reservation for which a Rental fee is involved, the full Rental fee must be paid in advance of Activity. Additional charges may be assessed for property damages and extended occupancy periods. Lessee shall pay all charges in excess of the Rental fee within a reasonable amount of time once damage estimates have been made. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

3. Refunds and Cancellations:

- a) Refunds of fees require advance written notice of cancellations thirty (30) days or more prior to the first scheduled Rental date (League/tournament, practice, camp) start date. Advanced payments **may** be credited to a future date, as long as the scheduled permits the Activity to be rescheduled within the same calendar year. Cancellation notice of less than thirty (30) days of the scheduled Rental date will result in forfeiture of all Rental fees/deposits.

- b) Approval of the Agreement will be granted with the understanding that the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event the Athletic Field(s) becomes unavailable because of some physical and/or hazardous condition.
- c) Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.
- d) If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the Rental without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.
- e) City shall refund any amount due within thirty (30) days after scheduled Activity.

II. General Information/Rules:

1. **Park Rules:** All Park Rules and Regulations apply during Rental of Athletic Field(s).

2. Athletic Field Use:

- a) Athletic Field occupancy is limited to the amount indicated on the Agreement.
- b) **Rental of the Athletic Field(s) ONLY includes the exclusive use of the Athletic Field. The Rental of the Athletic Field DOES NOT include exclusive use of the playground(s), sand volleyball courts, basketball courts, tennis courts, skate parks, trails, and/or park grounds; nor does it give the Lessee or guest special privileges in any other part of the park.**
- c) The Athletic Field(s) may not be used for the operation of camps, day care, classes, or any other business activity, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks, Recreation and Forestry or his/her designee.
- d) No open parties or events are allowed. No admission or other fees may be collected on the premises. Only registered not-for-profit organizations may sell tickets with a Special Use Permit issued and signed by the Director of Parks, Recreation and Forestry or his/her designee.
- e) Food and beverages are allowed; however, glass bottles or containers ARE PROHIBITED, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks, Recreation and Forestry or his/her designee.
- f) Lessee will be held responsible for all cleanup, and all damages to the Athletic Field(s) and/or park during the scheduled Rental resulting from their usage.
- g) At no time shall furniture or fixtures be moved, removed or rearranged without prior approval from the Director of Parks and Recreation or his/her designee.
- h) The Lessee is responsible for the cleaning up and removing all trash.

- i) The City shall assume no responsibility for any property placed on or in the Athletic Field(s) or other park facilities and grounds. Further, the City is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Athletic Field(s), park facilities and grounds.
- j) Some of the Athletic Field(s) have underground irrigation/sprinkler systems and utilities. To protect the irrigation lines and utilities, driving stakes, fence posts, flags, etc. IS PROHIBITED, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks, Recreation and Forestry or his/her designee.
- k) The placement of equipment (i.e. risers, platforms, tables, chairs, gazebos, arches, alters, speakers, bars, etc.), IS PROHIBITED on or around the Athletic Field(s), unless specifically approved by a Special Use Permit issued and signed by the Director of Parks, Recreation and Forestry or his/her designee.
- l) All vehicles/equipment must remain in designated parking areas at all times. The use and/or placement of vehicles/equipment on sidewalks and/or grass areas within the park are strictly PROHIBITED.
- m) There will be an additional charge if a park employee is called out after regular business hours.
- n) Lessee MUST have a copy of the permit with them at the time of the scheduled Rental of the Athletic Field(s).
- o) If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the Rental without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover damages, court costs and attorney fees.

3. Conduct/Behavior:

- a) The City through its representatives, agents, and employees, reserves the right to control all Activities at the Athletic Field(s), park, facilities, and grounds and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
- b) The City through its representatives, agents, and employees, may revoke any Agreement previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set for the in the policies governing the Agreement is not being complied with, or that the safety of the guest/participants in the Rental of the applicant or other patrons of or visitors to the Athletic Field(s) is endangered by the continuation of such Activity.
- c) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.
- d) Lessee is responsible to see that all Activities are properly controlled; all rules are enforced and must have a designated person(s) of authority on site at all times.
- e) Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or

about the premises by its agents, servants, employees, assigns, successors, invitees, and licensees.

- f) The proposed Rental or use is not to reasonably anticipate inciting violence, crime or disorderly conduct.
 - g) The proposed Activity or use will not entail unusual, extraordinary or burdensome expense, police and/or maintenance operation by the City.
4. **Laws and Ordinances:** All individuals/groups using the Athletic Field(s) shall comply with all laws whether they are federal, state, county or local to include all ordinances of the City of University City and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times. Any individual/group using the Athletic Field(s) shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.
5. **General Liability Insurance:** The Lessee may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. The need for this coverage will be based on several pre-determined criteria developed by the City and will be handled on an annual basis. The insurance policy must cover, in addition to the general public, and any other individual participating in or attending the activity for which the Athletic Field(s) is rented. The General Liability Insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of University City as an additional insured along with an endorsement page, one (1) week prior to the scheduled Rental.
6. **Lessee's Release and Hold Harmless.** In consideration of being permitted to Rent the Athletic Field(s) for the Activity, the Lessee agrees as follows:
- "No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the Athletic Field(s) by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, and employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants, and employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants, and employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."
7. **Abusing Policies.** The Director of Parks, Recreation and Forestry and his/her designee reserve the right to refuse any group the privilege of Renting the Athletic Field(s) due to abusing policies of the Pavilion, Park or City. In addition, any individual/group charged with a second occurrence of abuse may be barred from making any further reservations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

ALL ATHLETIC FIELD(S) RULES ARE SUBJECT TO THE DISCRETION OF THE CITY. THE CITY RESERVES THE RIGHT TO MODIFY OR WAIVE ANY RULES AS IT DEEMS NECESSARY AND IN THE BEST INTEREST OF THE CITY.

FAILURE TO COMPLY WITH ATHLETIC FIELD(S) RULES AND WELL AS THE CITY'S PARK RULES AND REGULATIONS MAY RESULT IN THE CANCELLATION OF THE ACTIVITY, FORFEITURE OF ALL FEES/DEPOSITS, AND FORFEITURE OF THE RIGHT TO USE THE ATHLETIC FIELD(S) IN THE FUTURE. PERMITS ARE REVOCABLE AT ANY TIME FOR VIOLATION OF RULES, ORDINANCES, FEDERAL, STATE, COUNTY OR LOCAL LAWS.

COVID-19 Athletic Field Use Guidelines

1. All requested use of athletic fields must comply with the St. Louis County Youth Sports Guidelines.
2. All applicants must include a plan that outlines how they are going to comply with the St. Louis County Youth Sports Guidelines.
 - a) This plan shall include what protocols they are going to implement.
 - b) This plan shall include how they are going to implement these guidelines and who (Administration, Coordinators, Coaches etc.) will be in charge and responsible for overseeing that the guidelines (Screening, record keeping, enforcement, communication with the St. Louis County Public Health Department, maintaining a list of participants attending practices, disinfecting, etc.) are being followed. This list will need to include names, titles, contact information and their level of involvement/responsibilities.

This information must be completed, approved and on file with the City prior to the issuance of a permit.

3. If applicant is conditionally approved for use of an athletic field, they must submit both an Organizational Liability Waiver as well as Individual Liability Waivers for each participant. These waivers must be completed and on file with the City prior to the issuance of a permit.

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DEPARTMENT OF PARKS, RECREATION & FORESTRY RECREATION DIVISION ATHLETIC FIELD RESERVATION FORM

Gym/Field/Turf Reservation Fee is due at the time of reservation. Individual requesting reservation is responsible for all rental fees. **PLEASE NOTE: Your reservation invoice will be mailed or emailed. Please note: once payment is received and processed, your reservation is confirmed and your permit will be mailed or emailed.** Please make sure it is on-site for all field reservations.

- Forms of Payment Accepted: Cash, Check*, Money Order*, MasterCard or Visa (*Checks or money orders should be made payable to the City of University City and must be made for the exact amount of the fee. Returned Check Fees: \$25-Administrative Handling Fee PLUS \$9-Bank Fee.)
- All payments are accepted at Centennial Commons, 7210 Olive Blvd. University City, Mo. 63130
- Credit Card payment maybe accepted by phone.
- Checks/Money Orders may be mailed to the address above (Field Reservation, c/o Lynda Euell-Taylor, Centennial Commons, 7210 Olive, University City, Mo 63130
- Cancellations will only be accepted by the individual whose name appears on permit or requested the reservation and must be received seven (7) days prior to start of reservation or no credit or refund will be issued.

Contact and/or Organization					<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident	
Address			City/State		Zip Code	
Home Phone		Cell Phone		Email Address		

Park	Athletic Field #	Day of the Wk.	Start Date	End Date	Start Time	End Time

Signature
Rev. 07/2019 lte

Date
dprf-athleticfieldregform72519.doc

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ORGANIZATION FACILITY RENTAL LIABILITY WAIVER

Notice: THIS IS A LEGALLY BINDING AGREEMENT: Read this document solicit and its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your rental of facilities in City of University City (University City) for programs/activities now or at any time in the future.

ASSUMPTION OF RISK

_____ hereby acknowledges and agrees that renting of facilities in University City comes with inherent risks. _____ have full knowledge and understanding of the inherent risks associated with renting University City facilities, including but in no way limited to: (1) slips, trips and falls (2) athletic injuries, (3) aquatic injuries, (4) illness, including exposure to and infection with viruses or bacteria. _____ further acknowledge that the preceding list is not inclusive of all possible risks associated with program participation and facility use and that said list in no way limits the operation of this agreement.

CORONAVIRUS/COVID -19 WARNING DISCLAIMER, AND CUSTOMER WARRANT

Coronavirus, Covid-19 is an extremely contagious virus that spreads easily through person to person contact. Federal and State authorities recommend social distancing to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability and death. Leasing University City facilities or participating in programs/activities could increase the risk of contracting COVID -19. University City in no way warrants that COVID -19 infection will not occur through the lease of University City facilities or participation in programs/activities.

The undersigned hereby agrees, represents and warrants that neither the undersigned organization/individual nor such participating individuals shall visit or utilize the facilities, services of University City within 14 days after (1) returning from highly impacted areas subject to a CDC level 3 Travel Health Notice (2) exposure to any person returning from area subject to a CDC level 3 travel health notice or (3) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC travel health network notices list prior to utilizing the facilities of University City, on a daily basis if necessary. The undersigned hereby agrees, represents and warrants that neither the undersigned organization/individual nor such participating individuals shall visit or utilize the facilities of University City if he or she (1)

experience symptoms of COVID -19, including , without limitation, fever, cough, or shortness of breath, or (2) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify University City immediately if he or she believes that any of the foregoing access/use restrictions may apply. The undersigned acknowledges and assumes both the known and potential dangers of utilizing the facilities of University City and acknowledges that use thereof by the undersigned organization/individual and/or such participating individuals may, despite the University City reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

The undersigned has read, understands, and agrees to abide by and enforce all St. Louis County Health Department Guidelines for their facility use and permit length. The undersigned understands it is their full responsibility, as permit holder, that anyone participating within their permit must abide by the mentioned guidelines and is the permit holder's duty to enforce the guidelines. Failure to abide by the mentioned guidelines will result in removal from facilities, cancelled permits, and forfeiture of any monies or refund.

In consideration of _____ use of University City facilities, _____, the undersigned lessee, knowingly and voluntarily agrees to release and on behalf of my organization, myself, any participating individuals, my heirs, representatives, executors, administrators and assigns **HEREBY DO RELEASE UNIVERSITY CITY**, its officers, directors, employees, volunteers, agents, representatives and insurers from any cause of action, claims, or demands of any nature whatsoever including, but in no way limited to , claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against University City on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the use of University City facilities/equipment or whether that participation is supervised or unsupervised, however the injury or damaged occurs, including but not limited to the negligence of releases. **THE UNDERSIGNED HEREBY ASSUMES ALL RESPONSIBILITY FOR AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the undersigned or such participating individuals due to negligence, active or passive, or otherwise while in, about or upon the premises of University City and/or while using the premises or any facilities or equipment with University City. The undersigned acknowledges that any illness or injuries that the undersigned or such participating individuals' contract or sustain may be compounded by negligence first aid or emergency response of the releases and waive any claim in respect thereof.

In consideration of my organization's facility rental in University City or access to facilities. I, the undersigned lessee agrees to **INDEMINIFY AND HOLD HARMLESS** releases from any and all cause of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my programs/activity's participation or access to facilities. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation and

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facility use and that _____ is voluntarily assuming said risks. I understand that _____ will be solely responsible for any loss or damage, including personal injury, property damage, or death that participants may sustain while participating in programs/activities or facilities use in University City and that by signing this agreement, _____ HEREBY RELEASE releases from all liability for such loss, damage, or death.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, ST. LOUIS COUNTY HEALTH DEPARTMENT GUIDELINES, AND INDEMNIFY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT _____ IS GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM UNIVERSITY CITY OF ILLNESS, DEATH OR PROPERTY DAMAGE, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION. EXPOSURE TO COVID-19 AT ANY UNIVERSITY CITY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

_____ UNDERSTANDS THAT THE DOCUMENT IS A PREMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINORS: _____ UNDERSTANDS THAT THIS AGREEMENT IS MADE ON BEHALF OF MY ORGANIZATION AND I REPRESENT AND WARRANT TO UNIVERSITY CITY THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE ORGANIZATION.

IN WITNESS WHEREOF, THIS INSTRUMENT IS DULY EXECUTED THIS _____ DAY OF _____ IN THE YEAR _____.

LESSEE SIGNATURE _____

LESSEE NAME (print clearly) _____

ORGANIZATION (print clearly) _____

ADDRESS _____ CITY _____ Zip _____

PHONE NUMBER _____

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VISITORS – PARTICIPANT/PERSONNEL LIABILITY WAIVER

Notice: THIS IS A LEGALLY BINDING AGREEMENT: Read this document solicit and its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in programs/activities held at the City of University City (University City) now or at any time in the future.

ASSUMPTION OF RISK

I hereby acknowledge and agree that participation in programs/activities held at University City comes with inherent risks. I have full knowledge and understating of the inherent risks associated with participation in programs/activities held at University City, including but in no way limited to: (1) slips, trips and falls (2) athletic injuries, (3) aquatic injuries, (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with program/activity participation and facility use and that said list in no way limits the operation of this agreement.

CORONAVIRUS/COVID -19 WARNING DISCLAIMER, AND CUSTOMER WARRANT

Coronavirus, Covid-19 is an extremely contagious virus that spreads easily through person to person contact. Federal and State authorities recommend social distancing to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability and death. Participating in in programs/activities held at University City or accessing University City facilities could increase the risk of contracting COVID -19. University City in no way warrants that COVID -19 infection will not occur through participation in programs/activities held at University City or accessing University City Facilities.

The undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs held at University City within 14 days after (1) returning from highly impacted areas subject to a CDC level 3 Travel Health Notice (2) exposure to any person returning from area subject to a CDC level 3 travel health notice or (3) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC travel health network notices list prior to utilizing the facilities, services, and programs/activities held at University City, on a daily basis if necessary. The undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs/activities at University City if he or she (1) experience symptoms of COVID -19, including , without limitation, fever, cough, or shortness of breath, or (2) has a suspected or diagnosed/confirmed

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case of COVID-19. The undersigned agrees to notify University City immediately if he or she believes that any of the foregoing access/use restrictions may apply. The undersigned acknowledges and assumes both the known and potential dangers of utilizing the facilities, services, and programs/activities held at University City and acknowledges that use thereof by the undersigned and/or such participating children may, despite the University City reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

The undersigned has read, understands, and agrees to abide by all St. Louis County Public Health Guidelines for their program/activities. The undersigned understands it is their full responsibility to abide by the mentioned guidelines. Failure to abide by the mentioned guidelines will result in removal from facilities, cancelled participation, and forfeiture of any monies or refund.

In consideration of my participation in programs/activities held at University City facilities, I, the undersigned participant, knowingly and voluntarily agrees to release and on behalf of myself, any participating children, my heirs, representatives, executors, administrators and assigns HEREBY DO RELEASE UNIVERSITY CITY, its officers, directors, employees, volunteers, agents, representatives and insurers from any cause of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against University City on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the use of University City facilities/equipment or participation in programs/activities at University City whether that participation is supervised or unsupervised, however the injury or damaged occurs, including but not limited to the negligence of releases. THE UNDERSIGNED HEREBY ASSUMES ALL RESPONSIBILITY FOR AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of University City and/or while using the premises or any facilities or equipment thereon or participating in any programs/activities held at University City. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligence first aid or emergency response of the releases and waive any claim in respect thereof.

In consideration of my participation in programs/activities held at University City, I, the undersigned participant agrees to INDEMINIFY AND HOLD HARMLESS releases from any and all cause of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my programs/activity's participation or access to facilities. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in programs/activities, participation and facility use and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death. I sustain while participating in programs/activities or facilities at University City and that by signing this agreement, I HEREBY RELEASE releases from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in programming or facility use at University City.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, ST. LOUIS COUNTY HEALTH DEPARTMENT GUIDELINES, AND INDEMINIFY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE

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FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM UNIVERSITY CITY OF ILLNESS, DEATH OR PROPERTY DAMAGE, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION. EXPOSURE TO COVID-19 AT ANY UNIVERSITY CITY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THE DOCUMENT IS A PREMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILDREN AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO UNIVERSITY CITY THAT I HAVE FULL SUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S)

IN WITNESS WHEREOF, THIS INSTRUMENT IS DULY EXCUTED THIS _____ DAY OF _____ IN THE YEAR _____.

Organization _____ Team Name _____

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

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PARTICIPANT LIABILITY WAIVER

Notice: THIS IS A LEGALLY BINDING AGREEMENT: Read this document solicit and its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in programs/activities held at the City of University City (University City) now or at any time in the future.

ASSUMPTION OF RISK

I hereby acknowledge and agree that participation in programs/activities held at University City comes with inherent risks. I have full knowledge and understating of the inherent risks associated with participation in programs/activities held at University City, including but in no way limited to: (1) slips, trips and falls (2) athletic injuries, (3) aquatic injuries, (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with program/activity participation and facility use and that said list in no way limits the operation of this agreement.

CORONAVIRUS/COVID -19 WARNING DISCLAIMER, AND CUSTOMER WARRANT

Coronavirus, Covid-19 is an extremely contagious virus that spreads easily through person to person contact. Federal and State authorities recommend social distancing to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability and death. Participating in in programs/activities held at University City or accessing University City facilities could increase the risk of contracting COVID -19. University City in no way warrants that COVID -19 infection will not occur through participation in programs/activities held at University City or accessing University City Facilities.

The undersigned hereby agrees, represents and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs held at University City within 14 days after (1) returning from highly impacted areas subject to a CDC level 3 Travel Health Notice (2) exposure to any person returning from area subject to a CDC level 3 travel health notice or (3) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC travel health network notices list prior to utilizing the facilities, services, and programs/activities held at University City, on a daily basis if necessary. The undersigned herby agrees, represents and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs/activities at University City if he or she (1) experience symptoms of COVID -19, including , without limitation, fever, cough, or shortness of breath, or (2) has a suspected or diagnosed/confirmed

case of COVID-19. The undersigned agrees to notify University City immediately if he or she believes that any of the foregoing access/use restrictions may apply. The undersigned acknowledges and assumes both the known and potential dangers of utilizing the facilities, services, and programs/activities held at University City and acknowledges that use thereof by the undersigned and/or such participating children may, despite the University City reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

The undersigned has read, understands, and agrees to abide by all St. Louis County Public Health Guidelines for their program/activities. The undersigned understands it is their full responsibility to abide by the mentioned guidelines. Failure to abide by the mentioned guidelines will result in removal from facilities, cancelled participation, and forfeiture of any monies or refund.

In consideration of my participation in programs/activities held at University City facilities, I, the undersigned participant, knowingly and voluntarily agrees to release and on behalf of myself, any participating children, my heirs, representatives, executors, administrators and assigns HEREBY DO RELEASE UNIVERSITY CITY, its officers, directors, employees, volunteers, agents, representatives and insurers from any cause of action, claims, or demands of any nature whatsoever including, but in no way limited to , claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against University City on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the use of University City facilities/equipment or participation in programs/activities at University City whether that participation is supervised or unsupervised, however the injury or damaged occurs, including but not limited to the negligence of releases. THE UNDERSIGNED HEREBY ASSUMES ALL RESPONSIBILITY FOR AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of University City and/or while using the premises or any facilities or equipment thereon or participating in any programs/activities held at University City. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligence first aid or emergency response of the releases and waive any claim in respect thereof.

In consideration of my participation in programs/activities held at University City, I, the undersigned participant agrees to INDEMINIFY AND HOLD HARMLESS releases from any and all cause of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my programs/activity's participation or access to facilities. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in programs/activities, participation and facility use and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death. I sustain while participating in programs/activities or facilities at University City and

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that by signing this agreement, I HEREBY RELEASE releases from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in programming or facility use at University City.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, ST. LOUIS COUNTY HEALTH DEPARTMENT GUIDELINES, AND INDEMNIFY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM UNIVERSITY CITY OF ILLNESS, DEATH OR PROPERTY DAMAGE, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION. EXPOSURE TO COVID-19 AT ANY UNIVERSITY CITY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THE DOCUMENT IS A PREMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILDREN AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO UNIVERSITY CITY THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S)

IN WITNESS WHEREOF, THIS INSTRUMENT IS DULY EXECUTED THIS _____ DAY OF _____ IN THE YEAR _____.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone () _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

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UNIVERSITY CITY SPRING ATHLETIC FIELDS

BASEBALL	8U -Coach Pitch	9U	10U	11U	12U	13U/14U	16U/18U	ADULT SOFTBALL
BASE DISTANCE	60'	60'	60'	70'	70'	90'	90'	60'
PITCHING DISTANCE	46'	46'	46'	50'	50'	60'6"	60'6"	Varies - 35' to 53'
MAXIMUM BASE DISTANCE	60'	60"	65'	70'	75'	90'	90'	65'
OUTFIELD DISTANCE	200'	200'	225'	250'	275'	300'	300'	
FIELDS								
HEMAN FIELD #1	X	X	X					
HEMAN FIELD #2	X	X	X					
HEMAN FIELD #5	X	X	X					
HEMAN FIELD #6 (UCHS)	X	X	X	X	X			X
HEMAN FIELD #7	X	X	X	X	X			X
HEMAN FIELD #8	X	X	X	X	X			X
HEMAN FIELD #10	X	X	X	X	X			X
JACK BUCK (UCHS)						X	X	
#3 SCRUB FIELD	DO NOT RESERVE							
#4 TEE BALL SCRUB FIELD	DO NOT RESERVE							
MILLAR EAST	X	X	X	X				
MILLAR WEST	X	X	X	X				
METCALFE EAST - (Practice Only)	X	X	X	X	X			
METCALFE WEST (Practice Only)	X	X	X					
FOGERTY PARK (Practice Only)	X							

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NOVEL CORONAVIRUS (COVID-19)

Saint Louis
COUNTY
PUBLIC HEALTH

YOUTH SPORTS GUIDELINES

SUMMARY

These Youth Sports Guidelines ("guidelines") are based in part, on recommendations made by the Centers for Disease Control and Prevention ("CDC") and include:

- Saint Louis County's priority with regard to youth is for school districts to move toward in-person education options for all students;
- Restrictions based on the type of sport and the frequency of contact the players have with one another while practicing or playing the sport;
- The necessity of limiting competitions for certain sports that cannot institute certain safety measures, such as social distancing;
- The benefits to limiting spectators at practices and sporting events to avoid gatherings, and
- Limiting competitions, when allowed, to teams within the St. Louis region.

Incorporating these recommendations, these guidelines:

- Classify sports based on frequency of contact with other players in accordance with the CDC's determination that the spread of COVID-19 can differ depending on the sport or activity. The sports classifications are defined as high-frequency of contact, moderate frequency of contact and low frequency of contact;
- Limit practices and competitions and impose additional restrictions based on the classification of the sport;
- Recognize that gatherings of individuals increase the risk of transmission and, therefore, limit the number of coaches and prohibit or limit spectators;
- Limit games and competitions between teams to only teams within the St. Louis region;
- Recognize that community spread is still significant in the St. Louis area and, therefore, restrict high frequency of contact sports to practices and intra-team scrimmages in the age groups that are experiencing higher transmission rates; and,
- Recognize that moderate and low frequency of contact sports present less risk for transmission and, therefore, allow competitions with restrictions.

These guidelines are updated and effective November 18, 2020 supersede and replace the November 17, 2020, Youth Sports Guidelines. In accordance with the St. Louis County Department of Public Health's ("DPH") Safer At Home Order effective November 17, 2020, these guidelines may be replaced or modified by DPH based on new scientific information and local information including the trajectory of influenza-like illnesses, cases of COVID-19, and any other information deemed relevant to protect public health in St. Louis County.

For general questions or concerns call **877-435-8411**. Get text message alerts by texting **STLOUISCOALERT** to **67283**. To keep up with the local response and testing sites visit **stlcorona.com** or call **314-615-2660**.

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Last Modified: November 19, 2020 11:24 AM

The information regarding SARS-CoV-2, the virus causing the COVID-19 illness, is changing rapidly. As a result, guidance given nationally and in Saint Louis County is subject to change. The guidelines provided in this document will be reviewed and updated based on new scientific information and local circumstances, and, therefore, may change periodically.

Saint Louis County continues to balance the importance of activity for children with the reality of increased community spread of COVID-19 in St. Louis County. Of significant concern is the need to resume classroom learning for all children. These guidelines are necessary to attempt to limit the transmission of COVID-19 as students engage in sporting activities so as not to impede the progress made to return to the classroom. These Guidelines are based on engagement with external stakeholders, including school athletic directors, pediatricians, and other sport's advocates. This partnership's goal is to outline best practices by all who sponsor and support youth sports in Saint Louis County.

1. Types of Activities

According to the CDC, the risk of COVID-19 spread increases in youth sports settings is as follows:

- **Lowest risk:** Performing skill-building drills or conditioning at home, alone or with family members
- **Increasing risk:** Team-based practice
- **More risk:** Within-team competition
- **Even more risk:** Full competition between teams from the same local geographic area
- **Highest risk:** Full competition between teams from different geographic areas.

These guidelines incorporate this CDC risk assessment.

2. Types of Sports

In accordance with the CDC's risk assessments in youth sports setting, sports are classified based on the level of contact between players, as low frequency of contact, moderate frequency of contact or high frequency of contact.

- **High frequency of contact sports** include basketball, boxing, ice hockey tackle/flag/touch football, martial arts, rugby, water polo, and wrestling.
- **Moderate frequency of contact sports** include baseball, cheerleading, crew/rowing, dance team, fencing, floor hockey, field hockey, lacrosse, racquetball, soccer, softball, team handball, ultimate frisbee, and volleyball.
- **Low frequency of contact sports** include diving, extreme sports, gymnastics, rodeo, water skiing, adventure racing, bicycling, canoeing/kayaking, field events (high jump, pole vault, javelin, shot-put), golf, handball, horseback riding, skating (ice, in-line, roller), skateboarding, weight lifting, windsurfing, badminton, bodybuilding, bowling, orienteering, fishing, riflery, rope jumping, running, sailing, scuba diving, swimming, table tennis, tennis, and track.

For sports or activities not included in the above categories that are similar in nature to such other sports or activities, please apply the category most closely associated with the sport or activity. If there is any question regarding the categorization of an activity, please contact the DPH to determine which category applies.

3. Application and Definitions

The restrictions and requirements of these guidelines apply to all individuals age 18 or younger.

The restrictions and requirements of these guidelines apply to school sponsored and affiliated sports teams and leagues as well as non-school sponsored and affiliated sports teams.

When allowed, competitions shall be limited to the St. Louis area/region. For purposes of these guidelines, "St. Louis area/region" is defined as the Metro East (Madison and St. Clair Counties of Illinois), St. Louis City, Saint Louis County, St. Charles County, Jefferson County and Franklin County.

"Spectators" include parents, guardians, other family members, and anyone else not participating, coaching or officiating in a practice or sporting event.

4. Spectator Restrictions

Due to ongoing widespread community transmission of COVID-19, it is recommended that persons who are not essential for athletic activity operations including Spectators, volunteers, parents/guardians, or non-essential visitors, not be allowed. At most, each athlete shall be allowed two Spectators to observe gameplay; however, they must comply with St. Louis County's face covering and social/physical distancing requirements. The athletic leaders are responsible for limiting and controlling the number of Spectators to enforce the social distancing restrictions.

- It is strongly recommended that NO spectators attend indoor sporting events.
- If Spectators are allowed, they are required to comply at all times with all requirements for facial coverings and social distancing. Only up to two Spectators per athlete are allowed to attend, unless capacity limitations and/or other limitations impact the ability to comply with social distancing.
- In NO event shall the number of Spectators exceed the capacity limitation of the space. If the maximum capacity limitation does not allow 6 feet of distance between every set of Spectators throughout the event, the athletic directors and facility management are responsible for further limiting the crowd to reach compliance with social distancing.
- In calculating capacity limitations, limited to 25%, all coaches, officials, participants, Spectators and any other person in attendance shall be included.
- An athletic director, school, club, team, or sporting venue (fields, courts or other sport facility) is allowed to further limit the number of or prohibit Spectators if enforcing these restrictions is not practicable.
- For any event in which the capacity of the venue does not allow the full number of limited Spectators (2 per participant), the athletic leaders are responsible for identifying a reasonable accommodation in order to meet the capacity restrictions and to provide parent communication in the event of an injury or emergency if parents are not present.

5. RESTRICTIONS AND REQUIREMENTS

Guidelines for high frequency of contact sports:

- A. **For players 14 years of age and older who are in high school OR players 14-18 years of age who are not in high school:**
- Full team practices are allowed, with no limit on the number of participants, but a limit of 2 coaches.

- Each school sponsored or non-school sponsored and affiliated sports teams **MUST** submit a proposed plan to DPH for approval in order to play in games and competitions with other teams from the St. Louis Area Region.
- **NO** tournaments, performances or showcases are permitted. This includes bracket style play where multiple teams play back to back; any event that includes a number of teams playing each other over a short period of time, including multiple days (such as a weekend), no matter what the event is called. If multiple competitions are being played on multiple fields or court complexes, all of these fields or courts are considered a single location and only 25% of fields or courts can be used at any one time. This restriction does not include events scheduled by schools that have been approved by DPH. All contests should be treated as a single game event. All Spectators/participants must leave the facility/venue prior to any subsequent set of Spectators/participants entering the facility/venue.
- If possible, plans should be submitted by school district and not by individual schools.
- If possible, plans should be submitted at the club or league level and not by individual teams.
- Plans **MUST** include the same screening, quarantine and isolation requirements required for all youth sports activities.
- Plans **MUST** include the safety measures to be instituted in accordance with Section 6 of these guidelines.
- Plans **MUST** include acknowledgment that they will comply with DPH for contact tracing, including the method by which lists of all players, Spectators and others attending any practice or event will be maintained.
- Plans **MUST** include how spectators will be managed and limited and should follow the restrictions included for all other youth sports activities.
- Failure to comply with an approved plan, including controlling capacity and spectator limitations, that are reported by members of the public, may result in DPH's revoking the approval of the plan.

B. For players younger than 14 years of age or in middle school:

- Full team practices are allowed, with no limit on the number of participants, but a limit of 2 coaches.
- Games and competitions with other teams from the St. Louis Area Region are allowed.
- **NO** tournaments, performances or showcases are permitted. This includes bracket style play where multiple teams play back to back; any event that includes a number of teams playing each other over a short period of time, including multiple days (such as a weekend), no matter what the event is called. If multiple competitions are being played on multiple fields or court complexes, all of these fields or courts are considered a single location and only 25% of fields or courts can be used at any one time. This restriction does not include events scheduled by schools that have been approved by DPH. All contests should be treated as a single game event. All spectators/participants must leave the facility/venue prior to any subsequent set of spectators/participants entering the facility/venue.
- Social distancing **MUST** be maintained as much as reasonably possible during practice and games.
- Players and officials **MUST** wear a face covering, including during, games, practices and while training if done indoors. If the practice or game is outside, the player is not required to wear a face covering while engaging in vigorous physical activity.

For general questions or concerns call **877-435-8411**. Get text message alerts by texting **STLOUISCOALERT** to **67283**. To keep up with the local response and testing sites visit **stlcorona.com** or call **314-615-2660**.

- Coaches **MUST** remain in mask/face coverings at all times.
- Players and coaches **MUST** sanitize hands and equipment regularly.
- Every individual participating in a practice or game, including coaches, must be screened every day that an individual participates in youth sports.
- All equipment (such as bats, sticks, helmets, sleds, etc.) must be disinfected between individual uses.

Guidelines for moderate frequency of contact sports for players of all ages:

- Full team practices are allowed, with no limit on the number of participants, but a limit of 2 coaches.
- Games and competitions with other teams within the St. Louis Region are allowed.
- **NO** tournaments, performances or showcases are permitted. This includes bracket style play where multiple teams play back to back; any event that includes a number of teams playing each other over a short period of time, including multiple days (such as a weekend), no matter what the event is called. If multiple competitions are being played on multiple fields or court complexes, all of these fields or courts are considered a single location and only 25% of fields or courts can be used at any one time. This restriction does not include events scheduled by schools that have been approved by DPH. All contests should be treated as a single game event. All Spectators/participants must leave the facility/venue prior to any subsequent set of Spectators/participants entering the facility/venue.
- Stunting is allowed for cheerleaders.
- Chanting is allowed for cheerleaders as long as 6 feet of distance is maintained between each cheerleader; they are in a single line and they are wearing facial coverings.
- Social distancing **MUST** be maintained as much as possible during practice and games.
- Players and officials **MUST** wear a face covering, including during, games, practices and while training if done indoors. If the practice or game is outside, the player is not required to wear a face covering while engaging in vigorous physical activity.
- Coaches **MUST** wear mask/face coverings at all times.
- Players and coaches **MUST** sanitize their hands and equipment regularly. Wearing masks before, during and immediately following activities is required, including prior to screening, except as specifically excluded during the individual athlete's or official's engagement in vigorous physical activity.
- Every individual, including coaches, **MUST** be screened every day that such individual participates in youth sports.
- All equipment (such as bats, sticks, helmets, sleds, etc.) must be disinfected between individual uses.

Guidelines for low frequency of contact sports for players of all ages:

- Full team practices are permitted with restrictions.
- Competitions are allowed with other teams or individuals within the Region.

- **NO** tournaments, performances or showcases are permitted. This includes bracket style play where multiple teams play back to back; any event that includes a number of teams playing each other over a short period of time, including multiple days (such as a weekend), no matter what the event is called. If multiple competitions are being played on multiple fields or court complexes, all of these fields or courts are considered a single location and only 25% of fields or courts can be used at any one time. This restriction does not include events scheduled by schools that have been approved by DPH. All contests should be treated as a single game event. All Spectators/participants must leave the facility/venue prior to any subsequent set of Spectators/participants entering the facility/venue.
- Tournament style competitions that involve sports activities played outdoors, such as golf, where individual players can socially distance throughout the competition, are allowed.
- Social distancing **MUST** be maintained as much as possible during practice and games.
- Players and officials **MUST** wear a face covering, including during, games, practices and while training if done indoors. If the practice or game is outside, the player is not required to wear a face covering while engaging in vigorous physical activity.
- Coaches **MUST** wear mask/face coverings at all times.
- Players and coaches **MUST** sanitize their hands and equipment regularly.
- Wearing masks before, during and immediately following activities is required, including prior to screening, except as specifically excluded during the individual athlete's engagement in vigorous physical activity.
- Every individual, including coaches and officials, **MUST** be screened every day that an individual participates in youth sports.
- All equipment (such as bats, sticks, helmets, sleds, etc.) **MUST** be disinfected between individual uses.

6. All permitted activities are subject to and conditioned upon compliance with the following safety measures:

- Athletes, coaches, and officials shall **MUST** undergo a standardized health screening and temperature check on a daily basis prior to engaging in any sports activity allowed by these guidelines.
- All Spectators **MUST** wear a face covering at all times and maintain social distance.
- All Spectators may be subject to screening and temperature checks.
- Players and officials **MUST** wear a face covering, including during, games, practices and while training if done indoors. If the practice or game is outside, the player is not required to wear a face covering while engaging in vigorous physical activity.
- Coaches **MUST** wear a face covering at all times.
- Screening times and practice start times **MUST** be spaced out to limit the number of athletes and others in the area.
- The number of players sitting in confined areas (e.g., dugouts) **MUST** be limited to allow for social distancing.
- Hand hygiene is essential. Organizations and facilities **MUST** promote frequent and effective hand hygiene by supplying ample hand sanitizer dispensers and hand-washing stations.

For general questions or concerns call 877-435-8411. Get text message alerts by texting **STLOUISCOALERT** to 67283. To keep up with the local response and testing sites visit stlcorona.com or call 314-615-2660.

- The use of locker rooms is not recommended. If they must be used, social distancing and mask requirements apply at all times while present within the locker room. Cleaning is required and equipment must be stored in a designated area.
- To the extent people are present, including spectators, their identity and contact information should be known for contact tracing purposes.
- Parents, guardians, and other spectators **MUST NOT** congregate. This includes formal and informal congregations of spectators at the fields, parking lots or outside of their respective, individual modes of transportation.
- A drop-off and pick-up line for practices is recommended to avoid unnecessary exposure.
- Water bottles **MUST** not be shared. An individual athlete may use his or her own water bottle, which should be clearly marked with his or her name. Cups used for water should be for single-use and disposable.
- Coolers must be properly sanitized after each use, and each team or group shall have its own cooler.
- CDC guidance for cleaning and disinfecting coolers, equipment, locker rooms and all other items and/or areas referenced in these guidelines **MUST** be followed.
- Whirlpools or cold/hot tubs should be avoided. If they are required for use in an emergency, follow best practices. Have a cold-water immersion tub on-site or within 5 minutes of the field.
- If ice towels are available, CDC guidance for cleaning and disinfecting **MUST** be followed. Ice towels shall be used only once, then discarded or washed properly.
- Team huddles, handshakes, fist bumps, and other unnecessary physical contact are not allowed.
- Any shared equipment **MUST** be disinfected with EPA certified products. Equipment should be disinfected, if possible, after each use, or after each inning or play period.
- Any jerseys used during these workouts **MUST** be washed daily and not shared among players.

7. Screening

Every coach, athlete and official **MUST** be screened on a daily basis before they enter the field, campus or facility where the sporting activity is designated to occur. They must wear a face mask for the duration of the health screening unless masking is not possible due to a medical condition.

Spectators may also be subject to screening and temperature checks.

A consistent person should be designated to provide healthcare screenings. This person must wear a face mask and gloves when screening others.

The **screening process** is as follows:

- Ask each individual if they have experienced any of the following new or worsening symptoms within the past 24 hours:
 - Fever (temperature greater than 100.4 degrees Fahrenheit)
 - Cough
 - Shortness of breath or trouble breathing
 - Sore throat, different than your seasonal allergies

- Loss of smell and/or taste
- Diarrhea or vomiting
- Abdominal pain
- Ask if they have a close contact who has been diagnosed with COVID-19 in the past 2 weeks.

Positive Screening – If an athlete, coach, official or Spectator answers “yes” to any of the screening questions, he or she should stay home and, in any event, **MUST** not enter the field, campus or facility where the sporting activity is designated to occur and will be sent home immediately and told to notify his or her health care provider. If an athlete’s parents, guardians, or other transportation provider are not present, the athlete must be escorted to a designated isolation room or an area away from others, and the athlete **MUST** wear a mask or face covering at all times.

Individuals who have had a significant exposure (defined as direct contact or prolonged exposure within 6 feet) to a positive COVID-19 individual **MUST** quarantine for a minimum of 14 days from the last date of exposure to the positive COVID-19 individual. **If the exposed individual has a negative SARS-Cov 2 test, they still must quarantine for 14 days.** If the exposed individual develops symptoms during these 14 days, testing for SARS Cov-2 should occur.

The school, coach, or other official, as applicable, is required to contact the St. Louis County Department of Public Health to notify the Department of the positive screening or knowledge of an individual who has tested positive for COVID-19 or is a close contact of a person who has tested positive for COVID-19. The notifying individual must provide information regarding all known contacts of the positive-screened individual. To aid in this contact tracing, all schools, coaches, and other officials conducting the practice or competition must keep a detailed account of all the participants at each practice or competition.

If the individual has health-related questions, the individual must consult with the individual’s own health care provider.

Individuals returning to sports after a positive COVID-19 diagnosis **MUST** consult with both their own health care provider and the Department of Public Health of the county in which they reside. Only the St. Louis County Department of Public Health can release a St. Louis County resident from quarantine or isolation, unless an emergency policy is in place allowing others to do so.

8. Special considerations for those with health conditions

Certain individual athletes on a team may be at higher risk for severe illness than other athletes, such as athletes who have asthma, diabetes, or other health problems. Those individuals with underlying conditions may be more likely to have severe COVID-19 illness. Parents, guardians, and coaches should give special consideration to protecting these athletes.

Athletes, coaches, parents, and guardians should consider delaying the athlete’s participation in sports and athletic activities if the athlete has any of the following conditions:

- Chronic lung disease, including moderate or severe asthma,
- Type 2 diabetes,
- Chronic kidney disease,
- Sickle Cell disease,
- Serious Heart or Cardiovascular conditions (such as coronary artery disease, cardiomyopathies, pulmonary hypertension; or

- Immunocompromised (e.g., any transplant recipient needing immunosuppressant medications – steroids, biologics, etc., and patients receiving chemotherapy) – if you think your child is immunocompromised, please check with your child's healthcare provider.

Parents or guardians who have children with these risk factors should consider consulting with their children's healthcare provider about their children's participation in sports since limited data exist and, in many cases (well-controlled diabetic or asthmatic) an increased risk is likely not present. Coaches should exercise caution in attending youth sport activities if they have any of the above-identified conditions.

9. Enforcement

Organizations, teams, and coaches must understand the importance of enforcing these restrictions and requirements to enable children to continue to participate in sporting activities. Under DPH Orders, Saint Louis County can require an organization or team to cease otherwise permitted activities if the restrictions and requirements are not being followed. In addition to the expectation that organizations, teams, and coaches will enforce the requirements set forth in these guidelines, all other enforcement actions, including Department of Public Health ordered closure, civil action, and criminal action, remain available to enforce these guidelines.

It is imperative that parents and guardians, as well as those who are organizing and coaching the children/athletes, emphasize the need to follow these guidelines in order to reduce community transmission of the virus and allow additional permitted activities in the future, including competitive play. This means that ancillary gatherings and meetings of parents and athletes should not be sanctioned or sponsored.

Organizations, teams, coaches, and parents **MUST**, in accordance with DPH orders, cooperate and assist in contact tracing, including maintaining a list of players, Spectators and others attending practices and events.

10. References

- Saint Louis County Department of Public Health COVID-19-Related Orders and Guidelines at www.stlcorona.com.
- [CDC Considerations for Youth Sports](#). Last reviewed September 10, 2020.
- [CDC Cleaning and Disinfection Tool](#). Last reviewed May 7, 2020.
- [CDC Handwashing Guidelines](#). Last reviewed April 2, 2020.
- [Criteria for Return to Work for Healthcare Personnel with Suspected or Confirmed COVID-19 \(Interim Guidance\)](#). Last reviewed April 30, 2020.
- [Guidelines for Opening Up America Again](#). Published April 16, 2020.
- [State of Missouri Novel Coronavirus Analytics](#). Published May 5, 2020.
- [The resurgence of sport in the wake of COVID-19: cardiac considerations in competitive athletes](#).
- Resocialization of Sports in the Saint Louis Region. Last Reviewed September 10, 2020.
- The Path to Zero and Schools: Achieving Pandemic Resilient Teaching and Learning Spaces. Last Reviewed September 3, 2020
- <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/playing-sports.html> Last updated August 7, 2020

From: Jason McLure <jmclure@yahoo.com>
Sent: Monday, February 22, 2021 11:59 AM
To: Council Comments Shared
Subject: updated comments
Attachments: City council letter field access 022121.docx

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

Dear U City Council,
Attached please find updated comments from residents/volunteers with the U City Youth Athletics Club on the issue of youth sports/field access at Heman Park. This letter adds additional signatories.

Jason McLure
Board of Directors, Chairperson
University City Youth Athletics Club
6607 Waterman Ave.
University City, Mo.

J. Dillon Brown
Board of Directors, Vice-Chair
University City Youth Athletics Club
6633 Waterman Ave.

Garrett Broshuis
Director
University City Youth Athletics Club
7144 Waterman Ave.

Jeremiah Weinstock
Director
University City Youth Athletics Club
7052 Stanford Ave.

Coach Norman Jones and Akeshia Lloyd
7351 Hawthorne Ave.

Coach Jason Hassenstab
7274 Creveling Dr.

Coach Rachelle and Tony Dell
7396 Bedford Ave.

Tameka Cook, volunteer

6646 Vernon Ave.

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Coach Becky O'Hara
7110 Waterman Ave.

Coach Dan Schreiber
6663 Kingsbury Blvd.

Coach Chris and Angela McManis
849 University Place

University City Youth Athletics Club
6607 Waterman Ave.
University City, Mo. 63130

Feb. 21, 2021

Dear Mayor Crow and members of the University City Council,

We are residents of University City, parents of children who utilize city parks, and volunteer coaches of University City Youth Athletic Club baseball and softball teams. We are writing to submit comments for the Feb. 22, 2021 City Council meeting on the issue of youth sports and field access at city parks. To our knowledge, our organization is one of the largest users of baseball and softball facilities in University City.

Our volunteer-run nonprofit, the University City Youth Athletic Club, recruits players from Kindergarten through 7th grade and is primarily from University City's four public elementary schools and Brittany Woods Middle School. We also welcome children who are homeschooled or attend other schools that do not have their own baseball/softball programs. Enrollment is open to all, and approximately 90% of our players and coaches are University City residents.

Our goal is to foster sportsmanship, teamwork and community and build relationships among students who attend different schools. We offer need-based scholarships and receive equipment donations from Rawlings and other sponsors. We seek to foster pride in our community and believe that U City kids should play sports in U City whenever possible. In 2021, we anticipate having eight to 10 teams in various grade levels with 90 to 120 players and approximately 15 to 25 parent volunteers.

In 2021, all of our teams plan to participate in the Clayton spring recreational league, one of the few remaining youth recreational baseball/softball leagues in our part of St. Louis County (as you may be aware, University City no longer has its own baseball/softball league). Though our teams play games in Clayton, for several years we have conducted practices and scrimmages in University City at Heman Park.

This year, when we contacted the Recreation Department to reserve fields, we were sent nine separate pdf documents outlining significant and onerous changes to University City's field reservation policy (see attached).

These new policies impose extensive new paperwork requirements, significant costs and set new and unfavorable terms for using the baseball and softball fields at Heman Park. While we are all conscience of the dangers of the pandemic and the need to take steps to halt its spread, most of these changes do not appear to relate to COVID-19 and do not appear to align with St. Louis County Health Department. Communities such as Olivette and Clayton do not place similar burdens on their youth sports community, and it is unclear how or why such policies came to be implemented.

Taken together, the new policies make it essentially impossible for University City youth to play ball on the University City park fields paid for by residents' taxes.

Since the regulations are too lengthy to reprint here, we can summarize some of the requirements and how they impact youth baseball and softball.

Paperwork

Take, for example, a tee-ball team of 12 U City kindergartners with three adult coaches that is trying to schedule an hour of weekly practice time at Heman Park. The coaches have already paid \$575 to register the team in Clayton, purchased equipment and uniforms, and got the team excited for the upcoming season after a year of pandemic-related cancellations. As in years past, they are prepared to pay an hourly fee and submit a field request form to the City.

However, according to the documents we received, to rent their one-hour of weekly practice field time at Heman Park in April and May, they will be required to submit the following to the University City Recreation Department:

- 15 individual liability waivers
- 1 organizational liability waiver
- 1 written plan detailing how the team will comply with St. Louis County Health guidelines, store attendance records, communicate with the health department, conduct disinfecting and enforce regulations.
- 1 valid roster specifying names and addresses of all players and specifying whether each is a resident or non-resident of University City.
- 1 athletic field reservation form
- 1 certificate of insurance showing a minimum of \$3 million in property liability and bodily injury coverage from a A:VII rated State of Missouri licensed insurance company naming the City of University City

Costs

- The new policy requires the team to purchase \$3 million in coverage for property and bodily injury liability, naming the City of University City as co-insured. Previously, there was no insurance requirement to hold tee-ball practice at a city field.
- To date, we have not been able to receive a valid quote for this level of coverage, which appears to be higher than the guidelines from Little League or Babe Ruth League for organizations that are conducting both games and practices. Keep in mind, the kindergarten team is already covered by the Clayton League insurance policy, but that policy does not name the City of University City as co-insured. Further, the City of University City would already be covered in many if not all instances through sovereign immunity and presumably, any city-purchased insurance policy.

- Advertised rates for team sports liability insurance with coverage requirements lower than those mandated by the city are approximately \$100 per team, or about 15% of the team's costs.
- In addition to the field rental fee and insurance requirement, the new policies make reference to an unspecified security deposit as a requirement for field rental.

Unfavorable New Business Practices

In renting for 2021, the tee-ball team and its coaches will also face a number of new and unfavorable changes to business practices and park usage in University City.

- **Permitted Use Only:** The new policy formally bans the U City kindergarten tee-ball players from using the Heman Park fields unless they obtain a valid permit by submitting the required 20 documents and purchasing insurance, since the Recreation Department has determined that "organized" youth activities can only take place with a permit. Previously, the city's policy was that anyone can use any vacant field unless a permit holder has reserved the field and is actually present to use it. This was reasonable and convenient for arranging an extra practice, as University City has 15 baseball and softball fields and even in spring and summer, it is very rare for more than 2 or 3 to be in use at any one time.
 - Note: The new policy allows the kindergarten players to meet and play together without the supervision of a coach, as "unorganized" youth activities are allowed at the fields without a permit. With regard to potential liability for the city, it is unclear how "unorganized" activities of use represent a different level of liability than "organized."
- **No refunds:** Rain is a frequent occurrence in University City in April and May, and because the Heman Park fields do not drain well, it is common for about one-third of weekly practices to be cancelled/postponed in the spring. Previously, the city would refund coaches/tenants for the frequent rain-outs. Under the new policy, the Recreation Department will no longer refund prepaid fees for fields that are unusable.

As mentioned earlier, taken together, these new policies make it essentially impossible for University City volunteers and their children to play tee-ball, baseball and softball in University City while complying with City regulations. In contrast, the city of Olivette and the city of Clayton offer much more streamlined field rentals for their youth. A member of Olivette's recreation department informed me this week that they could reserve fields for the U City Youth Athletics Club at Stacey Park over the phone for \$11 an hour, and that the only paperwork requirement was a single liability waiver form. The process in Clayton is similarly straightforward, though the fees for non-residents are \$30 an hour.

Further, the problems caused by this new policy are not limited to the University City Youth Athletic Club and the use of fields for baseball and softball. Presumably, they would apply to

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the fall soccer teams organized by the Wilke family and the 200+ University City children who participate in them, as well as baseball/soccer teams organized by parochial schools and others.

We do not know by what mechanism these new policies were enacted, or if the emergency orders related to the pandemic were used to promulgate them. From discussions with City Council and Parks Commission members, it does not appear that the either was informed of them or of the consequences they would have for University City-based youth programs, including University City District athletic programs. In general, we hope that in future the city will consult with interested stakeholders before making such significant changes to its field rental policies.

Specifically, we urge the council to adopt the following measures:

- Direct the city government to revoke the new Recreation Department field and facility policy, including:
 - Revoking the liability insurance requirement.
 - Revoking the ban on use of city fields without a permit by participants engaged in “organized” activities.
 - Revoking the requirement that those seeking field permits submit written COVID-19 health plans with the University City Recreation Department
 - Revoking the requirement that those seeking field permits at the resident/nonprofit discounted rate supply business licenses, occupancy permits and rosters of players with addresses.
 - Instead, direct the Recreation Department to verify residency through the use of a simple government issued photo id by the permit requester
 - Revoke the policy ending refunds for prepaid fields that are unplayable due to weather or other factors. Reinstate the policy of promptly refunding fees for rain-outs.
 - Revoke the policy of requiring security/damage deposits for the use of playing fields.
 - Revoke the requirement for individual liability waivers signed by all participants on city-owned fields. Language related to liability waiver may be included on a single “field request” form signed by the individual renting the field.
- Under a revised policy, field requests should require only a single application form. Residency status shall be determined by the use of a government-issued photo id OR occupancy permit by the permit requester. Field rental fees shall be \$10 an hour for U City residents/schools/non-profits and \$15 an hour for non-residents. Non-permitted use of vacant fields by organized teams shall be allowed.
- Further, we would urge the city council to direct the city government to actively encourage University City residents to utilize our parks for organized sports and outdoor activities, and avoid any policy or practice that may result in University City’s sports fields being underutilized and vacant.

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- Direct the Parks Commission to actively seek input from groups or individuals that rent and utilize University City sports fields and facilities and report on issues related to field and facility access in city parks. The Parks Commission shall periodically report to the city council to ensure that University City School District sports teams as well as sports teams organized by University City volunteer organizations/nonprofits/schools are not forced to seek facilities in other cities/jurisdictions when such fields and facilities are unused and/or underutilized in University City.

Thank you for your time and attention to this matter.

Best regards,

Jason McLure
Board of Directors, Chairperson
University City Youth Athletics Club
6607 Waterman Ave.
University City, Mo.

J. Dillon Brown
Board of Directors, Vice-Chair
University City Youth Athletics Club
6633 Waterman Ave.

Garrett Broshuis
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7274 Creveling Dr.

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Tameka Cook, volunteer

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6646 Vernon Ave.

Coach Becky O'Hara
7110 Waterman Ave.

Coach Dan Schreiber
6663 Kingsbury Blvd.

Coach Chris and Angela McManis
849 University Place



Council Agenda Item Cover

MEETING DATE: March 8, 2021

AGENDA ITEM TITLE: 2nd Quarter Financial Report – December 31, 2020

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: Keith Cole – Director of Finance

BACKGROUND REVIEW:

The Director of Finance will present the FY2021 2nd Quarter Financial Report as of December 31, 2020 to the Mayor and City Council. The presentation will consist of an overview on the major funds.

RECOMMENDATION:

The City Manager is recommending approval of the 2nd Quarter Financial Report as of December 31, 2020.

ATTACHMENTS:

- 1) PowerPoint Presentation – 2nd Quarter December 31, 2020 FY2021
- 2) 2nd Quarter Financial Report

2nd Quarter December 31, 2020 FY2021 Presentation

February 22, 2021

By

Keith Cole

Director of Finance

General Fund - Revenues

Adjusted Budget	\$24,420,111
YTD Actual	\$10,119,926
Actual as % of Adjusted Budget	41.4%
Increase/(Decrease) compared to same quarter of FY2020	\$391,863

Key Points:

- Received \$1.2 million (half) from St. Louis Co – CARES Act
- Increase in Ambulance Services of \$302,000
- Recognized \$206,000 protested telephone taxes from Charter as revenue
- Increase in Use Tax of roughly \$99,000
- Decrease in Parks & Rec Fees roughly \$300,000 due to closure/COVID 19
- Decrease in Court Fines/Costs roughly \$260,000 due to closure/COVID 19

Overall, revenues as a % of budget appears to be in line when compared to the same quarter of FY2020.

General Fund - Expenditures

Adjusted Budget	\$24,594,254
YTD Actual	\$11,343,533
Actual as % of Adjusted Budget	46.1%
Increase/(Decrease) compared to same quarter of FY2020	(\$189,017)

Key Points:

- Due to COVID 19, continued to have Community Center and Centennial Commons closed during the 2nd Qtr, therefore a reduction in expenses of roughly \$232,000 compared to same quarter of FY2020.
- The Non-Uniformed Pension contribution was made in December 2020 compared to contribution being made in June 2020 of last year. Decision was made to get the contribution made before calendar year 2020 ended so the amount would be included in the Actuarial Valuation for this year. This affected Finance, Courts, Police, and Parks Maintenance. Note: Pension contribution was included in the budget.

Overall, the expenditures as a % budget appears to be reasonable when comparing to the same quarter of FY2020.

Capital Improvement Sales Tax - Revenues

Adjusted Budget	\$2,050,000
YTD Actual	\$811,246
Actual as % of Adjusted Budget	39.6%
Increase/(Decrease) compared to same quarter of FY2020	\$31,253

Key Points:

- Sales Tax revenue for the first six months of fiscal year has shown signs of increase thus far compared to same quarter of FY2020. The revenue is based on a “per capita.”

Capital Improvement Sales Tax - Expenditures

Adjusted Budget	\$1,635,467
YTD Actual	\$175,676
Actual as % of Adjusted Budget	10.7%
Increase/(Decrease) compared to same quarter of FY2020	(\$226,279)

Key Points:

- Decrease due to holding up on some of the construction projects through the first six months of the fiscal year. We are continuing to monitor the revenue stream from the affects of COVID 19. Construction projects based on the amount of revenue generated from sales tax.
- Transferred out \$300,000 to the General Fund for Public Works projects. The amount was included in the original budget.
- As of the 2nd Quarter, expenditures are well within the budget for FY2021.

Park and Stormwater Sales Tax - Revenues

Adjusted Budget	\$845,000
YTD Actual	\$449,589
Actual as % of Adjusted Budget	53.2%
Increase/(Decrease) compared to same quarter of FY2020	(\$156)

Key Points:

- Sales Tax revenue for the first six months of fiscal year has been fairly consistent with a minimal decrease when compared to same quarter of FY2020. The revenue is based on a “point of sale.”

Park and Stormwater Sales Tax - Expenditures

Adjusted Budget	\$672,262
YTD Actual	\$156,962
Actual as % of Adjusted Budget	23.3%
Increase/(Decrease) compared to same quarter of FY2020	\$44,578

Key Points:

- Expenditures increased due to purchasing of equipment for vehicles.
- Transferred out \$41,280 to the General Fund for Interfund Loan Payment. The amount was included in the original budget.
- As of the 2nd Quarter, expenditures are well within the budget for FY2021.

Public Safety Sales Tax - Revenues

Adjusted Budget	\$1,448,500
YTD Actual	\$650,334
Actual as % of Adjusted Budget	44.9%
Increase/(Decrease) compared to same quarter of FY2020	(\$186,554)

Key Points:

- When comparing to the same quarter of FY2020, the decrease in revenue is due to receiving more revenue in December 2019 in error by MO Dept of Revenue. Mo Dept of Revenue corrected in January 2020 by not allocating any funds to the City. Revenue based on “per capita.”
- Received \$11,205 from insurance company. The amount is related to receiving insurance reimbursement due to police car being totaled.

Revenues appears to be within reason with budget at this time.

Public Safety Sales Tax - Expenditures

Adjusted Budget	\$1,026,953
YTD Actual	\$329,036
Actual as % of Adjusted Budget	32.0%
Increase/(Decrease) compared to same quarter of FY2020	(\$172,371)

Key Points:

- Decrease due to purchasing police vehicle laptops / laptop docks and ambulance in the first six months of FY2020.
- So far in FY2021, the purchases have been towards the body cameras and the supporting equipment related to the cameras like software and hardware.
- Transferred out \$1,338,695 to General Fund for Interfund Loan and Salaries / Benefits, and \$504,100 to Police & Fire Pension Fund for pension contributions.
- Thus far expenditures appears to be within the budget.



Questions

City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	3,574,700	3,574,700	1,885,939		52.8%	1,899,637	53.9%
Sales and Use Taxes	5,983,000	5,983,000	2,397,454		40.1%	2,361,649	34.4%
Gross Receipts Taxes	6,113,000	6,113,000	2,322,168		38.0%	2,372,671	38.2%
Intergovernmental	1,882,000	1,882,000	941,008		50.0%	941,452	43.3%
Grants	1,276,300	1,387,411	60,670		4.4%	414,495	32.5%
Licenses	586,000	586,000	166,521		28.4%	127,934	18.8%
Inspection Fees and Permits	927,300	927,300	334,737		36.1%	346,898	40.0%
Charges for Municipal Services	1,135,000	1,135,000	466,480		41.1%	149,133	15.5%
Parks and Recreation Fees	490,000	490,000	(2,367)		-0.5%	317,261	42.8%
Municipal Court and Parking	766,600	766,600	192,803		25.2%	602,482	67.5%
Interest Revenue	135,000	135,000	51,076		37.8%	43,443	60.1%
Other Revenues	203,100	1,440,100	1,303,437		90.5%	151,008	37.0%
Total Revenues	23,072,000	24,420,111	10,119,926		41.4%	9,728,063	39.4%
<u>General Fund Expenditures:</u>							
Legislative Services	221,304	221,304	87,784	87,784	39.7%	79,576	35.9%
City Manager's Office	453,397	493,397	350,617	350,617	71.1%	307,442	45.6%
Communications	192,105	172,105	113,562	113,562	66.0%	86,204	33.3%
Human Resources	227,137	240,248	133,053	133,053	55.4%	428,968	136.6%
Finance Department	623,217	623,217	410,949	410,949	65.9%	315,183	45.2%
Information Systems	620,862	620,862	244,090	266,416	39.3%	252,211	40.4%
Municipal Court	363,479	363,479	185,085	185,085	50.9%	154,490	44.3%
Police Department	9,310,177	9,378,894	4,280,822	4,280,822	45.6%	4,132,219	45.8%
Fire Department	5,195,067	5,195,067	2,612,813	2,612,813	50.3%	2,492,626	47.0%
Public Works - Admin.	275,255	275,255	186,079	186,079	67.6%	166,661	38.1%
Street Maintenance	1,359,579	1,359,579	532,026	567,843	39.1%	659,707	48.3%
Facilities Maintenance	809,369	809,369	417,225	417,515	51.5%	443,579	53.7%
Public Works - Capital Imp	300,000	300,000	-	-	0.0%	-	0.0%
Planning & Development	1,305,965	1,470,452	725,023	725,023	49.3%	673,320	43.2%
Parks & Recreation - Parks Maint	1,759,811	1,759,811	815,393	1,182,977	46.3%	732,367	49.9%
Community Center	192,962	192,962	31,340	31,340	16.2%	65,419	38.5%
Aquatics	274,158	274,158	45,496	296,606	16.6%	168,825	43.8%
Centennial Commons	680,815	680,815	172,176	172,176	25.3%	370,903	44.6%
Parks & Recreation - Capital Imp	163,280	163,280	-	56,910	0.0%	-	0.0%
Debt Service	-	-	-	-	0.0%	2,850	2.6%
Total Expenditures	24,327,939	24,594,254	11,343,533	12,077,570	46.1%	11,532,550	46.8%
Total Operating Surplus (Deficit)	(1,255,939)	(174,143)	(1,223,607)			(1,804,487)	
Insurance Recoveries	67,000	67,000	86,932			1,000	
Transfer In from Other Funds	1,843,655	1,843,655	1,843,655			-	
Transfer Out to Other Funds	(1,136,331)	(1,136,331)	(1,136,331)			-	
Total Other Financing Sources	774,324	774,324	794,256			1,000	
Operating Revenues Over (Under) Expenditures	(481,615)	600,181	(429,351)			(1,803,487)	

**City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Capital Improvement Sales Tax:</u>							
Sales and Use Taxes	2,047,000	2,047,000	810,041		39.6%	778,533	32.2%
Interest Revenue	3,000	3,000	1,205		40.2%	1,460	0.0%
Total Revenues	2,050,000	2,050,000	811,246		39.6%	779,993	32.2%
<u>Capital Improvement Sales Tax:</u>							
Personnel Services	263,204	263,204	127,953	127,953	48.6%	119,575	39.3%
Contractual Services	2,072	2,072	375	375	18.1%	563	0.0%
Materials and Supplies	156	156	-	-	0.0%	-	0.0%
Capital Outlay	1,370,035	1,370,035	47,348	103,300	3.5%	275,055	13.2%
Debt Service	-	-	-	-	0.0%	6,762	0.9%
Total Expenditures	1,635,467	1,635,467	175,676	231,628	10.7%	401,955	12.9%
Total Operating Surplus (Deficit)	414,533	414,533	635,570			378,038	
Transfer Out to General Fund	(300,000)	(300,000)	(300,000)			-	
Operating Revenues Over (Under) Expenditures	114,533	114,533	335,570			378,038	

**City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Park and Stormwater Sales Tax:</u>							
Sales and Use Taxes	843,000	843,000	448,931		53.3%	448,913	32.2%
Interest Revenue	2,000	2,000	658		32.9%	832	0.0%
Total Revenues	845,000	845,000	449,589		53.2%	449,745	32.2%
<u>Park and Stormwater Sales Tax:</u>							
Personnel Services	238,229	238,229	124,586	124,586	52.3%	107,602	36.9%
Contractual Services	524	524	198	198	37.8%	207	2.0%
Capital outlay	433,509	433,509	32,178	100,102	7.4%	-	0.0%
Debt Service	-	-	-	-	0.0%	4,575	1.2%
Total Expenditures	672,262	672,262	156,962	224,886	23.3%	112,384	9.8%
Total Operating Surplus (Deficit)	172,738	172,738	292,627			337,361	
Transfer Out to General Fund	(41,280)	(41,280)	(41,280)			-	
Operating Revenues Over (Under) Expenditures	131,458	131,458	251,347			337,361	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Public Safety Sales Tax:</u>							
Sales and Use Taxes	1,446,000	1,446,000	649,374		44.9%	836,110	49.2%
Interest Revenue	2,500	2,500	960		38.4%	778	0.0%
Total Revenues	1,448,500	1,448,500	650,334		44.9%	836,888	49.2%
<u>Public Safety Sales Tax:</u>							
Personnel Services	-	26,238	10,838	10,838	41.3%	28,418	41.7%
Materials and Supplies	-	-	(1,020)	(1,020)	0.0%	-	0.0%
Capital Outlay	695,715	885,715	204,807	276,773	23.1%	324,850	52.7%
Other	-	-	-	-	0.0%	33,728	0.0%
Debt Service	115,000	115,000	114,411	114,411	99.5%	114,411	99.5%
Total Expenditures	810,715	1,026,953	329,036	401,002	32.0%	501,407	62.7%
Total Operating Surplus (Deficit)	637,785	421,547	321,298			335,481	
Insurance Recoveries	-	-	11,205			-	
Transfer Out to Various Funds	(1,842,795)	(1,842,795)	(1,842,795)			-	
Total Other Financing Sources	(1,842,795)	(1,842,795)	(1,831,590)			-	
Operating Revenues Over (Under) Expenditures	(1,205,010)	(1,421,248)	(1,510,292)			335,481	

**City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Fleet Operations:</u>							
Service to Other Jurisdictions	1,100	1,100	201		18.3%	405	0.0%
Total Revenue	1,100	1,100	201		18.3%	405	0.0%
<u>Fleet Operations:</u>							
Expenditures	1,229,331	1,229,331	646,604	649,605	52.6%	532,459	52.6%
Total Operating Surplus (Deficit)	(1,228,231)	(1,228,231)	(646,403)			(532,054)	
Transfer In from Other Funds	1,206,331	1,206,331	1,206,331			293,411	
Operating Revenues Over (Under) Expenditures	(21,900)	(21,900)	559,928			(238,643)	

**City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Sewer Lateral Fund:</u>							
Service Charges	575,000	575,000	366,872		63.8%	360,233	62.6%
Interest Revenue	-	-	-		0.0%	-	0.0%
Total Revenues	575,000	575,000	366,872		63.8%	360,233	62.6%
<u>Sewer Lateral Fund:</u>							
Personal Services	57,912	57,912	12,617	12,617	21.8%	9,445	18.9%
Contractual Services	5,675	5,675	6,659	6,659	117.3%	4,074	74.8%
Sewer Lateral Reimbursement	425,000	425,000	198,919	239,094	46.8%	152,780	33.2%
Total Expenditures	488,587	488,587	218,195	258,370	44.7%	166,299	32.3%
Total Operating Surplus (Deficit)	86,413	86,413	148,677			193,934	
Transfer Out to General Fund	(57,240)	(57,240)	(57,240)			(1,770)	
Operating Revenues Over (Under) Expenditures	29,173	29,173	91,437			192,164	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Solid Waste Fund:</u>							
Service Charges	3,073,500	3,073,500	2,176,355		70.8%	2,191,541	70.7%
Miscellaneous Revenues	19,700	19,700	7,339		37.3%	12,180	35.5%
Interest Revenue	1,000	1,000	-		0.0%	(5,961)	-557.1%
Grants	-	-	-		0.0%	4,569	0.0%
Total Revenues	3,094,200	3,094,200	2,183,694		70.6%	2,202,329	70.2%
<u>Solid Waste Fund:</u>							
Administration	269,899	269,899	162,961	162,961	60.4%	130,791	37.7%
Operations	2,582,437	2,582,437	1,218,701	1,218,701	47.2%	1,111,755	46.7%
Leaf Collection	299,178	299,178	212,424	212,424	71.0%	125,153	37.4%
Capital Improvement	115,000	125,000	-	-	0.0%	(758)	-3.8%
Grants	20,000	20,000	-	-	0.0%	10,667	0.0%
Total Expenditures	3,286,514	3,296,514	1,594,086	1,594,086	48.4%	1,377,608	44.7%
Total Operating Surplus (Deficit)	(192,314)	(202,314)	589,608			824,721	
Transfer Out to General Fund	(70,000)	(70,000)	(70,000)			-	
Operating Revenues Over (Under) Expenditures	(262,314)	(272,314)	519,608			824,721	

**City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Economic Development Retail Sales Tax</u>							
Sales and Use Taxes	456,100	456,100	224,465		49.2%	224,457	33.6%
Interest Revenue	900	900	329		36.6%	416	0.0%
Total Revenues	457,000	457,000	224,794		49.2%	224,873	33.7%
<u>Economic Development Retail Sales Tax</u>							
Personnel Services	90,965	90,965	24,309	24,309	26.7%	52,913	44.7%
Contractual Services	-	1,013,573	154,516	154,516	15.2%	34,859	10.9%
Capital Outlay	-	148,712	63,902	63,902	43.0%	-	0.0%
Total Expenditures	90,965	1,253,250	242,727	242,727	19.4%	87,772	11.5%
Total Operating Surplus (Deficit)	366,035	(796,250)	(17,933)			137,101	
Transfer In from General Fund	-	-	-			-	
Operating Revenues Over (Under) Expenditures	366,035	(796,250)	(17,933)			137,101	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Grants:</u>							
Grant Revenue	767,000	767,000	14,832		1.9%	152,417	18.3%
Total Revenues	767,000	767,000	14,832		1.9%	152,417	18.3%
<u>Grants:</u>							
Capital outlay	767,000	767,000	250	250	0.0%	933,704	112.0%
Total Expenditures	767,000	767,000	250	250	0.0%	933,704	112.0%
Total Operating Surplus (Deficit)	-	-	14,582			(781,287)	
Transfer Out to General Fund	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	-	14,582			(781,287)	

**City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021**

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Parking Garage:</u>							
Parking Revenue	203,624	203,624	48,730		23.9%	106,807	52.0%
Miscellaneous	50,000	50,000	-		0.0%	12,387	14.1%
Total Revenues	253,624	253,624	48,730		19.2%	119,194	40.6%
<u>Parking Garage:</u>							
Personnel Services	1,290	1,290	-	-	0.0%	10,413	29.3%
Contractual Services	118,194	118,194	52,928	52,928	44.8%	53,591	42.8%
Material and Supplies	800	800	-	-	0.0%	511	146.0%
Capital outlay	5,627	16,205	-	-	0.0%	443	2.2%
Total Expenditures	125,911	136,489	52,928	52,928	38.8%	64,958	35.9%
Total Operating Surplus (Deficit)	127,713	117,135	(4,198)			54,236	
Transfer Out to General Fund	(53,220)	(53,220)	(53,220)			(2,743)	
Operating Revenues Over (Under) Expenditures	74,493	63,915	(57,418)			51,493	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Golf Course:</u>							
Golf Course Revenue	725,000	725,000	616,894		85.1%	483,565	60.8%
Miscellaneous	-	-	500		0.0%	-	0.0%
Total Revenues	725,000	725,000	617,394		85.2%	483,565	0.0%
<u>Golf Course:</u>							
Personnel Services	363,059	363,059	188,832	188,832	52.0%	154,820	32.4%
Contractual Services	192,781	192,781	113,704	152,804	59.0%	88,444	55.9%
Material and Supplies	150,600	150,600	64,061	64,061	42.5%	47,938	36.2%
Other	-	-	-	-	0.0%	2,743	0.0%
Capital outlay	100,000	100,000	-	53,061	0.0%	16,740	55.8%
Total Expenditures	806,440	806,440	366,597	458,758	45.5%	310,685	38.9%
Total Operating Surplus (Deficit)	(81,440)	(81,440)	250,797			172,880	
Transfer out to General Fund	(53,220)	(53,220)	(53,220)			-	
Operating Revenues Over (Under) Expenditures	(134,660)	(134,660)	197,577			172,880	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Police and Fire Pension:</u>							
Property Taxes	994,000	994,000	466,134		46.9%	465,361	46.0%
Miscellaneous	400,000	400,000	3,427,633		856.9%	1,505,083	125.4%
Interest Revenue	400,000	400,000	208,413		52.1%	234,380	41.6%
Total Revenues	1,794,000	1,794,000	4,102,180		228.7%	2,204,824	79.4%
<u>Police and Fire Pension:</u>							
Pension Administration	169,500	169,500	69,496	69,496	41.0%	76,647	46.6%
Pension Benefits	2,661,000	2,661,000	1,156,496	1,156,496	43.5%	1,425,326	49.8%
Total Expenditures	2,830,500	2,830,500	1,225,992	1,225,992	43.3%	1,501,973	49.7%
Total Operating Surplus (Deficit)	(1,036,500)	(1,036,500)	2,876,188			702,851	
Transfer In from Public Safety	504,100	504,100	504,100			-	
Operating Revenues Over (Under) Expenditures	(532,400)	(532,400)	3,380,288			702,851	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Non-Uniformed Pension:</u>							
Miscellaneous	1,544,000	1,544,000	4,467,453		289.3%	1,592,355	79.2%
Interest Revenue	400,000	400,000	219,369		54.8%	231,647	57.9%
Total Revenues	1,944,000	1,944,000	4,686,822		241.1%	1,824,002	75.7%
<u>Non-Uniformed Pension:</u>							
Pension Administration	217,978	217,978	91,315	91,315	41.9%	75,726	31.2%
Pension Benefits	1,523,000	1,523,000	728,681	728,681	47.8%	734,001	50.9%
Total Expenditures	1,740,978	1,740,978	819,996	819,996	47.1%	809,727	48.0%
Total Operating Surplus (Deficit)	203,022	203,022	3,866,826			1,014,275	
Transfer in from General Fund	-	-	-			-	
Operating Revenues Over (Under) Expenditures	203,022	203,022	3,866,826			1,014,275	

City of University City
Statement of Revenues and Expenditures
As of December 31, 2020
FY 2021

	Annual Budget	Adjusted Budget	YTD Actual	YTD With Encumb	2021 Actual As % of Adjusted Budget	2020 2nd Qtr Actual	2020 Actual As % of Budget
<u>Library:</u>							
Property Taxes	2,820,973	2,820,973	1,409,131		50.0%	1,302,090	46.2%
Intergovernmental	500	22,983	11,242		48.9%	12,917	68.3%
Grants	66,384	66,384	64,465		97.1%	21,907	21.9%
Miscellaneous	50,000	23,000	8,841		38.4%	45,869	45.9%
Interest Revenue	7,000	7,000	65		0.9%	3,818	54.5%
Total Revenues	2,944,857	2,940,340	1,493,744		50.8%	1,386,601	45.5%
<u>Library:</u>							
Personal Services	1,478,884	1,505,369	717,463	717,463	47.7%	606,545	38.8%
Contractual Services	377,635	377,635	132,045	132,045	35.0%	220,772	78.5%
Material and Supplies	398,685	398,685	149,356	149,356	37.5%	121,499	35.5%
Capital Outlay	604,961	604,961	19,276	19,276	3.2%	-	0.0%
Miscellaneous	18,308	18,308	-	-	0.0%	-	0.0%
Grants Expenditures	66,384	66,384	78,791	78,791	118.7%	43,516	67.3%
Total Expenditures	2,944,857	2,971,342	1,096,931	1,096,931	36.9%	992,332	32.6%
Total Operating Surplus (Deficit)	-	(31,002)	396,813			394,269	
Transfer In from General Fund	-	-	-			-	
Operating Revenues Over (Under) Expenditures	-	(31,002)	396,813			394,269	



Council Agenda Item Cover

MEETING DATE: March 8, 2021

AGENDA ITEM TITLE: Reversal of Prior Council Action to Construct A New Police Station

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: City Manager Gregory Rose

BACKGROUND REVIEW:

This agenda item asks Council to reverse the decision of a prior Council to construct a new Police Station. On March 28, 2016 then Mayor and Council approved the construction of a new Police Station (see attachment.) At the time of this action the Council was unaware the annex could be renovated to address the needs of the police department.

RECOMMENDATION:

City Manager recommends approval to reverse prior Council's action to construct a new Police Station.

ATTACHMENTS:

- March 28, 2016 City Council meeting minutes (*attachment #5*)

**MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
March 28, 2016
6:30 p.m.**

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, March 28, 2016, Mayor Shelley Welsch called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

Councilmember Rod Jennings
Councilmember Paulette Carr
Councilmember Stephen Kraft
Councilmember Terry Crow
Councilmember Michael Glickert
Councilmember Arthur Sharpe, Jr.

Also in attendance was City Manager, Lehman Walker.

C. APPROVAL OF AGENDA

Hearing no requests for changes, the agenda was approved as presented.

D. PROCLAMATIONS

Mayor Welsch stated that University City has received the Distinguished Budget Presentation Award for the current budget, from the Government Finance Officers' Association. This award is the highest form of recognition in governmental budgeting, and represents a significant achievement by this administration. This award was presented to Tina Charumilind, Director of Finance.

E. APPROVAL OF MINUTES

1. March 7, 2016 Special meeting minutes were moved for approval by Councilmember Jennings, were seconded by Councilmember Sharpe and the motion carried unanimously.
2. March 11, 2016 Special meeting minutes were moved for approval by Councilmember Glickert, were seconded by Councilmember Jennings and the motion carried unanimously.
3. March 14, 2016 Study session minutes were moved for approval by Councilmember Sharpe, were seconded by Councilmember Jennings and the motion carried unanimously.
4. March 14, 2016 Regular session minutes were moved for approval by Councilmember Sharpe, were seconded by Councilmember Jennings and the motion carried unanimously.

F. APPOINTMENTS

G. SWEARING IN

Mayor Welsch then read the following reminder to those in the audience. If you would like to speak to the Council, on agenda or non-agenda items, you should fill out a speaker request form that can be found to the left of the door into the Chamber. Please indicate on that sheet

if you want to speak on an agenda or non-agenda item, and note the agenda item number on the form. Your completed form should be placed in the plastic trays in front of the City Clerk prior to the start of Council discussion on an agenda item on which you would like to speak. The Council Reports & business section is for Council discussion. Those asking to speak on those issues may do so during the regular Citizen Comments sections of the agenda. Comments should be limited to five (5) minutes.

Decorum at Council meetings is required in order to make possible civil discourse among people who may have different views. With that in mind, personal attacks on City Councilmembers, staff and anyone else will be ruled out of order. I reserve the right to disallow those engaging in personal attacks to speak at this or future Council meetings.

As I have said in the past, if someone chooses to continue speaking beyond the Council-accepted time limit on an individual citizen comment, after my advising of the deadline, I will not call them to the podium at future meetings. I will consider a request for additional time – but the speaker must make a request to go beyond the time limit and be given permission to do so.

Finally, I encourage members of this Council to remember that, per our Council rules, we follow Roberts Rules of Order. According to Robert's Rules, we should all desist in making personal attacks on our colleagues – limiting our comments to the merits of an issue, and not calling into question the motives of our colleagues.

A reminder to those in the audience - this Council cannot discuss personnel matters, legal or real estate issues in public sessions. Members of this Council and the City Manager will not immediately respond to questions raised at our meetings, however, responses will be provided by an appropriate person as quickly as possible.

Again, personal attacks on City Councilmembers, staff, and anyone else by members of the public or by members of this Council will be ruled out of order. I reserve the right not to call back to the podium at this or future meetings anyone who engages in personal attacks on anyone.

These meetings are held for this Council to do the business of the people. That is what we should all be focusing upon.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Jan Adams, 7150 Cambridge Avenue, University City, MO

Ms. Adams urged everyone to refrain from acting as prosecutor, judge, jury and jailer in regard to the altercation at the Police Focus Group meeting. She stated that she was a witness and from her perspective, one person was advancing on another person; appeared to be committing an assault or peace disturbance; and the person who was being violated acted in self-defense. She stated that a line has been crossed, where U City's politics moved from provocative words to physical altercation. Although it was disturbing, it should not be unexpected, given the mood not only of U City, but of this entire country. Ms. Adams asked that her written comments be attached to the minutes.

Brian Burkett, 7471 Kingsbury Blvd., University City, MO

Mr. Burkett stated that Mr. Glickert should resign if he had any integrity. He stated that the Mayor's leadership is a stain on this City, and her continued dismissal of anyone who disagrees with her is making this City the poster child of bad municipal government.

Beth Norton, 734 Trinity, University City, MO

Ms. Norton stated that the minority members of Council seem to be constantly writing a story and engaging with the media in order to spread fear and doubt. She stated that creative adults manage to accomplish things, but none of the actions displayed by the minority are accomplishing anything good for this City.

Sarah Davoli, 7378 Milan, University City, MO

Ms. Davoli stated that this Council has been divided so severely that she thinks members of the majority are now starting to feel frustrated. She expressed her opinions about the Mayor's role in orchestrating this current political oppression and the opportunities that residents have to participate in nonviolent, productive free-speech techniques.

Don Fitz, 720 Harvard, University City, MO

Mr. Fitz stated that what residents are now observing is Council's tolerance for violence. He noted that the only way for this body to send a clear message to the young people of U City that violence is not an acceptable way to deal with differences is to remove Councilmember Glickert from this Council.

I. PUBLIC HEARINGS

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Approval to grant authority to the City Manager to sign contract with DG2 LLC consultant to update the Fogerty Park Master Plan.

Mr. Walker advised Council that the St. Louis County Municipal Grant Commission will reimburse up to \$61,920 of the contract amount, with U City being responsible for the remaining balance of \$15,180.

Councilmember Glickert moved to approve, was seconded by Councilmember Sharpe and the motion carried unanimously.

2. Police Station facility

Mr. Walker advised Council that staff is recommending the construction of a new facility and authorization of the next steps as outlined:

1. Identification of a finance mechanism to fund the Police Station.
2. Issuance of a request for (RFQ) for architectural design services in accordance with the statutes and City Ordinances.
3. Commencement of confidential property acquisition negotiations for a target site.
4. Issuance of an invitation to bid for construction services in accordance with City ordinances.

Councilmember Jennings moved to approve and was seconded by Councilmember Sharpe.

Councilmember Crow posed the following questions to the City Manager and staff:

1. **Q. Referencing the statement contained in the Chiodini Report; "they were hired to look at potential sites and provide an analysis of three sites," Councilmember Crow asked if disclosure of the three sites and Chiodini's analysis could be provided to Council?** Ms. Andrea Riganti, Director of Community Development, stated that staff has elected not to reveal the location of the sites since this is a confidential property acquisition, in accordance with state statutes. The sites that have been identified are based on location, availability, and the architect's analysis of the square footage needed and the feasibility of building on the site. She stated that staff identified what they believed to be an ideal site in the event Council elected to approve this option, but has not initiated any negotiations.
2. **Q. Councilmember Crow asked Ms. Riganti if she could expound upon the possible public/private partnership mentioned in the report.** Ms. Riganti stated that the public/private partnership is related to renovation of the Annex and the

utilization of historic tax credits. The only way that can be achieved is by establishing a public/private partnership.

3. **Q. Councilmember Crow asked what, if any, efforts had been made to look into a public/private partnership.** Ms. Riganti stated that although staff had performed due diligence by contacting the IRS, National Park Service, State Historic Preservation office and other communities that have formed public/private partnerships, this is not an option that staff would recommend, since it involves the sale or holding of the property by a private entity until such time as the City is in a position to lease it back.
4. **Q. Councilmember Crow questioned why it was premature to talk about public/private partnerships but not premature to identify a construction site?** Ms. Riganti stated that staff's decision to identify potential sites was in accordance with state statutes, City ordinances and the need to ensure that they adhered to best practices.
5. **Q. Councilmember Crow asked if staff had made inquiries to any of the charter schools in the St. Louis area who have established public/private partnership and used tax credits to pay for 30 percent of their renovations.** Ms. Riganti stated that she had not talked to any of the charter schools but had discussed the issue with the Lawrence Group, the architects in charge of these public/private partnerships.
6. **Q. Councilmember Crow asked if any outreach had been made to neighboring communities who have gone through the process of constructing a new police station.** Ms. Riganti stated that her husband works for the City of St. Louis, so she has been able to obtain intimate knowledge of their police department from people at various levels; that she had reached out to some of her peers in other communities who have either engaged architects for their services related to new construction or performed renovations; and that she had discussed some of the challenges faced by the City of Clayton, through contact with their architects.
7. **Q. Councilmember Crow stated that folks from the City of Clayton have been clear that the specifications of their facility; which they have made public, renders it seismic and essential. However, minutes from the last Study Session reflect a statement made by Chiodini that this information is inaccurate.** Ms. Riganti stated that the reference to Clayton's facility being seismic and an essential facility came from Clayton's now City Manager, not from his staff or the structural engineers that worked on that project.

Lou Chiodini, of Chiodini & Associates, stated that the information received from Clayton was incorrect. He stated that the information he obtained from KPFF's Project Manager, was that it did not meet the essential facilities requirement, and that the City of Clayton had obtained a variance to avoid the requisite, in spite of the fact that Clayton falls under the 2009 IBC, which rarely allows variances. He stated that he had also obtained the same information from one of Clayton's directors of Public Works.

Councilmember Crow asked Ms. Riganti what options had been explored with respect to temporary housing of the police station? Ms. Riganti stated that staff has evaluated fixed sites, reached out to owners for sale or for lease properties, and compiled a list of possible locations. Councilmember Crow stated that Clayton now has a vacant police station and asked if there are any restrictions that would prevent the police department from relocating outside of the City on a temporary basis? Mr. Walker stated that that was an option that staff would have to explore as they do not have an answer this evening.

Councilmember Carr provided Council and Mr. Chiodini with a copy of a response from Clayton's City Manager to a resident's email, and read it into the record. *"Here is what our architect said. The 10 South Brentwood Project was designed in compliance with Occupancy Category 4; buildings designated as essential facilities, which includes police stations. As stipulated by Chapter 16, structural design of the 2008 International Building Code. Certain*

systems were also designed with a seismic importance factor of 1.5, as stipulated by Chapter 16 of the 2009 IBC, and by reference standard ASCE 7-05, minimum design loads for buildings and other structures, published by the American Society of Civil Engineers."

Councilmember Carr stated that Mr. Chiodini's information was not in writing and asked that Mr. Chiodini provide Council with something in writing from the structural engineers, KPFF, that states what he just presented. Mr. Chiodini stated that he would reach out to KPFF to see if they would provide him with a confirmation of their conversation. He stated the real question is, does U City want their facility to meet the essential facility criteria of the IBC?

Ms. Riganti stated that the only way to grant a variance from the IBC is to go to the Board of Building Code of Appeals and that is not in accordance with staff's recommendation.

Councilmember Carr stated that she is not disputing staff's recommendation, however she is holding some rather severe reservations about them.

Clayton built a 60,000 square foot building inside of a historic structure that cost \$17 million dollars and according to their architect they met essential services. The two choices presented to Council are: (1) the police station and municipal courts would either be a renovation of the existing police annex and library, plus a construction of the link between them, or (2), the police station and municipal courts building would be a newly constructed, remote, freestanding building, and the existing annex and library would be renovated as a WhiteBox, somewhere down the road. The difference between these options is quite substantial; 37,000 square feet for the new building, and 54,000 for the old building. The questions she had are:

1. Q. Why there is a substantial difference in the square footage?
2. Q. Why do we need 40,000 square feet of WhiteBox space?

Since this is an older building, the report states, "*Efficiencies cannot be gained*". She found it difficult to believe that you cannot build a new building inside of this structure, unless everything is going to remain exactly as it is.

The report also stated that the walls would be taken down and rebuilt in order to tie them into the roof and foundation. However, since she has learned that the walls are plumb, with no moisture damage, she questioned why they needed to be taken down and rebuilt.

Councilmember Carr stated that it felt like Chiodini was emphasizing the positives of a new build and exaggerating the limitations of renovating, which is not in their field of expertise. She stated that two out of five people that have contacted her are in favor of the new build, and the remainder say that the City should keep the entire complex together instead of splitting it up and separating municipal services. Council is being sold on price and the notion that these beautiful buildings simply are inoperable.

Councilmember Kraft stated that since analyzing these costs per square foot has been a source of some confusion, he spent a good portion of the weekend reviewing the numbers. And as it turns out, Chiodini may have made a mathematical mistake in one of their presentations.

He noted that there was little disagreement about the cost of new construction and that the cost of renovating is clearly higher because of multiple levels, elevators, basement and the twisted shape of the building, which makes some of the space un-useable. In looking at the numbers, their calculations are that the hard cost is \$366 per square foot. And when you add that to the soft costs, the total cost comes out to roughly \$440 per square foot, which is pretty close to what it cost Clayton; \$450 per square foot.

Councilmember Kraft stated that concerns were also raised with respect to Chiodini's qualifications related to historic preservation. However, their CV includes 56 government buildings; 24 of which were police facilities, historic preservation projects, including St. Louis University, hotels, churches, and the City of Columbia's government complex. And although the engineering analysis was performed by an outside firm, Dave Mason & Associates, when

Chiodini was asked about the reliability of their cost estimates they provided seven recent projects which demonstrated that their estimates have been very close to their actual costs.

Councilmember Kraft stated that since the City is already using the Community Center as a courtroom, it is not clear whether the State of Missouri is going to allow municipalities to be in the court business indefinitely. He suggested that the new facility be built without the courtroom, which would reduce the total cost to roughly \$11 million dollars. He stated that the courtroom should be included in the design so that it can easily be implemented when it becomes clear that one is needed and would eliminate the need for borrowing.

Councilmember Kraft stated that even if the square footage for the renovations were minimized to 43,000 square feet, it would still cost roughly \$20 million dollars. It is clearly less expensive and easier to predict the cost of building a new facility. He stated that while he is supportive of historic preservation, his belief is that the City's police officers should not become pawns in an effort to save an old building. In this regard, the City should approve the option for new construction; since that is what is affordable, and then decide on an equitable approach to historic preservation.

Citizen's Comments

Matt O'Leary, 314 North Eleventh Street, St. Louis, MO

Mr. O'Leary, an urban real estate developer, stated that he has been a specialist in historic adaptive reuse since 1998 and believed that he has done more adaptive reuse in the State of Missouri than any other developer. He stated that he has no personal interest in the outcome of this matter and was present because his brother asked him to take a look at Chiodini's analysis. Mr. O'Leary disagreed with the square footage needed when including the old library in its plans and the square foot cost as he compared it to the St. Louis City police station renovation. He stated he has never renovated a police station, but through his eighteen years of experience, he has never exceeded \$180.00 per square foot.

Mr. O'Leary questioned the complete removal and re-installation of the exterior walls, no mention of the use of historic tax credit by using a third party developer or removal of the municipal courts building.

JoAnn Roberts, 940 Alanson Drive, University City, MO

Ms. Roberts stated that Clayton used federal and state grants to supplement their funding, which allowed them to include a municipal court, IT Department, 120 car garage and a fitness gym for their officers. In addition, a third of the building's energy is powered by solar panels. She asked why there was no discussion with green practices or forming a partnership with Washington University.

Jeff Hales, 7471 Kingsbury, University City, MO

Mr. Hales stated that the City is about to make a multimillion dollar decision and the information provided information is either incomplete or incorrect. Mr. Hales questioned whether the Mayor had ever disclosed that her husband is associated with Dave Mason & Associates.

Paul Hohmann, 6165 Westminster Place, St. Louis, MO

Mr. Hohmann stated that he is an architect who also has a great deal of experience with historic preservation, and questioned Chiodini's report on the concept of taking down exterior walls, the per square foot cost of a white box and the overall per square foot cost of the proposed project.

Peter Green, 7139 Waterman Avenue, University City, MO

Mr. Green, a licensed architect, stated he has partnered with Chiodini on numerous projects. He stated he has learned throughout his career is that these things have to be approached cautiously, because all kinds of issues can come up when you're designing a building. He expressed concerns about the 12 million dollar estimate, the proposed cost for renovation and

costs associated with land acquisition. Mr. Green stated that Mayor Welsch indicated that she was going to make Wash U accountable in her previous campaigns and noted this would be the time to solicit their involvement.

Council's Comments

Councilmember Jennings thanked everyone, especially the historic preservation experts, for coming out to assist Council with making this important decision. He has reservations about selling any of the City's buildings, and neither of these gentlemen have ever built or renovated a police station, specifically as it relates to the standards established by Senate Bill 5; with which Clayton was not faced.

Councilmember Jennings stated that when someone asked him what the police officers wanted, his response was, ask the 25+ officers who have left U City to gain employment with entities that have better facilities. He stated that this Council has undertaken a fifteen month process to evaluate this project, and the numbers don't lie. The City's officers deserve a vigorous, sterilized, 22nd Century facility, and as profound as the Annex is, it has outlived its purpose as a police station.

Councilmember Crow thanked all of the citizens for adding an insightful dimension to Council's conversation. He stated that residents moved to U City knowing that they were buying old houses, and that they were going to pay more to renovate than buy a new home. So if these numbers are relatively close to one another then he is good with the renovation.

Councilmember Crow stated that his colleague brought up a good point regarding elimination of the courtroom and the impact it might have on a renovated or new facility. He was surprised and pleased to learn that removal of the exterior walls was something that is unprecedented. This report has raised questions about the ability to renovate versus the construction of a new building; that perhaps we have not been comparing apples to apples. He asked Council to give careful consideration to the questions that have been asked, because there is no doubt that the citizens of this community really want to do right by their police department and it is not Council's money, it's the residents' money.

Councilmember Crow stated that this is the first time Council has ever heard any information from members of the historic preservation industry, and they have raised some interesting points. He stated it was clear that this community is not 70 or 80 percent in favor of either option, so he does not understand why a decision has to be made tonight.

Councilmember Carr stated that if Council decided to take some additional time to give this issue more consideration, they would not be running afoul of Senate Bill 5, because the City has until 2021 to be in full compliance with these standards. She stated that she does not want anyone to work in an environment that poses a danger to their health. The Police Union has put out in print is that they are not asking for a new or renovated police station, they are asking to be in a safe and healthy place. She stated that as long as Council addresses their concerns by working hard to ensure that they get it right, it should not be compromised.

Councilmember Carr stated that when the City Manager was asked whether this item could be rescheduled, his response was "Yes". Councilmember Carr heard that the only way the City is going to be able to pay for a new police station was to sell the buildings in Civic Plaza. Therefore she would like all of her questions have been satisfied; that she is in agreement with the direction Council is going in, and she will work to convince her constituents that this is really the best way to go, but right now, she is not there. Councilmember Carr made a motion to postpone this item for 60 days and was seconded by Councilmember Crow.

Mayor Welsch called for a roll call vote; a vote of aye meant that it will be delayed, a nay vote meant that it will not be delayed.

Roll Call Vote on Councilmember Carr's motion to delay was:

Ayes: Councilmembers Carr and Crow

Nays: Councilmembers Jennings, Kraft, Glickert, Sharpe and Mayor Welsch

Councilmember Kraft concurred that this was not an easy decision, which is why he spent so much time last weekend going over the numbers and talking with the architect. He also agreed that it is difficult to compare new construction to old construction. But what the numbers indicated is that if you renovate the Annex and the addition, without getting into the library for \$440.00 per square foot, you'll end up with a forty-some thousand square foot facility, at the cost of about \$19 million dollars. If you compare that to the 37,000 square foot new facility, it comes out to roughly \$12 million dollars. So even though he believes that there are some features that can be eliminated from both proposals, the deciding factors are that the cost of renovating is unpredictable; a new building is going to be cheaper; it can be completed sooner, and you know exactly what you are going to be getting for your money.

Councilmember Jennings thanked Ms. Riganti, City staff and the architects for all of the time they have spent wrestling with this project that was initiated in 2010. He stated that some people will never be satisfied, but the fact still remains that this City's officers are at-risk, and they have asked that something be done to eliminate these threats to their health and safety.

Councilmember Glickert drew everyone's attention to Resolution 2016-6; Council's support for historic structures of the Annex and the old city library, which he believed may allay some of the concerns associated with the lease or sale of these buildings.

Mayor Welsch made the following comments in support of her vote to approve staff's recommendation to build a new facility:

- The process was initiated in 2010 and Chiodini came on board in 2014.
- There have been multiple meetings with Council, the general public, and every member of Council has had an opportunity to discuss any concerns with staff and the architect.
- Under Senate Bill 5, police departments must obtain their certification within three years after commencement of the certification process. Per Captain Carol Jackson, the process was started in January 2016 and must be completed by January 2019.

Mayor Welsch stated that she believes she has gained sufficient knowledge about this project; that she has been able to ask questions and receive the answers she needed; and does not believe that Council is rushing into making this decision. The City's Police Department has been operating in a 113-year-old building since the 1930(s), so her response to Councilmember Crow's question, *"What is Council's desired result,"* would be that she desires to put the City's Police Department in a state-of-the-art building where they can utilize the best practices of today. This is what the Police Department and the residents of this community deserve. She stated that a large fraction of the costs associated with renovating is based on the need to make this an essential services facility. So while the City of Clayton may have elected not to build to these standards, she would never ask this City or its residents to forgo this criteria. Mayor Welsch stated that during one of the Study Sessions last year the police made it clear that there are security concerns with using the Heman Park Community Center as a courtroom. If the City is going to look at building a new facility it should also address these concerns.

She stated that this Council, which has been together since 2010, has been frugal, and has had to make some tough financial decisions in order to grow the City's reserves to accomplish this task of setting aside funds for a new police facility. She stated that although she does not want to ask residents to support another tax increase, she does feel that Council should move forward by taking the \$7 million dollars that has been set aside and then make a decision on what the next steps should be with respect to financing the balance.

Roll Call Vote on Councilmember Jennings's Motion to approve the building of a new police building was:

Ayes: Councilmembers Kraft, Glickert, Sharpe, Jennings and Mayor Welsch

Nays: Councilmembers Carr and Crow

3. Police Station financing options.

Mr. Walker stated that although staff is not making a recommendation this evening with respect to financing, they have provided Council with a list of items for consideration as the project moves forward.

Councilmember Crow posed the following questions to staff:

1. **Q. As of today, are the actual cash reserves 15.8 million dollars?** Ms. Charumilind, Director of Finance, provided the following information:

June 30, 2015	\$15.8 M (unassigned fund reserves, excluding 750,000 for flood buyouts and \$90,000 for City Hall fire escape)
July 2015	\$7 M for new police facility
October 2015	\$500,000 for Annex repairs
March 2015	\$2 M additional money for Annex repairs

Fund Reserve \$6.3 M (27% of operating expenses)
FY 16 budget adopted \$223.5 M.
2. **Q. What is the budget for 2016?** Ms. Charumilind stated that it is \$23,510,000. However, she would like to ensure that it does not go below 25 percent in order to maintain the City's bond ratings.
3. **Q. Is the list comprised of cities that have used COP(s)?** Ms. Charumilind stated that it was.
4. **Q. Do we also have a list of cities that have used bonds?** Ms. Charumilind stated that she would provide Council with a list.
5. **Q. Could you provide an explanation of the following statement, "*Bonds will impose an additional financial burden on City taxpayers*"?** Ms. Charumilind stated that COP(s) do not necessitate a tax increase. Currently the City uses its Capital Improvement Sales Tax to pay its existing COP Series 2012, and the balance of \$2.3 million dollars will be retired at the end of 2020. So should Council elect to purchase another COP, they have the option of only paying the interest for the first four years until the Series 2012 is retired.
6. **Q. Who made the conclusion in the third paragraph; "*With voter approval uncertain, general or obligation bonds are not a reliable option*"?** Mr. Walker stated that staff was not in a position to determine anything, and that this was just a statement of fact.

Councilmember Crow stated that his hope is that as Council moves forward, they will be thinking about where the money is going to come from to address priorities such as streets and pensions, once the amount in the City's cash reserves are reduced. His belief is that it would be appropriate to look at bonds and make certain that the public is behind Council's decision.

Mayor Welsch advised everyone that Council would be discussing all of these options as it moves forward.

Councilmember Carr posed the following questions to staff:

1. **Q. The budget book states, "*The FY2017 general fund balance level will be lowered from 55 percent to 34 percent of the operating expenditures*" and yet, the packet states that currently we are 27 percent, and asked to explain what happened?** Ms. Charumilind stated that the proposed budget did not include the police facility, but does include the difference between revenue and expenditures for

FY2017.

2. **Q. The next sentence states; "This fund balance excluded the \$7 million dollars committed for the construction of the police facility," so when was the general fund balance at 55 percent?** Ms. Charumilind stated that the 2016 budget had not included the set aside of \$7 million dollars for the police facility because it was not approved until late July.
3. **Q. Would the following statement have any value, if someone was not interested in pursuing a General Obligation Bond; *"To meet the standards set forth by the GFOA (Government Finance Officers' Association), the various bond agencies which evaluate the City's financial health and the City's own policies, the City will continue to provide responsible financial management. To that end, the City will strive to maintain an unassigned fund balance in the general fund of approximately 30 percent of the operating expenditures"*?** Ms. Charumilind stated that the standards also affect the interest rate for a Certificates of Participation (COP).
4. **Q. Would it actually be better to do what they did years ago with City Hall, which was to obtain a General Obligation Bond (GOB) and pay it back with the fund using debt retirement?** Ms. Charumilind stated that it would be, because typically a General Obligation Bond will have lower interest. The current rate for a 20 year bond is 2.65 percent, whereas the COP is 3.2 percent.
5. **Q. How many millions of dollars would that translate into?** Ms. Charumilind stated that if the City borrows \$7.7 million dollars, roughly it would equate to \$2 million dollars in interest. However, with a General Obligation Bond citizens must pay the tax increase.

Councilmember Carr stated that she wanted to remind everybody that the City's reserves were vastly enriched by a settlement with AT&T and not necessarily by Council's judicious use of the funds.

Councilmember Kraft noted that the AT&T settlement made in 2008 was for \$3.5 million dollars and that there was another settlement in 2012 for \$700,000.

He stated that he had received a copy of the Actuary's report on the pension fund today, where they made a point of saying that no tax money had been collected for these funds for almost 10 years. So that's one reason why they are in bad financial shape. Councilmember Kraft stated he and Councilmember Crow agree that there is no reason to make a decision on financing, without the knowledge of knowing how much this will actually cost. He stated that in his opinion, the financing option should be a decision that is made by the newly appointed members of Council.

Councilmember Jennings stated that the streets in the 3rd Ward have been neglected for decades. However, since the City does not have the money due to other pressing issues, he would like to see Council start the bond issue process over again, with the goal of reaching a happy medium and fixing all of the streets.

Councilmember Glickert stated that he was also somewhat concerned by the statement, regarding the uncertainty of voter's approval for a bond issue. He would like to see every financial option available discussed during a study session. Councilmember Glickert asked Mr. Walker what would be the next step with respect to the financial packet? Mr. Walker stated that the previous report, which was approved by Council, identifies the next steps. He acknowledged that there would be a Study Session implemented to take Council through the options.

L. UNFINISHED BUSINESS

BILLS

M. NEW BUSINESS

RESOLUTIONS

Introduced by Councilmember Glickert

- 1. Resolution 2016 – 6** Council's support for historic structures of the Annex and the old city library. Seconded by Councilmember Jennings.
Requested by Councilmembers Glickert and Sharpe

Councilmember Glickert stated that he would like to extend an offer to his colleagues to join in on making second to this resolution. Mayor Welsch and Councilmember Jennings both added their name to the resolution.

Councilmember Jennings stated that someone had accused him of aspiring to sell City Hall, so this resolution, if approved, sends a message that Council is in agreement that they have no interest in selling any of the City's historic buildings.

Councilmember Carr asked the Mayor if she would read the resolution into the record. Mayor Welsch stated that prior to reading it, she would like to allow Councilmember Glickert the opportunity to make an amendment.

Councilmember Kraft made a motion to change the word "Initiative" to "Committee" and was seconded by Councilmember Glickert. The motion carried unanimously.

Councilmember Crow stated that while he appreciated the sentiment behind what the Mayor is going to read, all this resolution amounts to is window dressing. It makes no commitments, has no real substance, and all it does is simply make everybody feel good about what is going on. He stated that in his opinion, Proposition H will have much more of an impact than this resolution.

Mayor Welsch then read the Resolution 2016 – 6 into the record:

"Whereas, the City of U City has a longstanding tradition of support for historic structures within its borders; and Whereas, in April of 1981 the City established the Historic Preservation Commission, and has been granted Missouri Certified Local Government status in partnership with the state historic structures within its borders; and Whereas the City established the U City Civic Complex Historic District; and Whereas, two buildings within that district are the City Hall Annex and the former old library building, located at 630 Trinity Avenue; and Whereas the old library building is currently only partially utilized, and the Annex houses the Police Department; and Whereas discussions are underway to move the Police Department to another location; and Whereas if the Police Department is relocated the City of U City will have the opportunity to repurpose both buildings, protecting this historic legacy for the community, Now Therefore Be It Resolved, that this City Council is committed to retaining City control and ownership of these buildings. This Council will work towards the full utilization of the Annex and the old library buildings in the future on its own, or in a public and/or private partnership, and will solicit input from residents, local architects, engineers and organizations, on how to take full advantage of the extensive space available for community uses, and on how to fund the needed renovations through the creation of a citizen-led committee. Said committee will consider the potential reuse of the buildings and financial mechanisms to accomplish said reuse in a timely manner, and present their recommendation to City Council".

Councilmember Carr distributed a copy of a notice distributed by Mayor Welsch to members of Council, and read it into the record: *"The Firefighter's Union is spreading a rumor that some firefighters have been fired for appearing on campaign mailings. Per City Manager, Lehman Walker, 'NO, firefighters have been told they will be fired'. I believe this is the one final attempt to direct the course of this election through untruths and negative campaigning. If you*

are asked, or if you hear firefighters at the polls repeat the above, please tell the voters that City Manager, Lehman Walker says no firefighters have been told they will be fired."

Councilmember Carr stated that within hours after that election in 2014, those firefighters were suspended for three months. So she has grave concerns about this resolution as you will be told that this will make all the difference, and you don't need Proposition H. She noted a resolution is not binding. Her major objections to this resolution shows disrespect to the Historic Preservation Commission and the Historical Society, who deal with these issues and they are not even mentioned. Council cannot shirk their responsibility for determining how they are going to fund this work, because it is their responsibility. She motioned that Council postpone their vote until after the election and was seconded by Councilmember Kraft.

Roll Call Vote on Councilmember Carr's motion to postpone was:

Ayes: Councilmembers Kraft, Crow, Glickert, Sharpe, Carr and Mayor Welsch

Nays: Councilmember Jennings

Mayor Welsch stated that her hope is that any resident who asked to speak on this resolution would come back on April 11th.

BILLS

N. CITIZEN PARTICIPATION (continued if needed)

Jack Breier, 511 Midvale Avenue, University City, MO

Mr. Breier expressed his opinions about the Mayor's statement outlining the rules and regulations for speakers; the disdain and disrespect displayed towards citizens with differing opinions; the incident that occurred at the Police Focus Group meeting and Council's distorted view of leadership.

(Councilmember Kraft was excused from the meeting at 8:50 p.m.)

JoAnn Roberts, 940 Alanson, University City, MO

Ms. Roberts expressed her opinions about the number of police officers in attendance at tonight's meeting; Council's failure to answer questions posed to them by residents; the incident that occurred at the Police Focus Group meeting; the use of the term "Tea Party Obstructionist," and statements made in the Mayor's newsletter.

Steve McMahon, 8135 Stanford, University City, MO

Mr. McMahon thanked staff and the architects for their contributions at the Police Focus Group meeting, in spite of the fact that many of the questions remained unanswered, and there was a shocking and offensive physical attack by Councilmember Glickert that resulted in Mr. Stewart being barred from the meeting. He then expressed his opinions about the City's prosecution of two citizens; the failure to reprimand members of Council; physical attacks made against proponents of the recall effort, and his belief that the Mayor has abdicated her role as a leader.

Thomas Jennings, 117055 Forsyth, University City, MO

Mr. Jennings stated that as a resident of U-City for 55 years, he is distraught by what has happened to this City under this current administration. He then expressed his opinions about the disdain shown to members of the community; Council's disregard for previous rules and regulations; the bond issue; outsourcing of the City's EMS to Gateway, and tonight's approval of the police facility.

Bart Stewart, 714 Harvard Avenue, University City, MO

Mr. Stewart provided a brief history of his active role in the community; the rationale behind his efforts to recall two members of Council, and the events of March of 22nd, which is the basis for his request that an investigation be conducted by St. Louis County, and his

communications with the ACLU. Mr. Stewart asked Council if they would use their power to ensure that any investigation is handled in an impartial manner because he cares about U City to let this incident deter his efforts to bring back transparency and trust.

Pat Hanlon McHugh, 7008 Amherst, University City, MO

Ms. McHugh questioned whether the following language contained in Resolution 2016-6 pertained to residents, as well as members of Council; *Therefore Be It Resolved, that this City Council is committed to retaining City control and ownership of these buildings*? Ms. McHugh then expressed her opinions about renovation of the police facility and Washington University's lack of involvement.

Raheem Adegboye, 7629 Canton Avenue, University, City MO

Mr. Adegboye stated that he has lived in U City for 34 years and loves the diversity that exists. He then appealed to everyone to work together, take responsibility, face the truth, and work for justice and peace. Mr. Adegboye expressed his opinion about the small group of people who have created this insensitive movement and enticed others to participate, without knowledge of the real issues that are at stake. He stated that there is no doubt that the incident that happened recently is bad for this City, but evil communication corrupts good manners. So he would appeal to everyone to apply their sensitivity, sensibility and civility to work together for the greater good.

Dean Smith, 6934 Dartmouth, University City, MO

Mr. Smith stated that the intellectual and rational history of U City is what has attracted so many residents that live here. So his hope is that everyone will work together to preserve these characteristics, as well as the City's heritage. He then expressed his opinions about the preservation of historic buildings, and suggested that this administration put real teeth into a law already on the books that requires that any changes or revisions to buildings in a historic district to conform to the aesthetics and architecture of that district.

Aleta Klein, 7021 Amherst Avenue, University City, MO

Ms. Klein expressed her opinions on the following topics: the incident of March 22nd; the Mayor's lack of leadership; the deterioration of basic civil rights; the suspension of five firefighters; the uncensored actions of Councilmembers Kraft and Jennings; the censorship of Councilmember Crow; the current atmosphere of resentment and lack of trust, and the aggressive and abusive interaction with an inspector from Public Works. Ms. Klein stated that as citizens, they should not allow the incident of March 22nd to be minimized, or for full blame to be placed anywhere but squarely on the shoulders of Councilmember Glickert.

Loren Grossman, 7350 Drexel, University City, MO

Mr. Grossman stated that he was here tonight to talk about the incident that occurred on March 22nd. He would only add the following quote made by Joseph Welsh, after Senator McCarthy had completed a character assassination on one of his staff members who worked for him. *"Senator, you've done enough. Have you no sense of decency, sir? At long last have you left no sense of decency,"* Councilmember Glickert?

Suzanne Greenwald, 836 Barkley Square, University City, MO

Ms. Greenwald stated that last year the Summer Camp program was cut in the 2017 budget. She stated that an email from Mayor Welsch stated the program loses \$100,000 annually. Ms. Greenwald stated that a cost analysis of last year's Summer Camp was provided to the Parks Commission, and according to that document, the total cost of the 2015 camp was \$65,027. Of that amount, \$60,410 was supplied by parents of the campers and the Parkview Gardens Association, leaving a total cost to the City of exactly \$4,617; a far cry from the \$100,000 loss reported by the Mayor. Ms. Greenwald asked that copies of the Cost Analysis

and the Mayor's email be handed out to members of Council, and that her written comments be included as an attachment to the minutes.

Jeff Hales, 7471 Kingsbury, University City, MO

Mr. Hales asked Council if any member of staff had inform them that Gateway had settled a \$25 million dollar malpractice and negligence lawsuit one month prior to signing the contract with U City? He then provided his perspective on the issue of civility and the different standards that are applied to the members of Council and citizens. Excerpts from the Mayor's deposition, referencing her feelings towards Ms. Hummel were read into the record.

Patricia McQueen, 1132 George Street, University City, MO

Ms. McQueen expressed her opinions regarding the incident that occurred at the Police Focus Group meeting and the behavior of the City's elected officials. She suggested that Council establish a Code of Conduct or enforce any standards that may already be in place, and offer counseling on anger management as one of the benefits provided to elected officials.

Linda Grabel, 530 Mapleview, University City, MO

Ms. Grabel stated that the incivility in our society at the national, state and local levels has been going on for quite some time, and many are disturbed by it. During these meetings residents have been advised repeatedly to remain civil and to refrain from making personal attacks on Councilmembers. So it only seems fair that citizens should expect to receive the same restraint and respect they are being asked to give.

Resident Lisa Hummel requested that she be given an opportunity to speak. Mayor Welsch advised Ms. Hummel that on October 13, 2014, she exceeded the time limit allowed for comments, and as a result, had been banned from speaking.

Councilmember Carr stated that there were two requests to speak on the issue of the police station, and asked the Mayor if she would consider giving them an opportunity to speak now, if they still wished to do so. Mayor Welsch informed Councilmember Carr that at the beginning of each meeting everyone who would like to speak to Council on agenda or non-agenda items are advised to submit their request form prior to the start of Council's discussion on that particular item. Councilmember Carr asked that they be allowed to provide their comments during this portion of the citizen's comments. Mayor Welsch stated that she would make an exception this time, but in the future, items for discussion should be presented prior to the commencement of Council's discussion.

Point of Order: Councilmember Crow moved to appeal the decision of the Chair, not to allow Ms. Hummel to speak and was seconded by Councilmember Carr.

Ms. Hummel advised Mayor Welsch that she had not exceeded her time limit at a previous Council meeting. Mayor Welsch informed Ms. Hummel that she had exceeded the time limit, without being granted permission, on October 13, 2014.

Roll Call Vote on Councilmember Crow's motion to appeal was:

AYES: Councilmembers Crow, Glickert, Jennings and Carr

NAYS: Councilmember Sharpe and Mayor Welsch

Mayor Welsch reminded residents and members of Council, that she was the chair of this meeting, and has the authority on whom to call to the podium. She stated that she has repeated these rules meeting after meeting, and Ms. Hummel, Mr. Simmons and Mr. Roberts, have all chosen to ignore them.

Continuation of Citizen's Comments

Pete Klamann, 611 Cornell, University City, MO

Mr. Klamann stated that he was upset that the decision was made to build a new police station because the decision was made based off of a single report. He stated that he had sent an email to Council suggesting that a smaller police facility be built in Ward 3 and that the Annex be renovated as a nonessential facility to house police administration, a substation, to maintain a presence in the Loop area, the motor pool, conference rooms and the municipal court.

Lisa Hummel, 7575 Stanford Avenue, University City, MO

Ms. Hummel called for Councilmember Glickert's resignation. She then read a quote from a U City United flyer into the record, *"Mayor Welsch has consistently violated the Council civility pledge by marginalizing those citizens and Councilmembers who disagree with her. Most recently in response to public criticism of her policies and leadership, Mayor Welsch threatened to limit our citizen participation during Council meetings"*. Ms. Hummel encouraged everyone to sign the Mayor's Recall Petition.

Resident Don Fitz informed Mayor Welsch that he had not been called as a speaker in the general comments section. Mayor Welsch advised Mr. Fitz that she had only received one request form, which she had honored.

O. COUNCIL REPORTS/BUSINESS

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

P. COUNCIL COMMENTS

Councilmember Carr read the entire statement of Andrew Roberts, a resident who was escorted out of chambers by two police officers, in spite of the fact that he had exhibited no violent behavior, into the record. Excerpt: *"When I sit down to write a statement to Council, I always feel overwhelmed. I want to speak up about everything the Council majority has done, but there is so much malpractice I can't possibly fit it into five minutes. I doubt that I could adequately address the lies, aggression and fraud, that is rampant in the City's government if I were given a full hour."* (The entire statement has been attached, and included in the minutes, per Councilmember Carr's request.)

Councilmember Carr stated that on June 18, 2014, another incident occurred. Following that incident every member of Council received a personal note from Councilmember Glickert, which stated, *"It has come to my attention that charges have been filed following a physical and verbal assault that occurred after the special session last Monday evening, against a son of a fellow U City Council person, and verbal assault against this wife. Actions apparently corroborated by two eyewitnesses. I really hope my fellow Councilmembers share my firm belief that there is NO place for violence, harassment or threats, verbal or physical, of any kind, not only in politics, but in public discourse. It is every person's individual right, no matter their race, religion or creed, to agree or disagree with someone's view, belief or opinions. But what happened last Monday evening is not only saddening, but very upsetting. It is my fervent hope that in the future we can have peaceful and democratic discussions about the current issues at-hand, as there is NO progress to be made when assaults, be it physical or verbal occur. As a lifetime citizen of U City I am glad to see the community so involved, but I can only hope that we will be held to a higher standard than resulting to threats and violence. Leo Michael Glickert."*

Councilmember Carr stated that the two residents involved in this incident were both acquitted, that what happened last Tuesday seems to fall under this same category. So we must live up to our own words.

Councilmember Crow noticed how much the rail located in front of the dais magnified the division that has been created between Council and this community. He stated that it has become obvious, that this grip on power has caused folks to forget that they answer to the people.

Councilmember Crow stated that when the Mayor came at him, there was no investigation. She maligned him, he had to pay for an attorney, and he was censured. The same actions were also taken against him by the City Manager and the City Clerk.

Regarding tonight's incident involving Ms. Hummel, Councilmember Crow stated that his recollection is that the Mayor said, *"This is my Council, my meeting, my citizens"*. His colleagues need to understand that they are creating an environment that is causing this divide to get bigger and residents have to ask themselves whether they are going to change the dynamics, silence the dynamics, or hold those who have created this dynamic responsible. Councilmember Crow encouraged everyone to vote on April the 5th.

Mayor Welsch encouraged everyone to review the Police Report to determine what really happened last week, before drawing any conclusions.

Q. ADJOURNMENT

Mayor Shelley Welsch adjourned the meeting at 10:16 p.m.

Respectfully submitted,

Joyce Pumm
City Clerk, MRCC/CMC

COUNCIL COMMENTS. MARCH 28, 2016

In regards to the altercation at the Police Focus Group last week, I urge everyone to refrain from acting as prosecutor, judge, jury and jailer. There is security video and a police investigation pending and no one directly involved should be discussing this in public. Many people confuse the legal terms for assault and battery. Just Google a law dictionary and you will learn that an **assault** is a **threat** of imminent physical harm. A **battery** is the **actual harm**, which can be as mild as an uninvited or offensive touching.

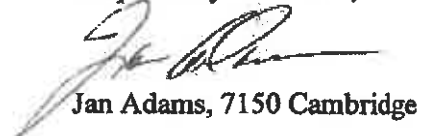
Missouri doesn't have a "stand your ground" law as broad as Florida's, but it is close. So, a person who is **the victim of an assault, or threat of harm, does not have to wait for the battery**. He or she can use defensive action to avoid the battery. For instance, if a person who is angry is advancing on you and you tell him to stop and he doesn't, you can react in self-defense, **you do not have to retreat**.

In UCity, our criminal code defines the threat of harm as a "peace disturbance" and an offensive touching as an assault, **UNLESS** the touching was in self-defense. I was a witness to the altercation that took place at the Police Focus Group. From my perspective in the last row, I will testify that one person in the altercation was advancing on the other and appeared to be committing an assault or peace disturbance. The other appeared to act in self defense.

I am surprised by some of the comments in the media that the altercation was "**unprovoked**". Define provocation. All of the folks who have sat in this Chamber month after month for the past 2 years know who the provocateurs are. The Post Dispatch just published an article reading, "In a community known lately for provocation on topics large and small..." In social media the **provocations have gotten VERY personal**, targeting a person with no consideration for collateral damage. One definition of provocateur is "demagogue", a political leader who seeks support by appealing to popular desires and prejudices rather than using rational argument **with an intent to make opponents angry**. Words intended to provoke angry responses.

Yes, a line was crossed Tuesday night. Our politics moved from provocative words to physical altercation. But that altercation certainly cannot reasonably be characterized as "**unprovoked**". I am always amazed when the provocateur gets the angry response, then plays the victim card. The event is disturbing to many, but not unexpected given the mood, not only of our City, but our entire country. It is time for all of us to dial it back. I will do my part and simply ignore personal attacks on social media, but when they get so low, that is not easy.

Respectfully submitted,



Jan Adams, 7150 Cambridge

**UNIVERSITY CITY COUNCIL MEETING - 3/28/16
TESTIMONY OF MATT O'LEARY**

Introduction:

- I am an urban real estate developer; I have done probably more adaptive reuse projects in St. Louis than anyone in last 15 years (apartments, hotels, condos, office, retail, parking, a coal burning power plant - i.e. Metropolitan Building with popcorn concrete)
- I have no personal interest in the outcome of this matter; I have lived Downtown since 1998; I am not being paid for testifying and have no business interests in U. City, working almost exclusively in the City
- I was asked to provide independent expert review by my brother who just wants to see a good process and appropriate use of U. City resources as a long term U. City resident

Testimony:

- 1) The cost of renovating the vacant Library (14,000 sf) is included in the renovation costs for the Annex, but there is no indication that the SF are needed or intended to be used; why is this \$6mm+ being assigned against the rehab?
- 2) The \$300/sf base figure for renovating the ground through 3rd floors of the Annex (not including abatement, structure, skin and site) is way out of line; the City of St. Louis renovated their headquarters for \$70/sf starting with a 1980's office building, and that was all in, including FF&E; the Annex will certainly be quite a bit more than the City headquarters because of size of facility, age of facility, character of the existing shell / improvements etc..., but not 4 times plus; I would get \$175/sf or less based upon my history
- 3) The rehab plan involves complete removal and reinstallation of the exterior walls for water protection reasons (and potentially structural); that is simply not done in the industry; that is over \$1.3mm with markup - tuckpointing
- 4) There are costs for the new construction option that are not included in the \$12mm figure, including the cost of acquiring the 3-3.5 acres as well as the cost of dealing with the abandoned annex (carrying it, tearing it down, etc...); it keeps being characterized as a \$12mm police station; it likely well north of \$14mm
- 5) The report concludes historic tax credits cannot be used for this project; that is not the case using a disqualified lease structure; it would cover up to 35% of the renovation costs
- 6) There is no discussion of the possibility of not moving the municipal courts or moving it elsewhere, which should be on the table; if the goal is to keep the project budget as close to the \$7mm allocated to it, strong consideration should be given to this

Conclusion:

- I don't find the report credible
- My guess is the adaptive reuse of the Annex would actually be cheaper than new construction, even without historic tax credits; and, that cost could be substantially reduced with not including the municipal courts in the structure with the police and/or using historic tax credits

UNIVERSITY CITY - POLICE HEADQUARTERS OPTIONS

ADAPTIVE REUSE BUDGET - NO HISTORIC TAX CREDITS

Category	Cost / SF	SF	Total Cost	MDO Adjusted Budget	Assumptions Behind Adjustments
Annex Building - Renovation (\$/sf)	\$ 300	26,096	\$ 7,828,800	\$ 4,566,800	\$175/sf
Basement/3rd Floor Renov.	\$ 100	11,079	\$ 1,107,900	\$ 1,107,900	
Building Addition	\$ 240	6,208	\$ 1,489,920	\$ 1,489,920	
Annex Building - Façade Demo/Reconstruction (\$/sf)	\$ 95	10,062	\$ 955,890	\$ 250,000	Tuckpointing instead of rebuilding
Annex Building - Essential Services Structure			\$ 1,700,000	\$ 1,700,000	This is likely inflated but extent is uncertain
Library Building - Renovation	\$ 300	9,400	\$ 2,820,000	\$ -	
Library Building - Façade Demo/Reconstruction	\$ 100	4,700	\$ 470,000	\$ -	
Library Building - Essential Services Structure	\$ 95	5,640	\$ 535,800	\$ -	
Environmental Abatement			\$ 639,200	\$ -	
Site (Retaining Walls Req'd)			\$ 241,435	\$ 241,435	
Subtotal Renovation Cost:			\$ 500,000	\$ 350,000	Reduction: Just not that much work
Design Contingency (Unforeseen/Phasing)		15%	\$ 18,288,945	\$ 9,706,055	
Renovation/Addition (Hard Cost)		43,383 sf	\$ 21,032,287	\$ 11,161,963	Same percentage on less cost
Allowance For Soft Costs		20%	\$ 4,206,457	\$ 2,232,393	Same percentage on less cost
Total Project Budget (2016 Dollars)			\$ 25,238,744	\$ 13,394,356	

NEW CONSTRUCTION BUDGET

Category	Cost / SF	SF / Acres	Total Cost	MDO Adjusted Budget	Assumptions Behind Adjustments
New Building	\$ 240	37,779	\$ 9,066,960	\$ 9,066,960	
Site (per acre)	\$ 150,000	2.5	\$ 375,000	\$ 600,000	\$200,000 per acre; 3 acres
Subtotal Building Cost:			\$ 9,441,960	\$ 9,666,960	
Design Contingency (Unforeseen/Phasing)		10%	\$ 944,196	\$ 966,696	
Renovation/Addition (Hard Cost)		43,383 sf	\$ 10,386,156	\$ 10,633,656	Same percentage on less cost
Allowance For Soft Costs		20%	\$ 2,077,231	\$ 2,126,731	Same percentage on less cost
Total Project Budget (2016 Dollars)			\$ 12,463,387	\$ 12,760,387	
Acquisition				\$ 1,524,600	
Disposition / Carry of Vacant Annex Building	\$ 10	3.5		\$ 500,000	
				\$ 14,784,987	

Testimony of Suzanne Greenwald, 836 Barkley Square, U.City, 63130,
3/28/2016

Ladies and Gentlemen, I am here today to expose a discrepancy of \$95,383 in U. City's reporting of the Summer Camp funding.

Last year, when the budget was being discussed, Mayor Welsch, Councilmen Kraft, and Jennings voted to cut this year's Summer Camp. (They were outvoted). The Mayor explained that the reason for their vote was the excessive cost of the Camp to U. City taxpayers.

At the time I was confused about the exact cost to the City and also about the nature of the expenditure; the Summer Camp's funding was labeled as a "deficit," a loss, instead of a normal expenditure.

On October 8th of last year, the Mayor sent an e-mail to citizens interested in working to improve the Camp. In that e-mail, some of my confusion was clarified. She specified an exact amount. The Mayor said the Summer Camp program "loses" about \$100,000 annually of taxpayers money. (Again, a "loss", not a normal expenditure.)

A few weeks ago, a cost analysis of last year's Summer Camp was provided to the Parks Commission. According to that document, the total cost of the 2015 Camp was \$65,027. Of that \$65,027, \$60,410 was supplied by parents of the campers, and by the Parkview Gardens Association, leaving a total cost to the City of \$4,617—a far cry from the \$100,000 "loss" reported by the Mayor.

I am now left with two questions:

1. If there was indeed a \$100,000 loss, what happened to the \$95,383 that is not accounted for? The City claims a cost of \$100,000, but the actual cost to the city was \$4,617. Where is the \$95,383 difference between the cost claimed by the City and the actual cost spent by the City?
2. What was the true reason why the Mayor and Councilmen Jennings and Kraft voted to eliminate the Summer Camp from the budget since obviously it wasn't the excessive cost. I question, especially Mr. Jennings, who has spoken quite passionately, on several occasions, on the need to support our youth.

Now, I understand, Mayor Welsch, that I am not entitled to a response at this meeting. But, please, won't you ask tonight's Council to make an exception to your "no response" rule so that you can publicly explain this large discrepancy?

I have copies of the Mayor's e-mail and the Parks Commission document to distribute.

(Ms. Pumm, Would you please include this speech as an attachment to the minutes of this Council session.)

Olivette Lanes		Olivette Lanes		Tennis Instructor		Juggling Jeff	
Aquaport		Aquaport		Art Instructor		Reptile Guy	
Ruth Park GC	\$0	Ruth Park GC	\$0	Zumba Instructor	\$80.00	Total Cost: \$550.00	
Grants Farm	\$0	Grants Farm	\$0	Baseball Clinic	\$125.00		
City Museum	\$162.00	City Museum	\$330.00	Safety Street	\$0		
Science Center	\$631.00	Science Center	\$0	Karate Workshops	\$350.00	Heman Pool 2x/wk. *no swimming instruction provided	
Ruth Park GC	\$0	Ruth Park GC	\$0	Total Cost: \$1,092.50			
St. Louis Zoo	\$0	St. Louis Zoo	\$660.00				
Incredible Pizza	\$290	Incredible Pizza	\$275.00				
Ruth Park GC	\$0	Ruth Park GC	\$165.00				
Botanical Gardens	\$23.00	Botanical Gardens	\$632.50				
Ruth Park GC	\$0	Ruth Park GC	\$165.00				
AMC Theatre	\$263.00	AMC Theatre	\$233.75				
Total Cost: \$2,611.00		Total Cost: \$5,770.05					

Camper T-shirts	\$1,496.45	Metro Camp Training	\$100.00	June	\$464.03	23 staff (3 as inclusion aides for special needs participants)	\$51,350.00
Staff T-shirts	\$557.42	S&S Worldwide Supply	\$465.39	July	\$570.30	Total Cost:	\$51,350.00
Total Cost:		\$2,053.87		Total Cost:			
				*breakfast/ snacks; participate in S&C lunch program		Total Expenditures	
				Revenue:			
				Camp Participants		U City Scholarship	
				PVG Reimbursement		(parent portion)	
				PVG Parent Portion			
				\$315.00		Total Revenue	
						\$60,410.00	

Parents pay 100%

Total # of Participants 111
 Pkview Garden Scholarships - 21
 U City Scholarships - 29
 Parents get a reduction in cost

Parents pay 100%

406.00	- parents pay this amount
410.00	after
	Scholarship fines
	Discount

212

Total # of Participants 111
pkview Garden Scholarships - 21
U City Scholarships - 29
Parents get a reduction in cost

----- Forwarded message -----

From: "Craig Owens" <cowens@claytonmo.gov>

Date: Mar 17, 2016 5:42 PM

Subject: Clayton Police Building

To: "jeff@adleap.com" <jeff@adleap.com>

Cc:

Here is what our architect said:

The 10 S. Brentwood project was designed in compliance with **Occupancy Category IV** (buildings designated as **essential facilities**, which includes **police stations**) as stipulated by Chapter 16: Structural Design of the 2009 International Building Code (IBC). Certain systems were also designed with a Seismic Importance Factor of 1.5 as stipulated by Chapter 16 of the 2009 IBC, and by referenced standard ASCE 7-05 (Minimum Design Loads for Buildings and Other Structures, published by the American Society of Civil Engineers).

If you need something else, please let me know. Good luck.

Craig S. Owens

City Manager

314.290.8400 • Fax 314.863.0295 •
cowens@claytonmo.gov

CITY OF CLAYTON - Administration

10 North Bemiston Avenue • Clayton, MO 63105 • www.claytonmo.gov

VISION: Clayton is recognized regionally and nationally as a premier city of its size and character. The community is a safe, vibrant destination defined by its unique combination of leading businesses and educational institutions, the seat of county government and picturesque neighborhoods, all of which combine to provide an exceptional quality of life.

March 28, 2016

Statement to Council

Andrew Roberts
940 Alameda Dr.

When I sit down to write a statement to Council, I always feel overwhelmed. I want to speak up about everything the Council majority has done, but there is so much malpractice I can't possibly fit it into five minutes. I doubt that I could adequately address the lies, aggression, and fraud rampant in this city's government if I were given a full hour. I'm glad we have so many people standing up against the Welsh agenda so that I can gloss over the EMS debacle, the retaliatory and personal nature of the City Manager's actions, the corruption evident in the irrational process employed in the building of a new police station, the violations of our freedom of speech, the lies levied against Councilmembers and citizens alike... See? It's easy to get carried away trying to undo all the injustice done by Welsh and her supporters.

One more thing before I begin with the most important thing I have to say. Mr. Jennings, you say you avoid contentious issues because you don't want to upset people. That's laughably nonsensical. You are an elected official, and as such, it is your job to take on controversial issues and resolve them with compromise and rationality for the benefit of the people. If you cannot handle people being upset with you, even when they call you names or shout at you, you have no business in politics.

Now on to the issue at hand. Mr. Glickert: you must resign. If I had no knowledge of your history on Council, if I supported the Mayor at every turn, if I believed that Councilmembers Carr and Crow really were Tea Partiers, I would still demand your resignation for what you have done. We are not talking about a simple misunderstanding, nor are we talking about a little roughness which might be forgiven in another setting. You are an elected official, which means you must be held to a higher standard than anyone else. You are one of the faces of this community, and bear responsibility for its representation. It is absolutely unacceptable to allow your frustration at your opponents' success to turn to physical violence against them. We cannot allow a precedent to be set that permits such outrageous behaviour. You were not provoked, but even if you had been, you bear primary responsibility for your response. If a few leaflets are enough to force you to assault a citizen, you have no right to sit in that chair anymore. Every day you delay your resignation should provoke another Council censure. Resign now to retain what little dignity you have left.

michael glickert <imglickert@yahoo.com>

June 18, 2014 10:47 AM

To: "Ms. Shelley Welsch"

<shelleywelsch@ucitymo.com>, Shelley Welsch <Mayor@ucitymo.org>,
"terry@cttlaw.net" <terry@cttlaw.net>, Rod Jennings <rjmiracle007@gmail.com>,
"paulette_carr@sbcglobal.net" <paulette_carr@sbcglobal.net>, Steve Kraft
<kraftstephene@gmail.com>

Cc: Joyce Pumm <jpumm@ucitymo.org>, Lehman Walker <lwalker@ucitymo.org>

Reply-To: michael glickert <imglickert@outlook.com>

a personal note to my colleagues

All,

"It's come to my attention that charges have been filed following a physical and verbal assault that occurred after the special session last Monday evening against the son of a fellow University City council person and verbal assault against his wife. Actions apparently corroborated by two eye witnesses.

I really hope my fellow councilmembers share my firm belief that there is NO place for violence, harassment or threats. verbal or physical of any kind-not only in politics but in any public discourse. It is every person's individual right, no matter their race, religion or creed to agree or disagree with someone's view, belief's or opinion's but what happened last Monday evening is not only saddening but very upsetting! It is my fervent hope that in the future we can have a peaceful and democratic discussion about the current issues at hand.

As there is NO progress to be made when assaults, be it physical or verbal occur. As a lifetime citizen of University City, I am glad to see the community so involved but I can only hope we will be held to a higher standard than resulting to threats and violence".

Best to you all,

Leo Michael Glickert



The firefighters' union is spreading a rumor that some firefighters have been fired for appearing on campaign mailings.

Per City Manager Lehman Walker NO firefighters have been told they will be fired.

I believe this is one final attempt to direct the course of this election through untruths and negative campaigning.

If you are asked, or if it you hear firefighters at the polls repeat the above, please tell voters that:

City Manager Lehman Walker says NO firefighters have been told they will be fired.

Shelley Welsch for Mayor

7141 Delmar Boulevard • University City, MO 63130-4304 • 314-727-6852 • welschformayor@ucitymo.com
Paid for by Shelley Welsch for Mayor Treasurer Steve Selipsky

Jeff Hales <jeff@adleap.com>
To: Terry Crow <terry@cttlaw.net>, Paulette Carr
<paulettexcarr@gmail.com>
Fwd: Clayton Police Building

March 17, 2016 5:49 PM

Fyi

----- Forwarded message -----
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Subject: Clayton Police Building
To: "jeff@adleap.com" <jeff@adleap.com>
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If you need something else, please let me know. Good luck.

Craig S. Owens

City Manager

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Council Agenda Item Cover

MEETING DATE: March 8, 2021

AGENDA ITEM TITLE: Insurance and Waiver Requirements for Athletic Field Use

AGENDA SECTION: City Managers Report

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: Darren Dunkle, Director of Parks, Recreation and Forestry

BACKGROUND REVIEW:

As a standard practice, the City like most municipalities require organized users of facilities, to provide limits equal to or greater than the sovereign immunity limits (The sovereign immunity limits for public entities are calculated by the State of Missouri and published annually in the Missouri Register per Section 537.610 RSMo. For 2021, the amount for all claims arising out of a single accident or occurrence is \$2,940,868, and for any one person in a single accident or occurrence is \$441,130). These municipalities also generally require some type of indemnification/hold harmless waiver.

Furthermore, with the outbreak of the COVID-19 pandemic and the need to reopen and operate in a safe manner, and not wanting to facilitate the coronavirus spreading. Some municipalities have chosen to expand on the indemnification/hold harmless waiver and have added language to be indemnified against possible COVID related lawsuits in case any organization using their facilities isn't following St. Louis County Health Guidelines. Therefore, the City has implemented a requirement that all outside organizations would need to sign a waiver on behalf of the organization, as well as all individual participants would need to sign a waiver as well.

At a recent Metro Park Directors Zoom meeting the cities of Bellefontaine Neighbors, Chesterfield, Clayton, Crestwood, Ellisville, Ferguson, Olivette, Jennings, Overland, St. Louis City, Sunset Hills, Webster Groves, Wentzville, St. Louis County, and Tower Grove Park all indicated that they required some level of insurance and indemnification waiver for organized groups to use their athletic facilities.

At the March 2, 2021 meeting of the Parks Commission, the Commission made the following recommendations as it relates to the requirement of insurance and waivers for the use of athletic fields:

- *The Parks Commission recommends doing away with the requirement of insurance to rent/use athletic fields (However, it was stated that if City Council disagrees with doing away with insurance, they should consider lowering the limits down to a reasonable amount of either \$1 million or \$2 million).*
- *The Parks Commission recommends that the University City School District be allowed to not have waiver requirements for visiting opponents this season, and to perform an immediate review with other organizations as to their waiver process to lessen the burden.*
- *The Parks Commission recommends that the waiver form be simplified and to remove the waiver for defects on city property.*

RECOMMENDATION: In an effort to provide staff with time this year to notify all organizations that normally use our ballfields of our insurance requirements, City Manager recommends easing the insurance requirements for those organizations willing to sign a hold harmless waiver.



Council Agenda Item Cover

_ MEETING DATE: March 8, 2021

AGENDA ITEM TITLE: An Ordinance Amending Section 230.130 of the Municipal Code of the City of University City, Missouri, Relating to Delinquent Refuse Collection Fees, Collection Policies, and Hearing and Appeal

AGENDA SECTION: Unfinished Business - Bills

CAN THIS ITEM BE RESCHEDULED? : Yes

PREPARED/SUBMITTED BY: Keith Cole, Director of Finance

BACKGROUND REVIEW:

This Bill amends Municipal Code Section 230.130.A by authorizing the City Manager to approve the waiver of penalties and interest and amnesty programs. Section 230.130.A currently provides: "The Director of Finance is authorized to establish collection policies for delinquent fees, penalties, and interest, including, but not limited to, payment plans and, if approved by the City Council, the waiver of penalties and interest and amnesty programs." The Bill substitutes City Manager for City Council.

By way of legislative history, on February 25, 2008, Ordinance No. 6733 was passed. Among other things, it provided for the waiver of penalties and interest and amnesty programs "if approved by the City Council." Prior to February 25, 2008, the City Manager, as the chief administrative officer under Charter Section 19, was responsible for such affairs to the extent allowed by the Charter and Municipal Code.

RECOMMENDATION:

City Manager recommends approval.

Attachments:

1. Bill No. 9426

INTRODUCED BY: Councilmember Bwayne Smotherson

DATE: February 22, 2021

BILL NO. 9426

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 230.130 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO DELINQUENT REFUSE COLLECTION FEES, COLLECTION POLICIES, AND HEARING AND APPEAL

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

Section 1. Section 230.130 of the Municipal Code of the City of University City, Missouri, relating to delinquent refuse collection fees, collection policies, and hearing and appeal, is hereby amended, so that Section 230.130, as so amended, shall read as follows:

Section 230.130. Delinquent Fees--Collection Policies--Hearing and Appeal.

A.

The Director of Finance is authorized to establish collection policies for delinquent fees, penalties, and interest, including, but not limited to, payment plans and, if approved by the City Manager, the waiver of penalties and interest and amnesty programs.

B.

Any owner who disputes the validity or amount of the fees or penalties charged under this Chapter may request in writing a hearing before the Director of Finance not later than ten (10) business days following the date of the notice of delinquency provided for in Section **230.140**, which said notice shall also include notice of the right to a hearing. A hearing request shall assert specific grounds for review, and the Director of Finance shall hold a hearing within ten (10) business days following the date of the request. The Director of Finance shall render a decision on the appeal within fifteen (15) business days of the hearing. The Director of Finance's decision shall be in writing and supported by findings establishing the basis for the decision. Any person aggrieved by the final determination of the Director of Finance may file a petition for review pursuant to Chapter 536, RSMo., as amended, in the Circuit Court of the County of St. Louis. Such petition shall be filed within thirty (30) days of the Director of Finance's final determination.

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

PASSED and ADOPTED this day of 2021.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: March 8, 2021

AGENDA ITEM TITLE: Resolution for Fiscal Year 2020-2021 Budget Amendment #2

AGENDA SECTION: New Business - Resolutions

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: Keith Cole, Director of Finance

BACKGROUND REVIEW:

Attached is the second budget amendment of fiscal year 2021. This amendment incorporates the increases and decreases of revenues and expenditures of the below mentioned Funds.

General Fund

Revenues:

- 1) Increase in Railroad & Other Utilities of \$11,000 due to receiving more revenue than expected from St. Louis County.
- 2) Decrease in Grant Revenue – Police of \$111,111 due to funds may not be expensed until FY2022. Police Department is inquiring with U.S. Department of Justice for further guidance on when the funds can be used. Police Department was awarded \$333,334 to hire two (2) police officers to cover a three (3) year award period. Local match required for the award is \$206,150 over a three (3) year period.
- 3) Increase in Non-Operating Income of \$916,250 due to receiving the second ½ of the \$2.4 million from St. Louis County Municipal Relief Program, CARES Act. \$300,000 was allocated to the Public Safety Sales Tax Fund for a total amount received \$1,216,249.50.
- 4) Increase in Weed & Debris – Current of \$10,000 due to recognizing Miscellaneous Billing revenue for Weed Bills from citations issued by the Planning & Development. Decrease in Weeds & Debris – Delinquent of \$10,000 due to revenue from St. Louis County coming in under budget for the fiscal year. No impact to fund reserves.
- 5) Decrease in Parking Meter Collections of \$50,000 due to collections are down mainly in the Loop area due to COVID-19.
- 6) Decrease in Court Fines, Court Courts, and Bond Forfeiture for a total of \$288,000 due to not having in person court due to COVID-19. Since there is no court, courts are not able to forfeit bonds from issued warrants.

7) Increase in Monthly Parking Permits of \$6,000 due to the City entered into a Parking Space Agreement with 6662 Delmar SL LLC, for the use of up to ten (10) non-exclusive public parking spaces to be used by patrons of Medical Marijuana Dispensary at 6662 Delmar Blvd.

8) Increase in Interest – Investments of \$10,000 due to the markets being favorably for the first seven (7) months of the FY. Decrease in Interest – Sales Tax of \$10,000 due to receiving less interest from delinquent sales tax from the State than anticipated. No impact to fund reserves.

Expenditures:

1) Legislative

a. Increase in Insurance – Liability of \$922 and Insurance – Public Officials of \$1,627 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.

b. Increase in Telephone & Pagers of \$270 due to under budgeted monthly fees.

The amount of \$270 will need to be transferred from fund reserves.

2) City Manager's Office - Communications

a. Increase in Professional Services of \$15,000 due to PR/Marketing services. Costs were not in original budget line item.

b. Increase in Printing Services of \$5,000 due to printing costs for Annual Report.

The total amount of \$20,000 will need to be transferred from fund reserves.

3) City Manager's Office

a. Increase in Legal Services of \$40,000 due to legal services relating to legal matters.

b. Increase in Insurance – Liability of \$922 and Insurance – Public Officials of \$4,678 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.

c. Increase in Office Supplies of \$500 due to cover necessary costs for supplies.

The total amount of \$40,500 will need to be transferred from fund reserves.

4) Human Resources

a. Increase in Insurance – Liability of \$922 and Insurance – Public Officials of \$2,517 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.

b. Increase in Telephone & Pagers of \$527 due to under budgeted monthly fees.

c. Increase in Memberships & Certifications of \$245 due to fees higher than originally expected.

d. Increase in Miscellaneous Operating Services of \$2,000 due to increase in Employee Wellness Plan costs, which is a benefit paid by the City.

The total amount of \$2,772 will need to be transferred from fund reserves.

5) Finance

a. Increase in Temporary Labor of \$69,100 due to hiring temporary employee to fill Accountant position.

- b. Increase in Insurance – Liability of \$922 and Insurance – Public Officials of \$7,070 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.
- c. Increase in Technology Services of \$7,000 due to annual InTouch (Kronos) costs and Zoom fees allocated that were not part of original budget.
- d. Increase in Bank & Credit Card Fees of \$24,000 due to an increase in credit card transactions, results in higher credit card fees.

The total amount of \$100,100 will need to be transferred from fund reserves.

6) **Information Technology**

- a. Increase in Professional Services of \$2,000 due to the need for Tech Support.
- b. Increase in Insurance – Liability of \$922 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.

The total amount of \$2,000 will need to be transferred from fund reserves.

7) **Municipal Courts**

- a. Increase in Insurance – Liability of \$922 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.
- b. Increase in Technology Services of \$9,175 due to higher than expected fees from REJIS.
- c. Increase in Miscellaneous Operating Services of \$1,300 due to costs associated with Shred-It USA.

The total amount of \$10,475 will need to be transferred from fund reserves.

8) **Police**

- a. Decrease in Grants – Salaries-Full Time of \$68,717 due to funds that were awarded from U.S. Department of Justice to hire two (2) police officers may not be expensed until FY2022. Police Department is inquiring with U.S. Department of Justice for further guidance on when the funds can be used. Police Department was awarded \$333,334 to hire two (2) police officers to cover a three (3) year award period. Local match required for the award is \$206,150 over a three (3) year period. The amount of \$68,717 represents one (1) year period.
- b. Increase in Salaries-Part-Time & Temp of \$35,000 due to using part-time staff to perform various tasks. Not included in original budget.
- c. Increase in Clothing Allowance of \$3,400 due to allowance not part of original budget.
- d. Increase in Residency Allowance of \$9,700 due to allowance not part of original budget.
- e. Increase in Insurance – Property & Auto of \$10,000 and Insurance – Police Liability of \$4,885 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.

The total amount of \$20,617 will be an addition to fund reserves.

9) **Fire**

- a. Decrease in Insurance – Property & Auto of \$10,000 due to reallocating from Fire – Property & Auto to Police – Property & Auto. No impact to fund reserves.

b. Increase in Vehicles & Equipment of \$24,000 due to funds allocated for Oxygen Generation System. Total cost is \$32,500, but \$8,500 is being allocated from the Public Safety Sales Tax Fund. The \$24,000 was approved by City Council on June 22, 2020 as part of the Committed Fund Reserves.

10) Public Works – Facilities Maintenance

a. Decrease in Insurance – Property & Auto of \$15,000 due to reallocating to various departments for Insurance liability accounts. No impact to fund reserves.

b. Increase in Equipment Maintenance of \$5,000 due to work on HVAC and boiler system that was not anticipated.

The total amount \$5,000 will need to be transferred from fund reserves.

11) Planning & Development

a. Increase in Salaries-Part-Time & Temp of \$19,600 due to hiring part-time staff that was not part of original budget.

b. Increase in Temporary Labor of \$18,000 due to hiring temporary staff to assist in administrative tasks, Above All Personnel.

c. Increase in Insurance – Liability of \$1,070 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.

The total amount of \$37,600 will need to be transferred from fund reserves.

12) Parks, Recreation & Forestry – Park Maintenance

a. Increase in Professional Services of \$6,000 due to professional services for Tree Inventory.

b. Decrease in Insurance – Property & Auto of \$14,501 due to reallocating to various departments for Insurance liability accounts. No impact to fund reserves.

c. Increase in Insurance – Flood of \$3,505 due to premiums were higher than originally expected.

The total amount of \$9,505 will need to be transferred from fund reserves.

13) Parks, Recreation & Forestry - Aquatics

a. Increase in Insurance – Liability of \$1,061 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.

14) Parks, Recreation & Forestry – Centennial Commons

a. Increase in Insurance – Liability of \$1,061 due to increase in premiums, higher than originally anticipated. Costs will be offset by Public Works – Facilities, Insurance – Property & Auto and Parks, Recreation, & Forestry – Park Maintenance, Insurance – Property & Auto. No impact to fund reserves.

Fleet Maintenance Fund

- 1) Increase in Insurance – Liability of \$1,300 due to increase in premiums, higher than originally anticipated. Costs will be reallocated from account Insurance – Property & Auto. No impact to fund reserves.
- 2) Increase in Natural Gas of \$5,000 due to increase in usage and increase not reflected in original budget.
- 3) Increase in Vehicles & Equipment of \$10,279 due to fuel tank emergency repairs. Repairs were not anticipated nor budgeted. Repairs were ratified by City Council on January 11, 2021.

The total amount of \$15,279 will need to be transferred from fund reserves.

Sewer Lateral Fund

- 1) Increase in Insurance – Liability of \$1,449 due to increase in premiums, higher than originally anticipated. The amount of \$1,449 will need to be transferred from fund reserves.

Solid Waste Fund

Administration

- 1) Increase in Professional Services of \$18,750 due to funding for Internal Audit of Solid Waste Refuse Billing process from outside accounting firm.
- 2) Increase in Insurance – Liability of \$1,586 due to increase in premiums, higher than originally anticipated.

Operations

- 3) Increase in Temporary Labor of \$50,000 due to utilizing temporary labor for solid waste collections. Decrease in Waste Dumping Fees of \$20,000 and Solid Waste Supplies of \$30,000 to offset the increase in Temporary Labor. No impact to fund reserves.
- 4) Increase in Insurance – Liability of \$1,329 due to increase in premiums, higher than originally anticipated.

Leaf Collections

- 5) Increase in Maintenance Contracts of \$30,000 due to costs associated with St. Louis Composting. Costs of composting higher than expected.
- 6) Increase in Hardware & Hand Tools of \$2,000 due to underestimated during original budget.

The total amount of \$53,665 will need to be transferred from fund reserves.

Economic Development Retail Sales Tax Fund

- 1) Increase in Professional Services of \$48,000 due to funding for Economic Development Strategic Plan. The funding for this was approved by City Council at the June 22, 2020 meeting as part of the Committed Fund Reserves.
- 2) Increase in Professional Services of \$19,000. At the October 15, 2019 meeting of the Economic Development Retail Sales Tax Board, the Loop Lighting Study project for \$19,000 was approved and recommended to City Council for final approval. City Council approved the project on October 28, 2019. No expense occurred in FY2020. The study was complete in August 2020.
- 3) Increase in Professional Services of \$46,163 due to funding for University City School District – Emergency Medical Technicians (EMT) training program. Funding was approved by City Council at the January 11, 2021 meeting.

The total amount of \$113,163 will need to be transferred from fund reserves.

Public Safety Sales Tax Fund

- 1) Increase in Insurance Recoveries (Revenue) of \$11,200 due to received proceeds from insurance company for the loss of Car 99 police equipment.
- 2) Increase in Non-Operating Income (Revenue) of \$300,000 due to receiving the second ½ of the \$2.4 million from St. Louis County Municipal Relief Program, CARES Act. \$916,250 was allocated to the General Fund for a total amount received \$1,216,249.50.
- 3) Increase in Vehicles & Equipment of \$8,500 due to funding for Oxygen Generation System. Total cost is \$32,500, however, \$24,000 is allocated from the General Fund as part of the Committed Fund Reserves that was approved by City Council on June 22, 2020.

The amount of \$302,700 will be an addition to fund reserves.

Golf Course Fund

- 1) Increase in Insurance – Liability of \$735 due to increase in premiums, higher than originally anticipated. Costs will be reallocated from account Insurance – Property & Auto. No impact to fund reserves.
- 2) Increase in Water of \$13,000 due to costs associated with watering the course. Underestimated costs in original budget.
- 3) Increase in Bank & Credit Card Fees of \$5,000 due to an increase in credit card transactions, results in higher credit card fees.

The total amount of \$18,000 will need to be transferred from fund reserves.

The effect on the General Fund from the above amendments is as follows:

Original Adopted Budget (Deficit)	\$ (481,615)
Change in Budget Amendment #1	1,081,796
Balance after Budget Amendment #1	\$ 600,181
Change in Budget Amendment #2	252,534
Balance after Budget Amendment #2	852,715

The changes in Budget Amendment #2 will have an addition to the General Fund, fund reserves by \$252,534. The changes in the Fleet Maintenance, Sewer Lateral, Solid Waste, Economic Development Retail Sales Tax, and Golf Course will have a reduction in fund reserves by \$15,279, \$1,449, \$53,665, \$113,163, and \$18,000, respectively. The change will have an addition to the Public Safety Sales Tax fund reserves by \$302,700.

RECOMMENDATION:

The City Manager recommends the City Council approve the Resolution for fiscal year 2020-2021 Budget Amendment #2.

ATTACHMENTS:

- 1) Budget Amendment Details
- 2) Resolution for Approval of the Amendment

**FY21 Budget Amendment #2
To Be Approved by City Council
March 8, 2021**

General Fund:

	<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
	<u>Revenues</u>			
1)	4025 Railroad & Other Utilities	11,000		Increase due to receiving more revenue than expected from St. Louis County.
2)	4205.3 Grant Revenues - Police		(111,111)	Decrease due to funds may not be expensed until FY2022. Police Dept inquiring with U.S. Department of Justice for further guidance on when the funds can be used. Police Dept was awarded \$333,334 to hire two (2) police officers to cover a three (3) year period. Local match is \$206,150 over a three (3) year period.
3)	4807 Non-Operating Income	916,250		Increase due to receiving the 2nd 1/2 of the \$2.4M from St. Louis County Municipal Relief Program (CARES Act). \$300,000 allocated to Public Safety.
4)	4545 Weed & Debris - Current 4550 Weed & Debris - Delinquent	10,000	(10,000)	Increase in Current due to recognizing Misc Billing revenue for Weed Bills from Planning & Dev issued citations. Delinquent is coming in well under budget for the FY.
5)	4701 Parking Meter Collections		(50,000)	Decrease due to collections are down mainly in the Loop due to COVID-19.
6)	4705 Court Fines 4710 Court Costs 4725 Bond Forfeiture		(220,000) (55,000) (13,000)	Decrease in Court due to not having in person court due to COVID-19. Since there is no court, courts not able to forfeit bonds from issued warrants.
7)	4755 Monthly Parking Permits	6,000		The City entered into a Parking Space Agreement with 6662 Delmar SL LLC, for the use of up to ten (10) non-exclusive public parking spaces to be used by patrons of Medical Marijuana Dispensary at 6662 Delmar Blvd.
8)	4852 Interest - Investments 4855 Interest - Sales Tax	10,000	(10,000)	Increase due to markets are favorably for the first seven (7) months of FY. Move from one account to another.
	Change (Increase) in Revenues		484,139	

**FY21 Budget Amendment #2
To Be Approved by City Council
March 8, 2021**

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
<u>Expenditures</u>			
1) Legislative			
6170 Insurance - Liability	922		Increase due to premiums were higher than originally expected.
6220 Insurance - Public Officials	1,627		
6270 Telephone & Pagers	270		Increase due to under budgeted monthly fees
2) City Manager's Office - Asst CM - Communications			
6010 Professional Services	15,000		Increase due to PR/Marketing services paid from this account. Not in original budget line item.
6150 Printing Services	5,000		Increase due to printing costs for Annual Report.
City Manager's Office			
6020 Legal Services	40,000		Increase in legal services due to legal matters.
6170 Insurance - Liability	922		Increase due to premiums were higher than originally expected.
6220 Insurance - Public Officials	4,678		
7001 Office Supplies	500		Increase to cover the necessary cost for supplies.
3) Human Resources			
6170 Insurance - Liability	922		Increase due to premiums were higher than originally expected.
6220 Insurance - Public Officials	2,517		
6270 Telephone & Pagers	527		Increase due to under budgeted monthly fees
6650 Memberships & Certifications	245		Increase due to fees higher than originally expected.
6700 Misc Operating Services	2,000		Increase for Employee Wellness plan costs, which is a benefit paid by the City.
4) Finance			
6070 Temporary Labor	69,100		Increase due to hiring temporary employee to fill Accountant position.
6170 Insurance - Liability	922		Increase due to premiums were higher than originally expected.
6220 Insurance - Public Officials	7,070		
6560 Technology Services	7,000		Increase due to annual InTouch (Kronos) costs and Zoom fees allocated were not part of original budget.
6770 Bank & Credit Card Fees	24,000		Increase in bank and credit card fees has increased dramatically thus far in the FY.
5) Information Technology			
6010 Professional Services	2,000		Increase due to the need for Tech Support.
6170 Insurance - Liability	922		Increase due to premiums were higher than originally expected.
6) Municipal Courts			
6170 Insurance - Liability	922		Increase due to premiums were higher than originally expected.
6560 Technology Services	9,175		Increase due to higher than expected fees from REJIS.
6700 Misc Operating Services	1,300		Increase due to costs for Shred-It USA. Not budgeted.
7) Police			
5001 Salaries-Full-Time - Grants		(68,717)	Decrease due to funds that were awarded from U.S. Dept. of Justice to hire two (2) police officers may not be expensed until FY2022.
5340 Salaries-Part-Time & Temp	35,000		Increase due to using part-time staff to perform various tasks. Not included in original budget.
5700 Clothing Allowance	3,400		Increase due to allowance not part of original budget.
5780 Residency Allowance	9,700		Increase due to allowance not part of original budget.
6160 Insurance - Property & Auto	10,000		Increase due to premiums were higher than originally expected.
6230 Insurance - Police Liability	4,885		

**FY21 Budget Amendment #2
To Be Approved by City Council
March 8, 2021**

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
<u>Expenditures</u>			
8) Fire			
6160 Insurance - Property & Auto		(10,000)	Reallocating from Fire - Property & Auto to Police - Property & Auto
8200 Vehicles & Equipment	24,000		Funding for Oxygen Generation System. Approved by Council 06/22/20 as part of Committed Fund Reserves. \$8,500 allocated funding from Public Safety.
9) Public Works - Facilities Maintenance			
6160 Insurance - Property & Auto		(15,000)	Reallocating to various departments for Insurance Liability accounts
6380 Equipment Maintenance	5,000		Increase due to work on HVAC and boiler system that was not anticipated.
10) Planning & Development			
5340 Salaries - Part-Time & Temp	19,600		Increase due to hiring part-time staff that was not part of original budget.
6070 Temporary Labor	18,000		Increase due to hiring temporary staff to assist in administrative tasks, Above All Personnel.
6170 Insurance - Liability	1,070		Increase due to premiums were higher than originally expected.
11) Parks, Recreation & Forestry - Park Maintenance			
6010 Professional Services	6,000		Increase due to professional services for Tree Inventory.
6160 Insurance - Property & Auto		(14,501)	Reallocating to various departments for Insurance Liability accounts
6210 Insurance - Flood	3,505		Increase due to premiums were higher than originally expected.
12) Parks, Recreation & Forestry - Aquatics			
6170 Insurance - Liability	1,061		Increase due to premiums were higher than originally expected.
13) Parks, Recreation & Forestry - Centennial Commons			
6170 Insurance - Liability	1,061		Increase due to premiums were higher than originally expected.
Change (Increase) in Expenditures		231,605	
Total General Fund			
Addition to Fund Balance		252,534	

**FY21 Budget Amendment #2
To Be Approved by City Council
March 8, 2021**

Fleet Maintenance Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 6160 Insurance - Property & Auto 6170 Insurance - Liability	1,300	(1,300)	Reallocating from Property & Auto to Liability - no effect on fund reserve.
2) 6250 Natural Gas	5,000		Increase in natural gas that was not anticipated in the budget.
3) 8200 Vehicles & Equipment	10,279		Fuel Tank Emergency Repairs. Repairs were not anticipated nor budgeted.
Total Fleet Maintenance Fund Reduction in Fund Balance		15,279	

Sewer Lateral Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 6170 Insurance - Liability	1,449		Increase due to premiums were higher than originally expected.
Total Sewer Lateral Fund Reduction in Fund Balance		1,449	

Solid Waste Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
Administration			
1) 6010 Professional Services	18,750		Increase due to funding for Internal Audit of Solid Waste Refuse Billing process from outside accounting firm.
2) 6170 Insurance - Liability	1,586		Increase due to premiums were higher than originally expected.
Operations			
3) 6070 Temporary Labor	50,000		Increase due to utilizing temporary labor for solid waste collections.
6710 Waste Dumping Fees		(20,000)	Decrease in Waste Dumping Fees and Solid
7250 Solid Waste Supplies		(30,000)	Waste Supplies to offset increase in Temporary Labor.
4) 6170 Insurance - Liability	1,329		Increase due to premiums were higher than originally expected.
Leaf Collections			
5) 6050 Maintenance Contracts	30,000		Increase due to costs for composting higher than expected.
6) 7570 Hardware & Hand Tools	2,000		Increase due to under estimated budget.
Total Solid Waste Fund Reduction in Fund Balance		53,665	

**FY21 Budget Amendment #2
To Be Approved by City Council
March 8, 2021**

Economic Development Retail Sales Tax Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 6010 Professional Services	48,000		Funding for Economic Development Strategic Plan. Approved by Council 06/22/20 as part of Committed Fund Reserves.
2) 6010 Professional Services	19,000		Funding for Loop Lighting Study.
3) 6010 Professional Services	46,163		Funding for University City School District EMT training program. The District and Fire Dept working together on the program.

**Total Economic Development Retail Sales Tax Fund
Reduction in Fund Balance**

113,163

Public Safety Sales Tax Fund:

<u>Account</u>	<u>Revenue Increase</u>	<u>Revenue Decrease</u>	<u>Description</u>
1) 4805 Insurance Recoveries	11,200	-	Increase due to received proceeds from insurance company for loss of Car 99 police equipment.
2) 4807 Non-Operating Income	300,000		Increase due to receiving the 2nd 1/2 of the \$2.4M from St. Louis County Municipal Relief Program (CARES Act). \$916,250 allocated to General Fund.

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
2) 8200 Vehicles & Equipment	8,500		Funding for Oxygen Generation System. Total cost \$32,500. \$24,000 coming from General Fund as part of Committed Fund Reserves.

**Total Public Safety Sales Tax Fund
Addition in Fund Balance**

302,700

Golf Course Fund:

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 6160 Insurance - Property & Auto 6170 Insurance - Liability	735	(735)	Reallocating from Property & Auto to Liability - no effect on fund reserve.
2) 6280 Water	13,000		Increase due to costs of watering the course - under budgeted initially.
3) 6770 Bank & Credit Card Fees	5,000		Increase due to banking fees for the use of credit cards. Fees are driven by the banks.

**Total Golf Course Fund
Reduction in Fund Balance**

18,000

Resolution 2021 - 02

**A RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 (FY21)
BUDGET – AMENDMENT # 2 AND APPROPRIATING SAID AMOUNTS**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2020, was approved by the City Council and circumstances now warrant amendment to that original budget.

BE IT FURTHER RESOLVED, that in accordance with the City Charter, the several amounts stated in the budget amendment as presented, are herewith appropriated to the several objects and purposes named.

Adopted this 8th day of March 2021

Mayor

Attest:

City Clerk

Certified to be Correct as to Form:

City Attorney



Council Agenda Item Cover

MEETING DATE: March 8, 2021

AGENDA ITEM TITLE: Major Subdivision – Final Plat – Subdivide twenty lots totaling 18.185-acres into two (2) lots.

AGENDA SECTION: New Business - Bills

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: Clifford Cross, Director of Planning and Development

BACKGROUND REVIEW:

The Plan Commission recommended approval of the proposed Major Subdivision Final Plat (Market At Olive) at its March 3, 2021 meeting. This agenda item requires the passage of an ordinance and introduction of the bill is being proposed at the March 8, 2021 meeting. The second and third readings along with the passage of the ordinance could occur at the March 22, 2021 meeting.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report
3. Draft Ordinance and Plat

RECOMMENDATION: City Manager recommends approval



Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

March 3, 2021

Ms. LaRette Reese
City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Final Plat Approval – (PC 21-03)

Dear Ms. Reese,

At a scheduled meeting on March 3, 2021 at 6:30 pm via videoconference, the Plan Commission considered the application of Grimes Consulting, Inc. for Final Plat Approval of a proposed major subdivision for the proposed "Market At Olive" plat that is associated with the proposed Costco Development.

By a vote of 6 to 0, the Plan Commission recommended approval of said major subdivision of "Market At Olive" contingent upon site control being in place prior to City Council approval.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Planning and Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8500, Fax: (314) 862-3168

STAFF REPORT **(City Council)**

MEETING DATE: March 8, 2021

FILE NUMBER: PC 21-03

COUNCIL DISTRICT: 3

Location: Proposed Costco Site

Applicant: Grimes Consulting, Inc.

Property Owner: Multiple Owners

Request: Major Subdivision – 20 Lots to 2 Lots

COMPREHENSIVE PLAN CONFORMANCE

☐ Yes ☐ No ☒ No reference

STAFF RECOMMENDATION

☐ Approval ☒ Approval with Conditions ☐ Denial

ATTACHMENTS:

A. Application Packet

Existing Zoning: Public Activity (PA), Industrial Commercial (IC)
Existing Land Use: Commercial, Institutional, Industrial
Proposed Zoning: PD-C Planned Development-Commercial Use District
Proposed Land Use: Retail Commercial

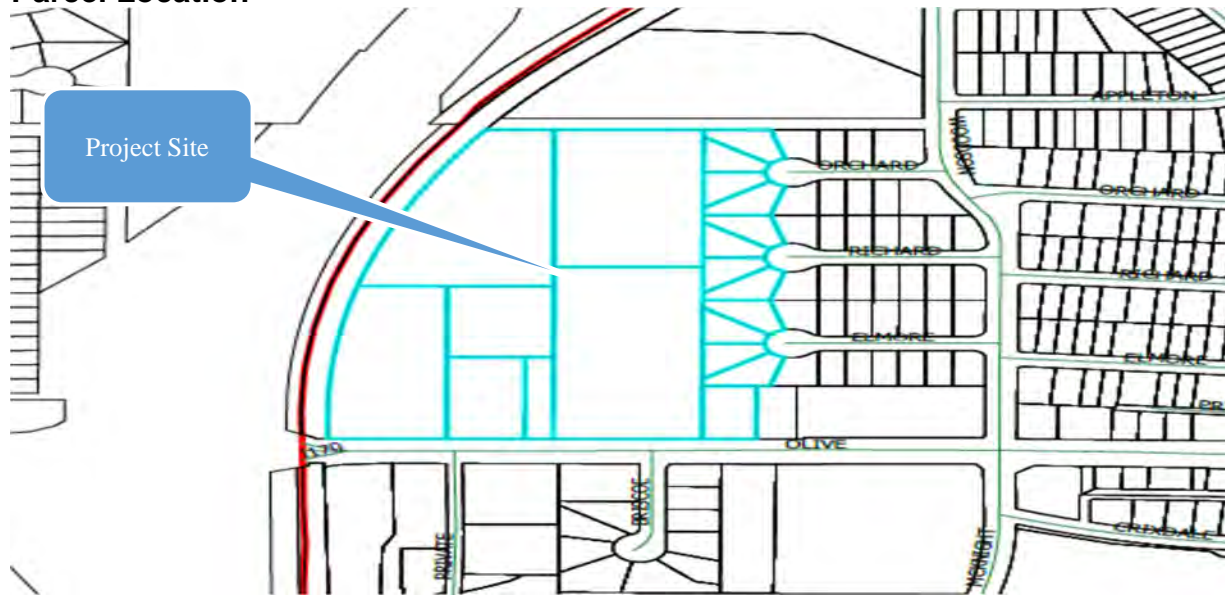
Surrounding Zoning and Current Land Use:

North:	Industrial Commercial (IC)	Industrial / Utility
East:	Single-Family Residential (SR)	Single-Family
	General Commercial (GC)	Commercial
South:	High Density Residential (HR)	Multi-Family
	Industrial Commercial (IC)	Commercial
West:	Public Activity (PA)	I-170

Existing Property

St. Louis County Locator ID's: 17L640445, 16K110915, 16K110971, 17K430885, 17K430269, 17K430270, 17K430874, 16K110388, 16K110322, 16K110234, 16K110179, 16K110092, 16K110014, 17K430731, 17K430654, 17K430588, 17K430500, 17K430423, 17K430346 & 17K430236. The subject properties are approximately 18.18 acres and currently house a various range of uses that include a self-storage facility, a school, places of worship, residential and other commercial service industries. The 18.18 acre site is located on the north side of Olive Boulevard at the 170 Interchange

Parcel Location



Aerial Overhead



Applicant's Request

The applicant is seeking a major subdivision to consolidate the twenty lots into two tracts to accommodate the proposed Costco development. The first tract will be approximately 16.07 Acres for the Costco Site and the remaining approximately 2.11 acres will be incorporated into the remainder of RPA 1 and provide for project staging.

Process – Required City Approvals

Staff Review.

Staff reviewed this as part of the "Major Subdivision" process identified in Section 405.165 of the Subdivision regulations. The submitted application is consistent with the provisions of a "Minor Subdivision" with the exception that the total area of the tract is greater than two (2) acres in size. Section 405.165 and 405.170 defines Major and Minor subdivisions as the following;

Section 405.165 Major Subdivisions.

- A.** Major subdivisions require the submittal of a sketch plat and approval of a preliminary and a final plat in accordance with the provisions of this Chapter. A major subdivision is a subdivision having any of the following characteristics:
- 1.** The subdivision involves the creation of more than four (4) lots;
 - 2.** The total area of the tract to be subdivided is greater than two (2) acres in size;
 - 3.** There are proposed publicly dedicated streets, alleys, easements, parks or other public lands; or
 - 4.** Any subdivision of a tract of land for which a rezoning is required for all or a portion of the tract, including rezoning to a "PD" district.

Section 405.170 Minor Subdivisions.

A minor subdivision is a subdivision that does not have any of the characteristics of a major subdivision as described in Section **405.165**. Minor subdivisions are not required to comply with the sketch plat and preliminary plat provisions of this Chapter.

Due to the prior approvals of the “Amended Final Plan” Staff reviewed the plat per Section 405.390.B:

Staff Review.

1. Completeness of submittal. Upon receipt of final plat and associated documents, the Zoning Administrator shall review the documents to determine acceptability for submission. If the Administrator determines the submittal is complete, then the submittal shall be date stamped.
2. Distribution. As soon as practical after acceptance of the final plat submittal, the Zoning Administrator shall distribute copies of the final plat to the Director of Community Development, Director of Public Works and Parks, Fire Chief and other City staff as appropriate.
3. Staff review. The Zoning Administrator shall review the final plat and solicit comments from other City staff on said plat, to determine compliance with the approved preliminary plat, including any conditions of approval placed on the preliminary plat, and consistency with the approved improvement plans. The staff findings shall be submitted to the Plan Commission.

No comments were received from other City Departments. Community Development Department comments are included in this report.

Plan Commission. Section 405.250 requires Plan Commission approve the applicant to proceed with the preparation of improvement plans. 405.380 of the Subdivision and Land Development Regulations requires that the Plan Commission shall approve or disapprove the Final Plat to determine substantial compliance with the Preliminary Plat.

City Council. As soon as practical after the Plan Commission makes its determination, the final plat shall be forwarded to the City Council for its consideration. Upon determination that the final plat is in full compliance with the requirements hereof, the Council shall adopt an ordinance approving such final plat.

Analysis

Staff determined that the Preliminary and Final Plat and ultimately the final plat would meet all requirements of 405.380 of the Subdivision and Land Development Regulations. It would be in substantial conformance with the approved preliminary plat.

Conclusion/Recommendation

The proposal meets the intent of all Zoning Code and Subdivision Regulation requirements for a Final Plat. Thus, staff and the Plan Commission recommends approval of the proposed Major Subdivision Final Plat contingent upon site control being in place prior to City Council approval.

INTRODUCED BY:_____

DATE:_____

BILL NO.

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION
OF A TRACT OF LAND TO BE KNOWN AS “MARKET AT OLIVE”**

WHEREAS, an application was submitted by Grimes Consulting, Inc., authorized agent, on February 11, 2021 for the approval of a final subdivision plat of a tract of land to be known as Market At Olive; and

WHEREAS, at its meeting on March 3, 2021, the City Plan Commission reviewed the final plat for the major subdivision and determined that the final plat is in substantial compliance with the requirements of the University City Municipal Code and recommended to the City Council approval of the final plat; and

WHEREAS, the final plat for the major subdivision application, including all required documents submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A” and made a part hereof is a final subdivision plat of a tract of land to be known as “Market At Olive”: Charles H. Gier’s Estate Subdivision Lots 2, 3, 4, 5, 6 and 7, including all of Lot 1 and Part 2 of Beckman Subdivision and all of Lots 8, 9, 10 & 11 of Blks 1 and 2 and all of Lots 6, 7, 8, 9, 10 and 11, Blk 3 of St. Patrick Courts Subdivision in University City and St. Louis County, Missouri.

Section 2. It is hereby found and determined that the final plat for the major subdivision is in full compliance with the University City Municipal Code, including Sections 405.380 and 405.390. Accordingly, the final plat for the major subdivision marked “Exhibit A” is hereby approved.

Section 3. The City Clerk is hereby directed to endorse upon the final plat for the major subdivision the approval of the City Council under the hand of the City Clerk and the seal of University City.

Section 4. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2021.

MAYOR

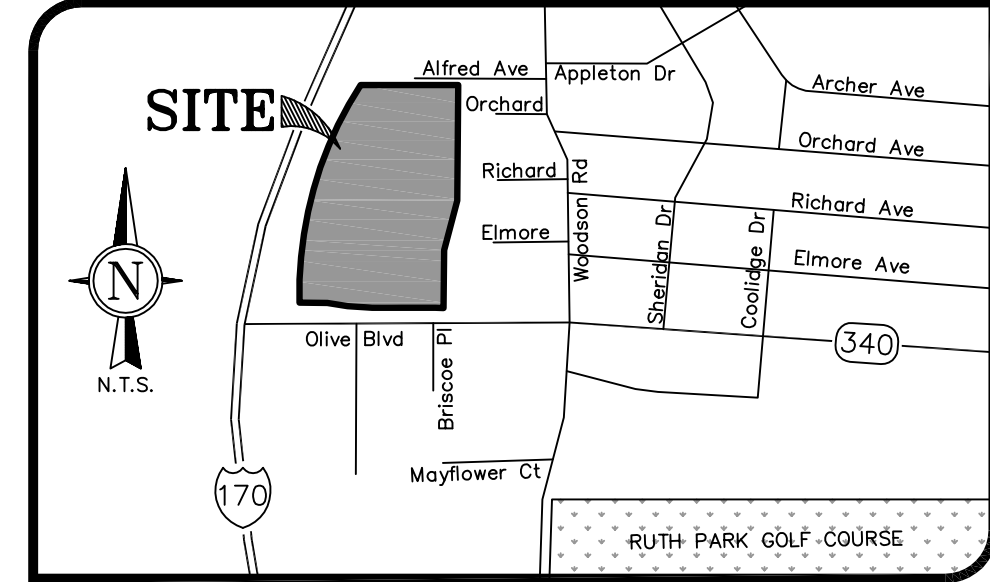
ATTEST:

CITY CLERK

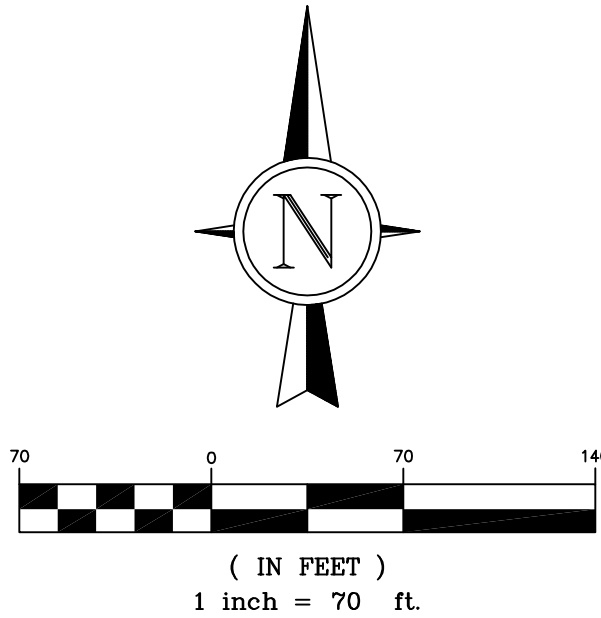
CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”



PREPARED FOR:
NOVUS COMPANIES
CONTACT: JONATHAN BROWNE
#20 ALLEN AVENUE, SUITE 400
WEBSTER GROVES, MO 63119
EMAIL: JPBROWNE@NOVUSDEV.COM



BASIS OF BEARING
MISSOURI STATE PLANE GRID
NORTH FROM STATIC GPS TIES
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ABBREVIATIONS

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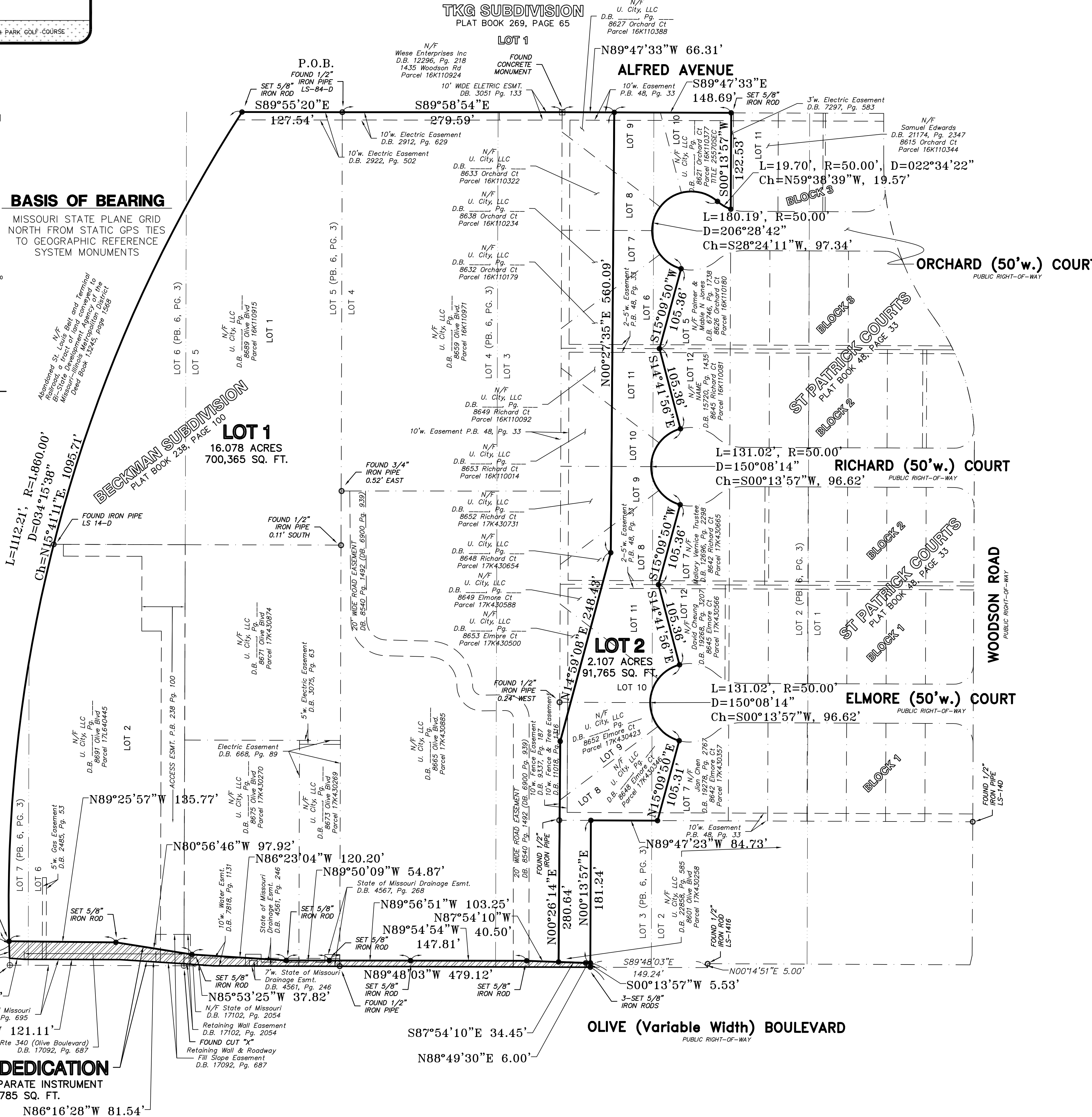
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RIGHT-OF-WAY DEDICATION
TO BE DEDICATED BY SEPARATE INSTRUMENT
0.202 ACRES; 8,785 SQ. FT.

MARKET AT OLIVE A SUBDIVISION PLAT

PART OF LOTS 3-7 OF CHARLES H. GIERS ESTATE, PLAT BOOK 6 PAGE 3
TOWNSHIPS 45 AND 46, RANGE 6
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

TKG SUBDIVISION
PLAT BOOK 269, PAGE 65



A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being part of Lots 2, 3, 4, 5, 6, and 7 of Charles H. Gier's Estate, a subdivision filed for record in Plat Book 6 page 3 of the land records of said St. Louis County, Missouri, which includes all of Lot 1 and part of Lot 2 of Beckman Subdivision as recorded in Plat Book 238, page 100 of said Land Records of said St. Louis County Missouri, part of Blocks 1, 2 and 3 of St. Patrick Courts, a subdivision filed for record in Plat Book 48, page 33 of said Land Records, part of a tract of land conveyed to U City LLC as described in Deed Book 22858, page 585 of said Land Records, part of a tract of land conveyed to St. Louis County Catholic Church Real Estate Corporation as described in Deed Book 17765, page 4123 of said Land Records, all of a tract of land conveyed to Torah Center / Midwest, Inc. as described in Deed Book 6540, page 1492 of said Land Records, part of a tract of land conveyed to Wallace M. McNeil as described in Deed Book 17791, page 3849 of said Land Records, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron pipe marking the Northeast corner of said Lot 5 of the Gier Estate also being the Northeast corner of said Lot 1 of Beckman Subdivision and being on the South right-of-way line of Alfred Avenue, 40 feet wide, thence along said South right-of-way line of Alfred Avenue, South 89 degrees 58 minutes 54 seconds East a distance of 279.59 feet to a found concrete monument marking the Northwest corner of said St. Patrick Courts; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 66.31 feet to a set 1/2 inch iron rod; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 148.69 feet to a set 5/8 inch iron rod marking the Northwest corner of Lot 11 of said Block 3 of St. Patrick Courts; thence leaving said South right-of-way line of Alfred Avenue, and along said West line of Lot 11, South 00 degrees 13 minutes 57 seconds West a distance of 122.53 to a set 1/2 inch iron rod marking the Southwest corner of said Lot 11, and also being on the North cul-de-sac of Orchard Court, 50 feet wide; thence along said cul-de-sac of Orchard Court the following courses and distances; 19.70 feet along the arc of a curve to the right, having a radius of 50.00 feet, through a central angle of 22 degrees 34 minutes 22 seconds, with a chord that bears North 59 degrees 38 minutes 39 seconds West a distance of 19.57 feet to a set 1/2 inch iron rod; 180.19 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 206 degrees 28 minutes 42 seconds, with a chord that bears South 28 degrees 24 minutes 11 seconds West a distance of 97.34 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 5 of said Block 1 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 5, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 5, and also being the Northwest corner of Lot 12 of said Block 2 of St. Patrick Courts; thence along the Western line of said Lot 12, South 14 degrees 41 minutes 56 seconds East a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 12, and also being on the cul-de-sac of Richard Court, 50 feet wide; thence along said cul-de-sac of Richard Court, 131.02 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 150 degrees 08 minutes 14 seconds, with a chord that bears South 00 degrees 13 minutes 57 seconds West a distance of 96.62 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 7 of said Block 2 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 7, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 7, and also being the Northwest corner of Lot 12 of said Block 1 of St. Patrick Courts; thence along the Western line of said Lot 12, South 14 degrees 41 minutes 56 seconds East a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 12, and being on the cul-de-sac of Elmore Court, 50 feet wide; thence leaving said Western line of Lot 12 and along said cul-de-sac of Elmore Court, 131.02 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 150 degrees 08 minutes 14 seconds, with a chord that bears South 00 degrees 13 minutes 57 seconds West a distance of 96.62 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 7 of said Block 1 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 7, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 7, and being on the North boundary line of said U. City, LLC tract, North 89 degrees 47 minutes 23 seconds West a distance of 84.73 feet to a set 1/2 inch iron rod; thence leaving said North boundary line of said U. City, LLC tract, South 00 degrees 13 minutes 57 seconds West a distance of 181.24 feet to a set 5/8 inch iron rod on the North right-of-way line of Olive Boulevard as widened, width varies; thence along said North right-of-way line of Olive Boulevard as widened as follows: South 00 degrees 13 minutes 57 seconds West a distance of 5.53 feet to a set 5/8 inch iron rod; North 87 degrees 54 minutes 10 seconds West a distance of 34.27 feet to a set 5/8 inch iron rod; North 89 degrees 54 minutes 54 seconds West a distance of 147.81 feet to a set 5/8 inch iron rod; North 89 degrees 56 minutes 51 seconds West a distance of 103.25 feet to a set 5/8 inch iron rod; North 89 degrees 50 minutes 09 seconds West a distance of 103.25 feet to a set 5/8 inch iron rod; North 86 degrees 23 minutes 04 seconds West a distance of 120.20 feet to a set 5/8 inch iron rod; North 80 degrees 56 minutes 46 seconds West a distance of 97.92 feet to a set 5/8 inch iron rod; North 89 degrees 25 minutes 57 seconds West a distance of 135.77 feet to a set 5/8 inch iron rod marking the intersection of said North right-of-way line of Olive Boulevard as widened and the Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad, a tract of land conveyed to Bi-State Development Agency of the Missouri-Illinois Metropolitan District as recorded in Deed Book 13245, page 1568 of said Land Records; thence leaving said North right-of-way line of Olive Boulevard as widened along said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad 1,112.21 feet along the arc of a curve to the right, having a radius of 1,860.00 feet, through a central angle of 34 degrees 15 minutes 38 seconds, with a chord that bears North 15 degrees 41 minutes 11 seconds East a distance of 1,095.71 feet to the intersection of said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad and said South right-of-way line of Alfred Avenue; thence leaving said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad along said South right-of-way line of Alfred Avenue, South 89 degrees 55 minutes 20 seconds East a distance of 127.54 feet to the point of beginning.

Containing 18.185 Acres, according to survey by Grimes Consulting, Inc. (LS-343-D) dated September 2019.

IN WITNESS WHEREOF, we hereunto set our firm name at our office in St. Louis County, Missouri on this 11 day of February, 2021.

GRIMES CONSULTING, INC. LS-343-D

By R. CORY SPENCE, PLS-2015017842
MISSOURI PROFESSIONAL LAND SURVEYOR



GRIMES CONSULTING, INC.
12300 OLD TESSON RD.
SUITE 3000
ST. LOUIS, MO 63128
PH (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com
PE COA# E-1470-D
PLS COA# LS-343-D

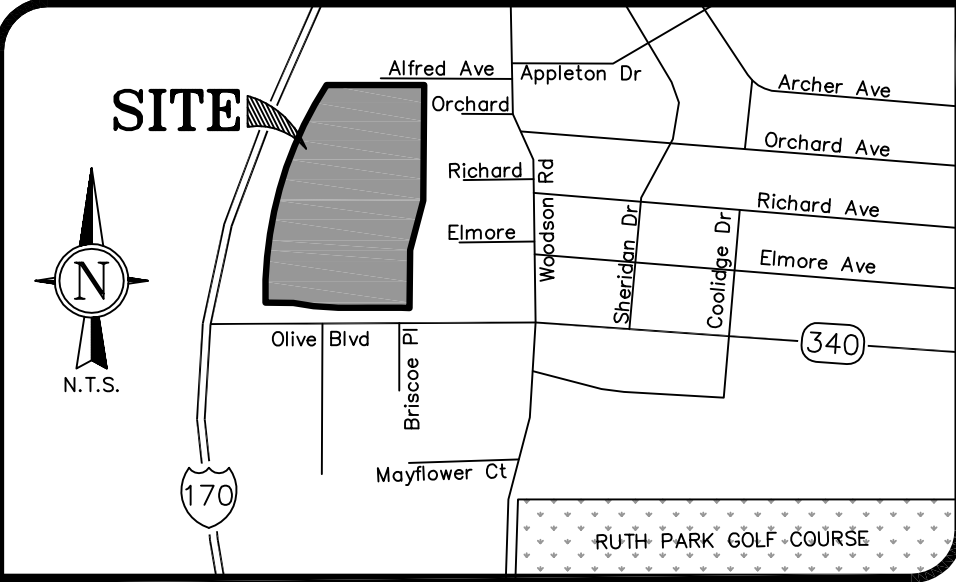
REV. NO.	DATE	REMARKS
1	12/09/20	Revised common lot line.
2	02/11/21	Revised Lot 2 boundary.

**MARKET AT OLIVE
A SUBDIVISION PLAT**
8691 OLIVE BLVD., UNIVERSITY CITY, MO

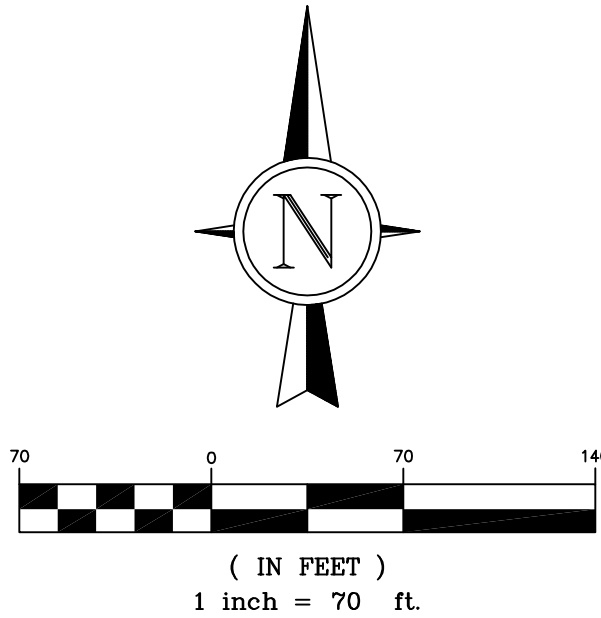
**SUBDIVISION
PLAT**

JOB NUMBER: **3082**
DRAWN BY: **RCS**
DATE: **11/03/20**
CHECKED BY: **EEG**
DATE: **11/03/20**
SHEET:

1 of 2



PREPARED FOR:
NOVUS COMPANIES
CONTACT: JONATHAN BROWNE
#20 ALLEN AVENUE, SUITE 400
WEBSTER GROVES, MO 63119
EMAIL: JPBROWNE@NOVUSDEV.COM



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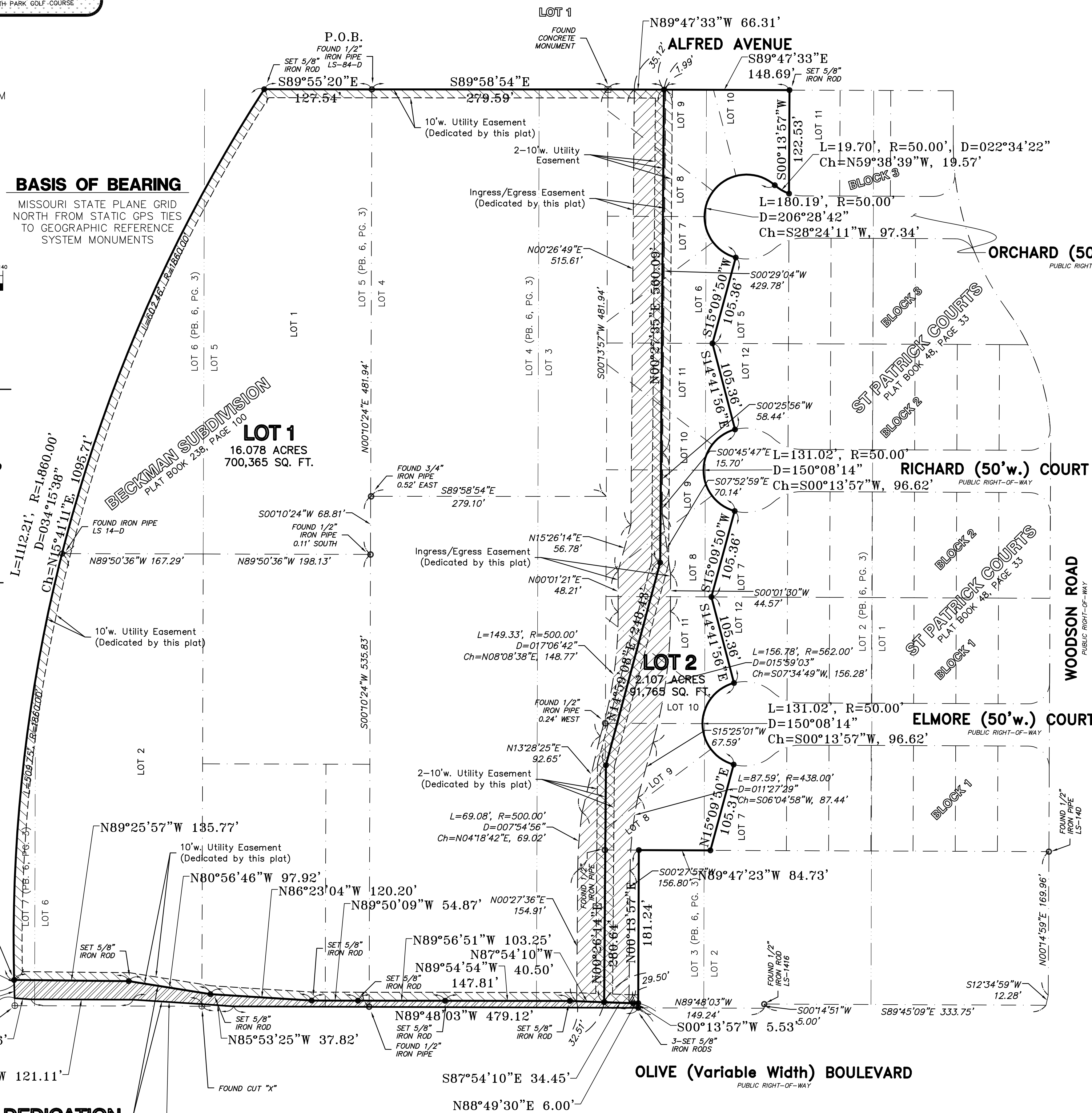
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TOWNSHIPS 45 AND 46, RANGE 6
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

TKG SUBDIVISION
PLAT BOOK 269, PAGE 65



Owner's Certification

(I or We) the undersigned owner(s) of land hereupon platted and further described in the foregoing description, have caused these lots to be adjusted in land area in the manner shown on this plat, which boundary adjustment shall hereafter be known as the "Market at Olive, a Subdivision Plat".

10 Foot Wide Utility Easement(s) as shown hereon hatched is hereby dedicated to Missouri American Water Company, Spire, Ameren Missouri, AT&T, Metropolitan St. Louis Sewer District, their successors and assigns as their interests may appear, for the purpose of constructing, maintaining, and repairing of public utilities, sewers and stormwater facilities, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during construction, reconstruction, maintenance, or repair of the aforementioned utilities, sewers, and stormwater facilities. All recipients of said easements may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid utilities, sewers or stormwater facilities, and may assign its right to the State, County, or other political subdivisions of the State.

Ingress/Egress Easement as shown hereon hatched is hereby dedicated to the current and future owners of Lot 1 and Lot 2 of "Market at Olive, a Subdivision Plat," their successors and assigns as their interest may appear, for the purposes of perpetual, non-exclusive, mutual cross access, vehicular and pedestrian ingress and egress.

In witness whereof, I have herewith set my hand this _____ day of _____, 20__.

U. City, L.L.C.
a Missouri limited liability company

Print Name, Title

State of Missouri }
County of St. Louis } SS.

On this _____ day of _____, 20__ before me did appear _____ who being by me duly sworn did say that (s)he is the _____ of U. City, L.L.C. a limited liability company in the State of Missouri and that said instrument was signed on behalf of said limited liability company and that said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

In testimony whereof, I have herewith set my hand and affixed my official seal in the County and State aforesaid the day and year last above written.

Notary Public _____ My commission expires: _____

University City, Missouri Certification

This is to certify that this plat of "Market at Olive, a Subdivision Plat" was approved by the Planning Commission of the City of University City, Missouri on the _____ day of _____, 20__.

Print Name, Chairperson _____ Print Name, Executive Secretary

This is to certify that this plat of "Market at Olive, a Subdivision Plat" was approved by the City Council of the City of University City, Missouri on the _____ day of _____, 20__.

Print Name, City Clerk

Surveyor's Certification

This is to certify to the best of my belief, knowledge, and ability that Grimes Consulting, Inc., at the request of Jonathan Browne of Novus Companies, during the month of October, 2020, prepared a subdivision plat, based on field information obtained from field personnel under my direction of a tract of land being part of lots 2-7 of Charles H. Giers Estate, Plat Book 6 Page 3, University City, St. Louis County, Missouri, and have subdivided said tract in the manner shown hereon.

I declare that under my supervision and to the best of my professional judgment that this survey and the results shown hereon are made in accordance with the current Standards For Property Boundary Surveys for Urban Class Property as set forth by the Missouri Department Of Agriculture, Land Survey Program, and rules promulgated by The Missouri Board For Architects, Professional Engineers, and Professional Land Surveyors and Professional Landscape Architects effective June 30, 2017.

IN WITNESS WHEREOF, we hereunto set our firm name at our office in St. Louis County, Missouri this 11 day of February, 2021.

GRIMES CONSULTING, INC. LS-343-D

By R. CORY SPENCE, PLS-2015017842
MISSOURI PROFESSIONAL LAND SURVEYOR



GRIMES CONSULTING, INC.
12300 OLD TESSON RD.
SUITE 3000
ST. LOUIS, MO 63128
PH (314) 849-6100
FAX (314) 849-6010
www.grimesconsulting.com
PE COA# E-1470-D
PLS COA# LS-343-D

REV. NO.	DATE	REMARKS
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2	02/11/21	Revised Lot 2 boundary.

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8691 OLIVE BLVD, UNIVERSITY CITY, MO

SUBDIVISION
PLAT

JOB NUMBER: 3082

DRAWN BY: RCS

DATE: 11/03/20

CHECKED BY: EEG

DATE: 11/03/20

SHEET:

2 of 2



Council Agenda Item Cover

MEETING DATE: March 8, 2021

AGENDA ITEM TITLE: An Ordinance Authorizing the Issuance of Tax Increment Financing Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B, of the City of University City, Missouri, to Provide Funds to Finance Certain Redevelopment Project Costs; and Approving Certain Actions in Connection With the Issuance of the Notes.

AGENDA SECTION: New Business - Bills

CAN THIS ITEM BE RESCHEDULED? No

PREPARED/SUBMITTED BY: City Manager Office

BACKGROUND REVIEW:

This Bill authorizes the issuance of Tax Increment Financing Notes of the City in a principal amount not to exceed \$70.5 million plus Issuance Costs. The Notes provide for payment of a portion of the costs of the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project for Area 1 (RPA 1).

The Notes shall be issued under and secured by and shall have the terms and provisions set forth in the Redevelopment Agreement between the City and the Developer and the Trust Indenture (Bill Exhibit A) between the City and the Trustee.

The Notes and the interest thereon shall constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Pledged Revenues (as defined in the Trust Indenture) and other moneys pledged thereto and held by the Trustee pursuant to the Indenture. The Notes shall not constitute debts or liabilities of the City (except as provided in the foregoing sentence), The Markets at Olive Community Improvement District (the "District"), the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction.

RECOMMENDATION:

City Manager recommends approval.

ATTACHMENTS:

- Bill No. 9428

INTRODUCED BY: _____

DATE: _____, 2021

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE NOTES (OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PROJECT AREA 1), SERIES A AND B, OF THE CITY OF UNIVERSITY CITY, MISSOURI, TO PROVIDE FUNDS TO FINANCE CERTAIN REDEVELOPMENT PROJECT COSTS; AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE NOTES.

WHEREAS, the City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the “Act”), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, the City has approved the “Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan” dated April 18, 2019 (the “Plan”) pursuant to the Act, which Plan contemplates the issuance of tax increment revenue notes to provide funds to finance certain redevelopment project costs; and

WHEREAS, to implement the redevelopment project for “RPA 1” described in the Plan (the “Redevelopment Project”), the City, U. City, LLC and U. City TIF Corporation entered into a Redevelopment Agreement dated as of June 13, 2019 and a First Amendment to Redevelopment Agreement dated as of June 29, 2020 (collectively, the “Redevelopment Agreement”); and

WHEREAS, the Redevelopment Agreement provides that the City will issue tax increment revenue notes upon the terms and conditions provided in the Redevelopment Agreement, and the City now desires to authorize the issuance of its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the “Notes”) to reimburse the Developer for a portion of the redevelopment project costs incurred by the Developer under the Plan as part of the Redevelopment Project.

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

Section 1. To accomplish the purposes of the Act and to provide for the payment of a portion of the costs of the Redevelopment Project, the City hereby authorizes the issuance of the Notes in a principal amount of not to exceed \$70,500,000 plus Issuance Costs (as defined in the Redevelopment Agreement). The Notes shall be issued under and secured by and shall have the terms and provisions set forth in the Redevelopment Agreement and the hereinafter-described Indenture. The Notes shall bear such dates, shall mature at such times and in the amounts, shall be in such denominations, shall bear interest at such rates, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner subject to such provisions, covenants and agreements as are set forth in the Indenture. The Notes shall be executed on behalf of the City by the City Manager and attested by the City Clerk, and shall have the corporate seal of the City affixed thereto.

Section 2. The Notes and the interest thereon shall constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Pledged Revenues (as defined in the Indenture) and other moneys pledged thereto and held by the Trustee (as herein defined) pursuant to the Indenture. The Notes shall not constitute debts or liabilities of the City (except as provided in the foregoing sentence), The Markets at Olive Community Improvement District (the “District”), the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. Neither the City, the District, the Tax Increment Financing Commission of the City of University City, Missouri (the “Commission”), the commissioners of said Commission, the officers, employees and agents of the City or the District nor any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

Section 3. The City Council hereby approves the following documents, in substantially the forms presented to and reviewed by the City Council at this meeting and attached to this Ordinance (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officer’s or officers’ signatures thereon being conclusive evidence of his, her or their approval thereof:

(a) Trust Indenture (the “Indenture”) between the City and the trustee named therein (the “Trustee”), attached hereto as **Exhibit A**; and

(b) Tax Compliance Agreement (the “Tax Compliance Agreement”) by and between the City and the Trustee, in a form approved by the City Attorney and the City Manager and consistent with the form of tax compliance agreement generally used for tax-exempt tax increment financing municipal obligations based on the applicable laws and regulations at the time of issuance of any Tax-Exempt TIF Notes (as defined in the Indenture).

Section 4. The City Manager is hereby authorized and directed to execute and to deliver the Notes to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The City Manager is hereby authorized and directed to execute and deliver, on behalf of the City, the Indenture, the Tax Compliance Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The City Clerk is hereby authorized and directed to attest to the Notes, the Indenture, the Tax Compliance Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Notes, the Indenture, the Tax Compliance Agreement and the Redevelopment Agreement.

Section 6. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED and ADOPTED THIS ____ DAY OF MARCH, 2021.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A
FORM OF TRUST INDENTURE

CITY OF UNIVERSITY CITY, MISSOURI

and

**BOKF, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of March 1, 2021

Relating to

**[\$*Principal Amount*]
City of University City, Missouri
Tax Increment Revenue Notes
(Olive Boulevard Commercial Corridor and Residential Conservation
Redevelopment Project Area 1)
Series A and B**

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TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of March 1, 2021, by and between the **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “City”), and **BOKE, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), to issue notes for the purpose of providing funds to finance the costs of redevelopment projects and to pay costs related to the issuance of such notes.

2. The City Council has heretofore created the Tax Increment Financing Commission of the City of University City, Missouri (the “Commission”).

3. A plan for redevelopment known as the “Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan” dated April 18, 2019 (the “Redevelopment Plan”) has been prepared and reviewed by the Commission and the City.

4. The Redevelopment Plan has three redevelopment project areas (“RPA 1,” “RPA 2” and “RPA 3,” respectively) and describes redevelopment projects for each, including (a) an “RPA 1 Redevelopment Project” consisting of a mixed-use development including retail, restaurant, office, multi-family residential, senior living residential and hotel uses near the vicinity of the Olive Boulevard and Interstate 170 interchange, (b) an “RPA 2 Redevelopment Project” promoting residential conservation activities in the existing residential areas located north of Olive Boulevard, and (c) an “RPA 3 Redevelopment Project” promoting commercial redevelopment along Olive Boulevard from the terminus of RPA 1 on the west to the City limits on the east. The three redevelopment project areas collectively comprise the “Redevelopment Area.”

5. The Commission held a public hearing in conformance with the Act on May 23, 2018 and continued on June 6, 2018, June 22, 2018 and August 23, 2018, and received comments relative to, among other matters, (a) the Redevelopment Plan, (b) the designation of the Redevelopment Area as a redevelopment area (as that term is defined in the Act) and (c) the approval of the RPA 1 Redevelopment Project, the RPA 2 Redevelopment Project and the RPA 3 Redevelopment Project.

6. On June 10, 2019, the City Council adopted (a) Ordinance No. 7104 approving the Redevelopment Plan and designating the Redevelopment Area as a redevelopment area (as that term is defined in the Act), (b) Ordinance No. 7105 approving the RPA 1 Redevelopment Project and adopting tax increment financing within RPA 1, (c) Ordinance No. 7106 approving the RPA 2 Redevelopment Project and adopting tax increment financing within RPA 2, (d) Ordinance No. 7107 approving the RPA 3 Redevelopment Project and adopting tax increment financing within RPA 3, and (e) Ordinance No. 7108 approving (i) a redevelopment agreement (the “Original Redevelopment Agreement”) among the City, U. City, LLC and U. City TIF Corporation (U. City, LLC and U. City TIF Corporation are collectively referred to herein as the “Developer”) and (ii) a District Project Agreement among the City, the Developer and the below-defined District (the “District Project Agreement”).

7. On August 10, 2020, the City Council adopted Ordinance No. 7131 approving a petition for the creation of The Markets at Olive Community Improvement District (the “District”) in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”).

8. On August 17, 2020, the District’s Board of Directors adopted (a) Resolution No. 2020-04 authorizing the imposition of a sales tax, subject to voter approval, pursuant to the CID Act (the “District Sales Tax”) and (b) Resolution No. 2020-10 approving the District Project Agreement.

9. On May 26, 2020, the City Council adopted Ordinance No. 7126 approving a First Amendment to Redevelopment Agreement between the City and the Developer (the “First Amendment” and together with the Original Redevelopment Agreement, the “Redevelopment Agreement”).

10. On March __, 2021, the City Council adopted Ordinance No. ____ (the “Note Ordinance”) authorizing the City to issue its Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B (the “Notes”), in the aggregate principal amount of not to exceed \$70,500,000 plus Issuance Costs (as defined in the Redevelopment Agreement), to provide funds to pay for certain Redevelopment Project Costs (as defined in the Redevelopment Agreement) incurred or to be incurred in connection with the RPA 1 Redevelopment Project.

11. Pursuant to the Note Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Notes as hereinafter provided.

12. All things necessary to make the Notes, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Notes issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Notes, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Notes by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Notes contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the “Trust Estate”), to-wit:

(a) All Net Proceeds derived by the City under and pursuant to and subject to the provisions of the Redevelopment Agreement and the District Project Agreement or otherwise (excluding the City’s rights to payment of its fees and expenses and to be indemnified in certain instances); and

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Notes Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Note over or from the others, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Notes with interest, according to the provisions set forth in the Notes, or provides for the payment or redemption of such Notes by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX**, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Notes issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Notes, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri.

“Approved Investors” means (a) the Developer, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

“Authorized City Representative” means the City Manager or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Developer and

the Trustee containing the specimen signature of such person and signed on behalf of the City by the City Manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means one cent (\$0.01) or any integral multiple thereof.

“Authorized Developer Representative” means Jonathan Browne or such person at the time designated to act on behalf of the Developer as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Developer by its manager. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Developer Representative.

“Bond Counsel” means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“Certificate of Reimbursable Redevelopment Project Costs” means the document substantially in the form of **Exhibit D** to the Redevelopment Agreement, provided by the Developer to the City evidencing Reimbursable Redevelopment Project Costs, in accordance with **Section 4.2** of the Redevelopment Agreement.

“Certificate of Substantial Completion” means the document, substantially in the form of **Exhibit C** to the Redevelopment Agreement, delivered by the Developer to the City and which, upon the City’s written acceptance and acknowledgment thereof (or the City’s deemed acceptance thereof as provided in the Redevelopment Agreement), will evidence the Developer’s satisfaction of all obligations and covenants to perform certain work pursuant to the Redevelopment Agreement, in accordance with **Section 3.11** of the Redevelopment Agreement.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

“City” means the City of University City, Missouri, a municipal corporation and political subdivision of the State.

“City Council” means the City Council of the City.

“City Revenues” means an amount equal to the incremental revenues that are not TIF Revenues received by the City from the 1.0% countywide sales tax and the 0.5% capital improvements sales tax imposed that are generated within RPA 1, in excess of the amount of revenues generated from those taxes within RPA 1 in the year ended December 31, 2018. Notwithstanding anything to the contrary, if any retail establishment operating in the City, but outside RPA 1, as of the date of this Agreement, relocates to RPA 1, the “City Revenues” shall be reduced by the amount of taxable retail sales attributable to such retail establishment for the calendar year immediately preceding the year in which such retail establishment relocates to RPA 1. For the purpose of this definition, “relocates” shall mean if a retail establishment operating in the City closes its business within one year of relocating to a facility within RPA 1 and the City Council makes a reasonable, good faith determination that the relocation is a direct beneficiary of tax

increment financing pursuant to Section 99.805(4) of the TIF Act. So long as the City's share of the countywide sales tax and the capital improvements sales tax are distributed pursuant to a formula based on the City's population, the parties agree that City Revenues shall equal the City's share of (1) the countywide sales tax pool for the countywide sales tax (as calculated by St. Louis County, which such share is 4.707% as of March 1, 2019 and as may be adjusted from time to time thereafter) multiplied by the total countywide sales tax revenues generated within RPA 1 (which will be estimated in good faith by the City based on receipts of Economic Activity Taxes imposed by the City that are not subject to any sales tax pool sharing) and (2) the countywide sales tax pool for the capital improvements sales tax (as calculated by the Missouri Department of Revenue, which such share is 11.466% as of March 1, 2019 and as may be adjusted from time to time thereafter) multiplied by the total capital improvements sales tax revenues generated within RPA 1 (which will be estimated in good faith by the City based on receipts of Economic Activity Taxes imposed by the City that are not subject to any sales tax pool sharing).

"City Revenues Account" means an account of the Special Allocation Fund into which City Revenues may be deposited from time to time in accordance with **Section 6.1** of the Redevelopment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

"Debt Service Fund" means the fund by that name created in **Section 401**.

"Developer" means, collectively, U. City, LLC and U. City TIF Corporation, or their respective permitted successors or assigns in interest.

"District" means The Markets at Olive Community Improvement District, a community improvement district and political subdivision of the State.

"District Expenses" means, beginning with calendar year 2019, the actual costs and expenses incurred by the District to administer the District and necessary to comply with the CID Act, the Redevelopment Agreement, and the District Project Agreement, which, for calendar year 2019 shall equal \$12,000 and, for each subsequent year, shall equal the preceding year's District Expenses increased by 3% (unless a lesser amount is requested by the District).

"District Hotel Assessments" means a special assessment to be imposed on all properties within the District that rent sleeping rooms to transient guests in the amount of \$5.00 per occupied room or suite per night, as further described in the Redevelopment Agreement and the District Project Agreement.

"District Project" shall have the meaning assigned to such term in the Redevelopment Agreement.

"District Project Agreement" means the District Project Agreement dated as of August 21, 2020 among the City, the Developer and the District, as may be amended or supplemented from time to time.

"District Revenues" means, to the extent appropriated by the District pursuant to the District Project Agreement, any and all revenues generated by the District Sales Tax, the District Special Assessments and the District Hotel Assessments not otherwise deposited into the Special Allocation Fund pursuant to the Act.

"District Revenues Account" means the account within the Special Allocation Fund into which District Revenues are deposited from time to time pursuant to the Redevelopment Agreement and the District Project Agreement.

“District Sales Tax” means the community improvement sales and use tax levied by the District in accordance with the CID Act in the amount of one percent (1.0%).

“District Special Assessments” means the special assessments (other than the District Hotel Assessments) that may be levied, at the option of the District, against the owners of real property within the District, as may be permitted by the CID Act and the District Project Agreement.

“Economic Activity Taxes” shall have the meaning assigned to such term in Section 99.805 of the Act, but not including any license, tax or fee exempted from tax increment financing by State law.

“Event of Default” means any event or occurrence as defined in **Section 701**.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Interest Payment Date” means any date on which the principal of or interest on any Notes are payable.

“Investment Securities” means any of the following securities purchased in accordance with **Section 502**, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) Government Securities;
- (b) bonds, notes or other obligations of the State or any political subdivision of the State that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including the Trustee or any of its affiliates, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits;
- (f) money market mutual funds that are invested in Government Securities or agreements to repurchase such Government Securities; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State.

“Lender” means any banking institution designated by the Developer, and its successors and assigns. The initial Lender is Cedar Rapids Bank & Trust Co.

“Net Proceeds” means (a) all Payments in Lieu of Taxes on deposit in the PILOTS Account of the Special Allocation Fund and (b) excluding any Economic Activity Taxes declared as surplus pursuant to **Section 6.3(a)(1)** of the Redevelopment Agreement and subject to annual appropriation, (1) all Economic Activity Taxes on deposit in the EATS Account of the Special Allocation Fund, (2) all District Revenues on deposit in the District Revenues Account of the Special Allocation Fund, (3) all City Revenues on deposit in the City Revenues Account of the Special Allocation Fund and (4) monies on deposit in any other account of the Special Allocation Fund that have been appropriated to the payment of the Notes. Net Proceeds do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the City or the District that is the subject of a suit or other claim communicated to the City or the District that challenges the collection of such sum.

“Notes” means any note or notes authenticated and delivered under and pursuant to this Indenture.

“Note Ordinance” means Ordinance No. _____ of the City adopted on March ___, 2021, authorizing the execution and delivery of this Indenture and the issuance of the Notes.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Notes or the Trustee, and who is acceptable to the Trustee.

“Outstanding” means when used with reference to Notes, as of a particular date, all Notes theretofore authenticated and delivered under this Indenture except:

- (a) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Notes that are deemed to have been paid in accordance with **Section 902**;
- (c) Notes alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206**; and
- (d) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture.

“Owner” means the Person in whose name any Note is registered on the Register.

“Paying Agent” means the Trustee or any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Notes at which the principal of and interest on such Notes shall be payable.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the Act.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means all Net Proceeds and all moneys held in the Revenue Fund and the Debt Service Fund under this Indenture, together with investment earnings thereon.

“Prime Rate” means the prime rate reported in the “Money Rates” column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” or “base rate” announced by Bank of America, N.A., or any successor thereto.

“Project Fund” means the fund by that name created in **Section 401**.

“Purchaser” means U. City TIF Corporation, a Missouri corporation, and its successors and assigns.

“Record Date” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month immediately preceding such Interest Payment Date.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of June 13, 2019 between the City and the Developer, as amended by the First Amendment to Redevelopment Agreement dated as of _____, 2020 between the City and the Developer, and as may be further amended or supplemented from time to time.

“Redevelopment Plan” shall have the meaning set forth in the recitals to this Indenture.

“Redevelopment Project Costs” shall have the meaning assigned to such term in the Redevelopment Agreement.

“Register” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Notes.

“Registrar” means the Trustee when acting as such under this Indenture.

“Reimbursable Redevelopment Project Costs” shall have the meaning assigned to such term in the Redevelopment Agreement.

“Revenue Fund” means the fund by that name created in **Section 401**.

“RPA 1” means the redevelopment project area legally described in **Exhibit A** to the Redevelopment Agreement.

“RPA 1 Redevelopment Project” shall have the meaning set forth in the recitals to this Indenture, which the City acknowledges includes the District Project.

“Special Allocation Fund” means the RPA 1 Account of the “Olive Boulevard Commercial Corridor and Residential Conservation Area Special Allocation Fund” created within the Treasury of the City in accordance with Section 99.845 of the Act, the TIF Ordinance and the Redevelopment Agreement, and within the Special Allocation Fund a PILOTS Account, an EATS Account, a City Revenues Account and a District Revenues Account.

“State” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X**.

“Tax Compliance Agreement” means the Tax Compliance Agreement between the City and the Trustee, as the same may be amended or supplemented in accordance with the provisions thereof.

“Tax-Exempt TIF Notes” means the City’s Tax-Exempt Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A.

“Taxable TIF Notes” means the City’s Taxable Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series B.

“TIF Bonds” means tax increment revenue bonds issued by the City to refund Notes in accordance with **Section 5.2** of the Redevelopment Agreement.

“TIF Ordinance” means Ordinance No. 7105 of the City adopted on June 10, 2019, authorizing tax increment financing within RPA 1.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means BOKF, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE NOTES

Section 201. Terms of the Notes.

(a) *Authorized Amount of Notes.* No Notes may be issued under the provisions of this Indenture except in accordance with this Article. The total aggregate principal amount of Notes that may be issued hereunder is expressly limited to \$[*Principal Amount*]. The Notes shall be issued in two series: one or more Taxable TIF Notes in an aggregate principal amount not to exceed \$[*Principal Amount*], less the aggregate principal amount of the Tax-Exempt TIF Notes actually authenticated and endorsed by the Trustee, and one or more series of Tax-Exempt TIF Notes in an aggregate principal amount not to exceed the amount set forth in the approving opinion of Bond Counsel.

(b) *Title of Notes.* The Tax-Exempt TIF Notes shall be designated “Tax-Exempt Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A.” The Taxable TIF Notes shall be designated “Taxable Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series B.” The Notes may have such further appropriate particular designation added to or incorporated in such title for the Notes of any particular series as the City may determine.

(c) *Form of Notes.* The Notes shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(d) *Denominations.* The Notes shall be issuable as fully-registered Notes in Authorized Denominations.

(e) *Numbering.* Unless the City directs otherwise, each series of Notes shall be numbered from R-1 upward.

(f) *Dating.* The Notes shall be dated as provided in **Section 203(d)**, as evidenced by the Trustee’s signature on **Schedule A** to each Note.

(g) *Method and Place of Payment.* The principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal shall be payable at the principal corporate trust office of the Trustee or such other office as the Trustee may designate. Payment of interest on any Note shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Note is registered on the Note Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) by electronic transfer to such Owner upon written notice delivered to the Trustee at least 5 days prior to any Record Date and signed by such Owner containing the electronic transfer instructions including the name and address of the bank, its ABA routing number, the name and account number to which such Owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. Except as otherwise provided in subsection (h) with respect to Notes held by the Trustee, no principal on the Notes is payable unless the Owner thereof has surrendered such Notes at the principal corporate trust office of the Trustee or such other office as the Trustee may designate.

(h) *Evidence of Principal Payments.* The payment of principal of the Notes on each Interest Payment Date shall be noted on the Notes on **Schedule A** thereto. The Notes and the original **Schedule A** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner thereof. If the Notes are held by the Trustee, the Trustee shall, on each Interest Payment Date, send a revised copy of **Schedule A** via facsimile or electronic delivery to the Owner, the City, the Developer and the Lender. Absent manifest error, the amounts shown on **Schedule A** held by the Trustee shall be conclusive evidence of the principal amount paid on the Notes.

Section 202. Nature of Obligations.

(a) The Notes and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Notes, as provided in this Indenture.

(b) The Notes and the interest thereon do not constitute a debt or liability of the City (except as provided in (a) above), the District, the State or any political subdivision thereof, and do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

(c) No recourse shall be had for the payment of the principal of or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future member of the City Council or the District's Board of Directors or any trustee, officer, official, employee or agent of the City or the District, as such, either directly or through the City, the District or any successor to the City or the District, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member of the City or the District, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Notes.

(d) **NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTES TO THE CONTRARY, THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 3.1 OF THE REDEVELOPMENT AGREEMENT.**

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE NOTES TERMINATE ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST THEREON HAS BEEN PAID IN FULL.

Section 203. Execution, Authentication and Delivery of Notes.

(a) The Notes shall be executed on behalf of the City by the manual or facsimile signature of the City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Note may be signed by such persons as at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(b) The Notes shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Note shall be

entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Note shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Notes that may be issued hereunder at any one time.

(c) The City shall ensure that each Certificate of Reimbursable Redevelopment Project Costs that is submitted to the Trustee pursuant to the Redevelopment Agreement states whether the costs identified therein are with respect to (1) property that will be used in the trade or business of a governmental entity (in which case such costs will constitute an advance under the Tax-Exempt TIF Notes), or (2) property that will not be used in the trade or business of a governmental entity (in which case such costs will constitute an advance under the Taxable TIF Notes). The Trustee may rely upon any Certificate of Reimbursable Redevelopment Projects Costs received from the City.

(d) Upon the submission to the Trustee by the City of each Certificate of Reimbursable Redevelopment Project Costs, the Trustee shall (1) endorse an Outstanding Tax-Exempt TIF Note and/or Taxable TIF Note on **Schedule A** thereto to evidence an increase in the aggregate principal amount equal to such Reimbursable Redevelopment Project Costs, in each case indicating that portion that is attributable to costs of the RPA 1 Redevelopment Project (based on the information contained in each Certificate of Reimbursable Redevelopment Project Costs) and (2) send a revised copy of **Schedule A** via facsimile or electronic delivery to the Owner, the City, the District, the Developer and, with respect to any Notes issued to the Lender at the direction of the Developer, the Lender. The date of registration or endorsement of each such Note shall be the date of acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs. **Notwithstanding anything to the contrary contained herein, endorsements to the Notes may not exceed the amounts permitted by Section 5.1 of the Redevelopment Agreement based on the satisfaction of the conditions described therein by the Developer.**

Section 204. Registration, Transfer and Exchange of Notes.

(a) The Trustee is hereby appointed Registrar and as such shall keep a Register for the registration and for the transfer of Notes as provided in this Indenture. Each Note when issued shall be registered in the name of the Owner thereof on the Register.

(b) **The Notes and beneficial interests therein may only be purchased by or transferred to Approved Investors and only upon the execution by the proposed purchaser or transferee of a letter in substantially the form attached as Exhibit B hereto.** Subject to the limitations of the preceding sentence, any Note may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Note a new fully-registered Note or Notes, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture.

(c) Any Note, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Notes of the same series and maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Notes are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Notes in accordance with the provisions of this Indenture. All Notes surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee.

(e) The City or the Trustee may make a charge against each Owner requesting a transfer or exchange of Notes for every such transfer or exchange of Notes sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Note issued upon any transfer or exchange and the reasonable expenses of the City and the Trustee in connection therewith, and such charge shall be paid before any such new Note shall be delivered. The City or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid in the event the Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner hereunder or under the Notes.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Developer, the City, the District, the Lender or the Owners (or a designated representative thereof) of 10% or more in principal amount of Notes then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Note is registered on the Register shall be deemed and regarded as the absolute Owner of such Note for all purposes, and payment of or on account of the principal of and interest on any such Note shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Authorization of Notes.

(a) There shall be issued and secured by this Indenture two series of Notes in a maximum principal amount of \$[*Principal Amount*], as described in **Section 201(a)**.

(b) The Notes, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto. The Notes shall mature (subject to redemption and payment prior to maturity as provided in **Article III**) on June 9, 2042.

(c) The Notes shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at a variable rate equal to (1) the greater of (x) the Prime Rate plus 2.00% or (y) 8.00%, if the interest on the Notes (in the opinion of Bond Counsel) is not excluded from gross income for federal income tax purposes (the “*Taxable Rate*”) or (2) the Taxable Rate less 150 basis points if the interest on the Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes (the “*Tax-Exempt Rate*”). The interest rate on the Notes shall be adjusted from time to time as and when the Prime Rate changes.

(d) Notwithstanding any provision herein to the contrary, (1) in no event shall the interest rate on the Notes exceed the maximum rate permitted by law (currently 10%) and (2) in no event shall the interest rates on the Notes at the date of issuance thereof exceed the rates that, based on the Developer’s reasonable projections of Available Revenues, would enable the Notes to be paid in full before the stated maturity thereof. Unpaid interest on the Notes shall be compounded semi-annually.

(e) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Notes.

(f) The Notes shall be executed substantially in the form and manner set forth in **Exhibit A** hereto and delivered to the Trustee for authentication.

(g) Prior to or simultaneously with the authentication and delivery of the Taxable TIF Notes by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Note Ordinance, certified by the City Clerk of the City, approving the issuance of the Notes and authorizing the execution of this Indenture.

(2) Executed counterparts of this Indenture, the Redevelopment Agreement and the District Project Agreement, certified by the City Clerk.

(3) A copy of the Redevelopment Plan, certified by the City Clerk.

(4) An Opinion of Bond Counsel to the effect that the Notes constitute valid and legally binding obligations of the City.

(5) An Opinion of Bond Counsel to the effect that the Notes are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Notes.

(h) Prior to or simultaneously with the authentication and delivery of the Tax-Exempt TIF Notes by the Trustee, there shall be filed with the Trustee the following:

(1) An executed counterpart of the Tax Compliance Agreement.

(2) An Opinion of Bond Counsel to the effect that the Tax-Exempt TIF Notes constitute valid and legally binding obligations of the City and that the interest on the Tax-Exempt TIF Notes is excludable from gross income to the owners thereof for federal income tax purposes.

(i) When the documents mentioned in subsection (g) with respect to the Taxable TIF Notes and subsection (h) with respect to the Tax-Exempt TIF Notes have been filed with the Trustee, and when the applicable series of Notes have been executed and authenticated as required by this Indenture, the Trustee shall hold the applicable Notes in trust or deliver the applicable Notes to or upon the order of the purchasers thereof pursuant to **Section 201(h)**, but only upon payment of a purchase price equal to 100% of the face amount of the Notes, which payment shall be deemed to have occurred under the circumstances described in **Section 404**.

Section 206. Mutilated, Lost, Stolen or Destroyed Notes. If any Note becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Note of like date and tenor as the Note mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Note, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee.

If any such Note has matured, is about to mature or has been called for redemption, instead of issuing a substitute Note the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Note, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Notes Upon Payment. All Notes which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately cancelled upon the payment, redemption or purchase of such Notes and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute a certificate in duplicate describing the Notes so cancelled, and shall file executed counterparts of such certificate with the City.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption of Notes Generally. The Notes shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Notes.

(a) *Optional Redemption.* The Notes are subject to optional redemption by the City, in whole at any time or in part at any time, at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

(b) *Special Mandatory Redemption.* The Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount (subject to **Section 303**) equal to the amount which, 40 days (10 days if all of the Notes are held by a single party) prior to each Interest Payment Date, is on deposit in the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

Section 303. Selection of Notes to be Redeemed.

(a) Notes shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Notes are to be redeemed and paid prior to maturity, such Notes or portions of Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Notes to be redeemed in Authorized Denominations in such equitable manner as it may determine. All Taxable TIF Notes shall be redeemed prior to the Tax-Exempt TIF Notes.

(b) In the case of a partial redemption of Notes when Notes of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Note of the denomination of the minimum Authorized Denomination.

Section 304. Notice of Redemption of Notes.

(a) In the case of Notes called for redemption under **Section 302(a)**, the Trustee shall call Notes for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days (15 days if all of the Notes are owned by the Developer, the Purchaser or the Lender) prior to the redemption date of a written request of the City. Unless waived by any Owner of Notes to be redeemed, official notice of any redemption of any Note shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days (5 days if all of the Notes are owned by the Developer, the Purchaser or the Lender) and not more than 60 days prior to the date fixed for redemption to the Owner of the Note or Notes to be redeemed at the address shown on the Register; provided, however, that failure of any Owner to receive notice given as provided in this Section or any defect therein as to any particular Note shall not affect the validity of any proceedings for the redemption of any Notes.

(b) All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all Outstanding Notes are to be redeemed, the identification number and maturity date(s) (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or such other office as the Trustee may designate.

(c) The Trustee shall provide a copy of each redemption notice by first-class mail or electronic mail to the City, the District, the Developer and the Lender.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, the City shall deposit moneys or Government Securities with the Trustee as provided in **Sections 402 and 902** to pay the Notes called for redemption, including accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304**, the Notes or the portions of the principal amount of Notes thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds. The following funds of the City are hereby created and established with the Trustee:

- (a) Revenue Fund, which shall contain a PILOTS Account, an EATS Account, a District Revenues Account and a City Revenues Account.
- (b) Debt Service Fund.
- (c) Project Fund.

Each fund shall be maintained by the Trustee as a separate and distinct trust fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

Section 402. Revenue Fund.

(a) On or before the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Notes remain Outstanding, the City shall transfer (or with respect to funds to be deposited into the District Revenues Account of the Revenue Fund, cause the District to transfer):

- (1) all Net Proceeds constituting Payments in Lieu of Taxes to the Trustee for deposit into the PILOTS Account of the Revenue Fund;
- (2) all Net Proceeds constituting Economic Activity Taxes to the Trustee for deposit into the EATS Account of the Revenue Fund;
- (3) all Net Proceeds constituting District Revenues to the Trustee for deposit into the District Revenues Account of the Revenue Fund; and
- (4) all Net Proceeds constituting City Revenues to the Trustee for deposit into the City Revenues Account of the Revenue Fund.

Each transfer shall be accompanied by a written report in substantially the form attached hereto as **Exhibit C**. If the City has no Net Proceeds to transfer to the Trustee pursuant to the preceding sentence, the City shall so notify the Trustee in writing on or before the date on which such transfer would otherwise be required.

(b) On each Interest Payment Date, moneys which, according to the Trustee's records, were on deposit in the Revenue Fund on the 40th day (10th day if all of the Notes are owned by the Developer, the Purchaser or the Lender) prior to each Interest Payment Date, shall be applied, paid, transferred or deposited by the Trustee (first from moneys on deposit in the EATS Account, then from the District Revenues Account, then from the PILOTS Account and then from the City Revenues Account for the purposes and in the amounts as follows:

- (1) From the District Revenues Account only, pay the District Expenses to the District;
- (2) Pay arbitrage rebate, if any, that the City certifies to the Trustee is owed with respect to the Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

(3) Pay the reasonable fees and expenses owing to the Trustee, upon delivery to the City of an invoice for such amount;

(4) At the written direction of the City, pay to the City the fees and expenses incurred by the City in the administration of the Redevelopment Plan in an amount equal to \$25,000.00 for calendar year 2021, increased by 3% for each subsequent calendar year;

(5) At the written direction of the City, pay to the City the extraordinary fees and expenses incurred by the City relating to the Commission's and the City's consideration of the Redevelopment Plan, the TIF Ordinances, the Redevelopment Agreement and the Notes, including but not limited to (A) any litigation costs not paid by the Developer pursuant to **Section 7.16** of the Redevelopment Agreement and (B) the costs of responding to any audit, questionnaire or other request for information from the Internal Revenue Service regarding the Notes;

(6) Transfer to the Debt Service Fund for payment of any unpaid interest due on a prior Interest Payment Date;

(7) Transfer to the Debt Service Fund for payment of interest becoming due on the Notes on each Interest Payment Date;

(8) Transfer to the Debt Service Fund for payment of scheduled principal of (by reason of maturity or mandatory sinking fund redemption), and premium, if any; and

(9) Transfer to the Debt Service Fund, all remaining moneys to the extent possible to pay the principal of and accrued interest on the Notes that are subject to redemption on the next succeeding Interest Payment Date pursuant to **Section 302(b)**.

(c) Notwithstanding anything to the contrary contained herein:

(1) Money in the District Revenues Account may not be applied as provided in paragraphs (b)(6) – (9) until the City and the District provide the Trustee with a written certification identifying the amount of Reimbursable Redevelopment Project Costs for each series of Notes represented by the Certificates of Reimbursable Redevelopment Project Costs received by the Trustee pursuant to **Section 203** that may be paid from District Revenues pursuant to the CID Act (which certification may be updated by the City and the District from time to time as new Certificates of Reimbursable Redevelopment Project Costs are submitted to the Trustee). Following receipt of such certification, money in the District Revenues Account may be applied as provided in paragraphs (b)(6) – (9), subject to the limitations in (2) below.

(2) The ratio of money from the District Revenues Account applied pursuant to paragraphs (b)(6) – (9) for each series of Notes to the total money from all accounts applied pursuant to paragraphs (b)(6) – (9) for each series of Notes shall not exceed the ratio of District Revenues-eligible costs for such series of Notes certified by the City and the District, as provided above, to the total of all Reimbursable Redevelopment Project Costs represented by previously submitted Certificates of Reimbursable Redevelopment Project Costs.

For example, if (i) previously submitted Certificates of Reimbursable Redevelopment Project Costs represented a total of (A) \$500,000 in Reimbursable Redevelopment Project Costs endorsed on **Schedule A** of the Tax-Exempt TIF Notes and (B) \$1,000,000 in Reimbursable Redevelopment Project Costs endorsed on **Schedule A** of the Taxable TIF Notes pursuant **Section 203** and (ii) the City and the District certified that (A) \$250,000 of the Reimbursable Redevelopment Project Costs attributable to the Tax-

Exempt TIF Notes and (B) \$100,000 of the Reimbursable Redevelopment Project Costs attributable to the Taxable TIF Notes may be paid from District Revenues, then no more than 50% of the money applied pursuant to paragraphs (b)(6) – (9) to pay principal and interest on the Tax-Exempt TIF Notes and no more than 10% of the money applied pursuant to paragraphs (b)(6) – (9) to pay principal and interest on the Taxable TIF Notes may originate from the District Revenues Account.

(d) If the moneys available in the Revenue Fund are insufficient to pay the City as provided in paragraph (b)(4) or (b)(5) on any Interest Payment Date, then the unpaid portion shall be carried forward to the next Interest Payment Date, with interest thereon at the Prime Rate.

(e) If the money in the Debt Service Fund is insufficient to pay all accrued interest on the Notes on any Interest Payment Date, then such money shall be applied ratably to the payment of interest, according to the amounts due on such installment, to the persons entitled thereto without any discrimination or privilege. Any unpaid interest shall be compounded semi-annually.

(f) Upon the payment in full of the principal of and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Trustee and any Paying Agents, and any other amounts required to be paid under this Indenture, all amounts remaining (1) on deposit in the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund, (2) on deposit in the City Revenues shall be paid to the City for deposit and use in accordance with applicable State laws and (3) on deposit in the District Revenues Account shall be paid to the District for deposit and use in accordance with the CID Act and the District Project Agreement.

Section 403. Debt Service Fund.

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Notes as the same mature and become due or upon the redemption thereof.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Notes as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Notes.

(c) The Trustee shall use any moneys remaining in the Debt Service Fund to redeem all or part of the Notes Outstanding and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of Notes theretofore matured or called for redemption.

(d) After payment in full of the principal of and interest on the Notes (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund that are (1) allocable to the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund, (2) allocable to the City Revenues Account of the Revenue Fund shall be paid to the City for deposit and use in accordance with applicable State laws and (3) allocable to the District Revenues Account of the Revenue Fund shall be paid to the District for deposit and use in accordance with the CID Act and the District Project Agreement.

Section 404. Project Fund. Upon (a) the Developer's submission of a Certificate of Reimbursable Redevelopment Project Costs in accordance with **Section 4.2** of the Redevelopment Agreement and the City's acceptance thereof and (b) the endorsement of a Note pursuant to **Section 203(d)**, the Developer shall be deemed to have advanced funds necessary to purchase such Note, and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund. The City shall promptly provide a copy of each Certificate of Reimbursable Redevelopment Project Costs and the Certificate of Substantial Completion to the Trustee upon the City's approval thereof. Upon the Trustee's receipt of such approved Certificate of Reimbursable Redevelopment Project Costs, the Trustee shall endorse the Notes pursuant to **Section 203(d)**.

Section 405. Non-Presentation of Notes.

(a) If any Note is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Note shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Note who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Note. The Trustee shall give notice to the Owners of the Notes that it is holding for their benefit sufficient funds for the payment thereof.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Notes within one year after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

(a) Moneys in all funds and accounts under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, then the Trustee shall invest such moneys in Investment Securities described in subparagraph (f) of the definition thereof. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments. Moneys on deposit in all funds and accounts

may be invested only in Investment Securities which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department or that of its affiliates or subsidiaries. The Trustee shall not be liable for any loss resulting from any investments made in accordance herewith except if the loss was caused by the Trustee's negligence or willful misconduct.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the date of such valuation.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. Authority to Issue Notes and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Notes and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Notes has been duly and effectively taken; and that the Notes in the hands of the Owners thereof (or held by the Trustee as provided herein) are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that its responsible financial officer will include in the budget proposal submitted to the City Council for each fiscal year that the Notes are Outstanding a request for an appropriation of moneys in the EATS Account of the Special Allocation Fund and the City Revenues Account of the Special Allocation Fund for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in **Section 402**.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Notes and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described. The Redevelopment Agreement and all other documents or instruments required by the Trustee shall be delivered to and held by the Trustee.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements and such other documents as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the owners of the Notes and the rights of the Trustee hereunder. The Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. The City hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. In carrying out its duties under this Section, the Trustee may rely on an Opinion of Counsel specifying what actions are required to comply with this Section, and unless otherwise notified in writing by the City, shall be protected in (a) relying on such initial filing and descriptions in filing any continuation statements or modifications thereto pursuant to this section and (b) filing any continuation statements in the same filing offices as the initial filings were made.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Notes, the Special Allocation Fund and to the distribution of proceeds thereof shall at all reasonable times be open to inspection by such accountants or other agencies or persons as the other party, the District or the Developer may from time to time designate.

Section 608. Tax Covenants.

(a) The City shall not use or permit the use of any proceeds of the Tax-Exempt TIF Notes or any other funds of the City, and the Trustee shall not use or permit the use of any proceeds of the Tax-Exempt TIF Notes or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Tax-Exempt TIF Note to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

(b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of Tax-Exempt TIF Notes or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Tax-Exempt TIF Notes being treated as other than an obligation described in Section 103(a) of the Code.

(c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Tax-Exempt TIF Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Tax-Exempt TIF Note to be a “private activity bond” within the meaning of Section 141(a) of the Code.

(d) The Trustee agrees to comply with any written letter or opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Tax-Exempt TIF Notes.

(e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to **Article IX** or any other provision of this Indenture, until the final scheduled payment of all Notes Outstanding.

Section 609. Collection of Payments in Lieu of Taxes and Economic Activity Tax Revenues. The City shall, at the written request of the Owners of a majority in aggregate principal amount of Notes then Outstanding and upon receipt by the City from said Owners of an amount deemed necessary, in the sole judgment of the City, to enable the City to comply with this Section, (a) take all lawful action within its control to cause the Assessor of St. Louis County, Missouri to assess the real property and improvements within RPA 1 at the times and in the manner required by the Act and (b) take such action as may be required to cause the applicable persons or entities to pay the sales taxes associated with the Economic Activity Taxes.

Section 610. Enforcement of Redevelopment Agreement and District Project Agreement.

(a) The City shall enforce the provisions of the Redevelopment Agreement and the District Project Agreement in such manner as the City deems prudent and advisable in its good faith discretion. The City may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Redevelopment Agreement or the District Project Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages.

(b) The City shall notify the Trustee in writing as to any material failure of performance under the Redevelopment Agreement or the District Project Agreement, and at the time of such notification the City shall also advise the Trustee what action the City proposes to take in enforcing available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee shall so advise the City promptly in writing. If, within thirty (30) days following advice by the Trustee that some additional or other action would be more effective, the City has not taken such other or additional action, and the Trustee has not, after consultation with the City, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Notes. In furtherance of the rights granted to the Trustee by this Section, the City hereby assigns to the Trustee all of the rights it may have in the enforcement of the Redevelopment Agreement and the District Project Agreement, further authorizing the Trustee in its own name or in the name of the City to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. If any one or more of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default:”

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Notes contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City and the District by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of Notes

then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or

(b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

The Trustee shall give written notice of any Event of Default to the City, the District and the Developer as promptly as practicable after the occurrence of an Event of Default of which the Trustee has received notice as provided in **Section 801(h)**.

Section 702. Acceleration.

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Notes then Outstanding, by notice in writing delivered to the City, the District and the Developer, declare the principal of all Notes then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712**, the Trustee, the City, the District, the Developer, and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.

(a) If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (1) reasonable compensation to the Trustee, its agents and counsel, and (2) any reasonable charges and expenses of the Trustee and its counsel hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708**. Whenever all that is due upon the Notes has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

(b) While in possession of the Trust Estate, the Trustee shall render a summarized statement of receipts and expenditures related to the Trust Estate annually to the City, the District and the Developer.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income,

products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Notes then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Notes then Outstanding and indemnified as provided in **Section 801(l)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it for which it has not been indemnified as provided in **Section 801**.

(c) All rights of action under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708**, be for the equal benefit of all the Owners of the Outstanding Notes.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

(a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)**, and

(b) such default has become an Event of Default, and

(c) the Owners of not less than 25% in aggregate principal amount of the Notes then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(l)**, and

(d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Notes then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Note at and after its maturity or the obligation of the City

to pay the principal of and interest on each of the Notes to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Note expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Notes then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801**.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture or the Redevelopment Agreement or pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including, without limitation, attorneys' fees), and subject to the provisions of **Section 703**, be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Revenue Fund shall be applied as follows:

(a) If the principal of all the Notes has not become or has not been declared due and payable, all such moneys shall be applied:

(1) *First* -- To the payment to the Persons entitled thereto of all installments of interest then due and payable on the Notes, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Notes to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege.

(2) *Second* -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Notes that have become due and payable (other than Notes called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Notes has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Notes, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Note over any other Note, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all the Notes has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712**, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all the Notes shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all of the Notes and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid (including without limitation those of its agents or counsel), and any other amounts required to be paid under this Indenture, any balance remaining in (1) the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund, (2) the City Revenues Account of the Revenue Fund shall be paid to the City for deposit and use in accordance with applicable State laws and (3) the District Revenues Account of the Revenue Fund shall be paid to the District for deposit and use in accordance with the CID Act and the District Project Agreement.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the District, the Developer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of the Notes then Outstanding. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the District, the Developer, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act or refrain from acting and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City, the District, the Developer or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802**, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Notes (except with respect to the Certificate of Authentication of the Trustee endorsed on the Notes), or for the recording or rerecording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed as part of the RPA 1 Redevelopment Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Notes. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** except if such loss is caused by the Trustee's negligence or willful misconduct.

(d) The Trustee shall not be accountable for the use of any Notes authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture reasonably believed by it to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Note, shall be conclusive and binding upon all future Owners of the same Note and upon Notes issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee may rely upon a certificate signed by an Authorized City Representative or Authorized Developer Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been

notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice of any Event of Default unless the Trustee is specifically notified in writing of such Event of Default by the City, the District, the Developer or by the Owners of at least 25% in aggregate principal amount of all Notes then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of RPA 1, including all books, papers and records of the City pertaining to the District, the Developer, and the Notes, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Notes, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Notes, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action concerning the payment of principal and interest on the Notes under **Article II**, declaring an Event of Default or accelerating the maturity of the Notes, the Trustee may, in its discretion, require that a reasonably satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers, agents, attorneys or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of a majority of the Owners by principal amount of the Notes then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(4) subject to subsection (1) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee and Paying Agent.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees and expenses for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, expenses and charges of the Trustee as Paying Agent and as Registrar for the Notes. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Note, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, expenses and charges incurred. Notwithstanding the foregoing, if moneys in the Revenue Fund are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph (3) of **Section 402(b)** on any Interest Payment Date, the unpaid portion shall be carried forward to the next Interest Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)**, then the Trustee shall within five (5) days give written notice thereof to the

City, the District and the Developer and within thirty (30) days (five (5) Business Days if the maturity of the Notes has been accelerated pursuant to **Section 702**) by first class mail to the Owners of all Notes then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Notes, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of Notes then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(I)** as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808**, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign as Trustee and Paying Agent from the trusts hereby created by giving at least 60 days' written notice to the City, the District, the Developer, the Lender and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed as Trustee and Paying Agent for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee, the Lender, the Developer and signed by the Owners of a majority in aggregate principal amount of Notes then Outstanding. If no Event of Default has occurred and is continuing, or no event exists that constitutes or with the giving of notice or passage of time would constitute a default or Event of Default, the Trustee may be removed as Trustee and Paying Agent for cause (including the failure of the City and the Trustee to agree on the reasonableness of the fees and expenses of the Trustee under this Indenture) at any time by an instrument or concurrent instruments in writing delivered to the Lender, the Developer and the Trustee, and signed by the City. The City, the District, the Lender, the Developer or the Owners of a majority in aggregate principal amount of the Notes then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee as Trustee and Paying Agent. No resignation or removal of the Trustee shall become effective until a successor Trustee has been appointed pursuant to **Section 807** and has accepted its appointment under **Section 809**.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Developer (provided no Event of Default has occurred and is continuing) or the Owners of a majority in aggregate principal amount of Notes then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Developer or the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by the Developer or such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal

of the current Trustee, the Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under **Section 809**.

Section 808. Qualifications of Successor Trustees. Any trustee appointed in succession to the Trustee hereunder shall be a trust institution or commercial bank with a corporate trust office located in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$100,000,000. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City, the District and the Developer an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; and the obligations and duties of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be reasonably required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Redevelopment Agreement, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be reasonably required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds,

conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. The Trustee shall render an annual statement for each calendar year ending December 31 to the City, the District, the Developer and, if so requested and the expense thereof is paid, to any Owner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Notes.

(b) The City may appoint one or more additional Paying Agents for the Notes. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the City, the District and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Notes until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Notes when such Notes are duly presented to it for payment or redemption, which Notes shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent (if other than the Trustee) may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City, the District, the Developer, the Lender and the Trustee. The Paying Agent (if other than the Trustee) may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee, with a copy to the District, the Developer and the Lender. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee. Any successor Trustee shall automatically become a successor Paying Agent.

(d) If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

(a) When the principal of and interest on all the Notes have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902**, and provision also is made for paying all other sums payable hereunder, including the fees, charges and expenses of the Trustee and the Paying Agents to the date of payment of the Notes, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Fund required to be paid to the Owners under **Section 403**, except amounts set aside for payment of arbitrage rebate, if any, and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Notes.

(b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Notes then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Notes Deemed to Be Paid.

(a) Notes shall be deemed to be paid within the meaning of this Article when payment of the principal on such Notes, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and, with respect to Tax-Exempt TIF Notes deemed to be paid within the meaning of this Article, the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Tax-Exempt TIF Notes to be included in gross income for purposes of federal income taxation. At such time as a Note is deemed to be paid hereunder as aforesaid, such Note shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Notes which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Notes as aforesaid until, as to all such Notes which are to be redeemed prior to their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Notes and interest thereon shall be applied to and be used solely for the payment of the particular Notes and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate that was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Notes for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Notes in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or
- (g) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Owners. In exercising such judgment, the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Notes then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Note;

- (b) a reduction in the principal amount, redemption premium or any interest payable on any Note;
- (c) a privilege or priority of any Note or Notes over any other Note or Notes;
- (d) a reduction in the aggregate principal amount of Notes the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee or such other office as the Trustee may designate for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Notes Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Note shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Developer and Lender Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights or obligations of the Developer shall not become effective unless and until the Developer and the Lender, if any, have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed to the Developer at least 45 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1004. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001 or 1002**, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Section 1001 or 1002**, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture and the Act, complies with their respective terms, and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Tax-Exempt TIF Notes then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Note) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes and the amount or amounts, numbers and other identification of such Notes, and the date of holding the same shall be proved by the Register, absent manifest error.

Section 1102. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City, the Trustee, the District or the Developer if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, confirmed by telephone, on the same day, addressed as follows, provided that notice to the Trustee shall be effective only upon receipt:

(a) To the City at:

City of University City
6801 Delmar Boulevard
University City, Missouri 63130
Attention: City Manager
grose@ucitymo.org

with copies to:

John F. Mulligan, Jr.
Attorney at Law
101 South Hanley Road, Suite 1280
Clayton, Missouri 63105
jfmulliganjr@aol.com

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark D. Grimm, Esq.
mgrimm@gilmorebell.com

(b) To the Trustee at:

BOKF, N.A.
200 N. Broadway, Suite 1710
St. Louis, Missouri 63102
Attn: Corporate Trust Department

(c) To the District at:

The Markets at Olive Community Improvement District
c/o Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne
jpbrowne@novusdev.com

with copies to:

Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne
jpbrowne@novusdev.com

and

Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, Missouri 63105
Attention: Kevin M. Cushing
kmc@carmodymacdonald.com

(d) To the Developer at:

U. City, L.L.C. and U. City TIF Corporation
c/o Novus Development
20 Allen Avenue, Suite 400
Webster Groves, Missouri 63119
Attention: Jonathan Browne
jpbrowne@novusdev.com

with a copy to:

Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, Missouri 63105
Attention: Kevin M. Cushing
kmc@carmodymacdonald.com

(e) To the Owners:

By first class mail addressed to each of the Owners of all Notes at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Notes shall be deemed given at the time of mailing whether or not actually received by the Owners of the Notes.

(f) To the Lender:

Cedar Rapids Bank & Trust Co.
500 1st Ave. NE, Suite 100
Cedar Rapids, Iowa 52401
Attention: Mitch McElree

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The Lender, if any, shall be provided a copy of any notice to the Developer. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Notes is intended or shall be construed to give any person other than the parties hereto, the Developer and the Owners of the Notes, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto, the Developer and the Owners of the Notes as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Notes or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Notes from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under

any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Notes.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein or in the Redevelopment Agreement, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Transactions. Unless otherwise specified herein, the transactions and other activities described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1112. Action by City. When any action or consent of the City is required by this Indenture, such action or consent may be undertaken or given by an Authorized City Representative.

Section 1113. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of University City, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A. has caused these presents to be signed in its name by a duly authorized officer, all as of the day and year first above written.

CITY OF UNIVERSITY CITY, MISSOURI

[SEAL]

By: _____
City Manager

ATTEST:

City Clerk

[Indenture]

**BOKF, N.A.,
as Trustee**

By: _____
Name: _____
Title: _____

[Indenture]

EXHIBIT A

FORM OF TIF NOTES

THIS NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-____**

**Registered
Up to \$ _____
(See Schedule A attached)**

CITY OF UNIVERSITY CITY, MISSOURI

**[TAXABLE] TAX INCREMENT REVENUE NOTE
(OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION
REDEVELOPMENT PROJECT AREA 1)
SERIES [A/B]**

Rate of Interest: Variable, as described below

Maturity Date: June 9, 2042

REGISTERED OWNER:

PRINCIPAL AMOUNT: See **SCHEDULE A** attached hereto.

The **CITY OF UNIVERSITY CITY, MISSOURI**, an incorporated political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on **Schedule A** attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on **Schedule A** attached hereto or from the most recent Interest Payment Date to which interest has been paid or duly provided for (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate defined below. Interest shall be payable semiannually on May 1 and November 1 in each year (each, an “Interest Payment Date”), beginning on the first Interest Payment Date following the initial transfer of moneys to the Special Allocation Fund. Interest that remains unpaid on any Interest Payment Date shall be compounded semi-annually.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined) or the Redevelopment Agreement dated as of June 13, 2019 among the City, U. City, LLC and U. City TIF Corporation, as amended by the First Amendment to Redevelopment Agreement dated as of _____, 2020 among the City, U. City, LLC and U. City TIF Corporation, and as may be further amended or supplemented from time to time (collectively, the “Agreement”).

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS NOTE TERMINATE ON JUNE 9, 2042, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS

BEEN PAID IN FULL. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN THE INDENTURE, THIS NOTE MAY BECOME SUBORDINATED TO OTHER OBLIGATIONS OF THE CITY AS PROVIDED IN THE AGREEMENT. REFERENCE IS MADE TO THE INDENTURE AND THE AGREEMENT FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.

The principal of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this Note at the principal corporate trust office in St. Louis, Missouri of BOKF, N.A., as trustee (the "Trustee"). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the Register at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of such registered owner shown on the Register or (b) by electronic transfer to such registered owner upon written notice given to the Trustee and signed by such registered owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed and an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Notes shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Note is one of an authorized series of fully-registered notes of the City designated "City of University City, Missouri, [Tax-Exempt] [Taxable] Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series _____," which together with other authorized series of fully-registered Notes of the City designated "City of University City, Missouri, Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series _____," aggregate a principal amount of \$[*Principal Amount*] (collectively the "Notes"). The Notes are being issued for the purpose of paying a portion of the Reimbursable Redevelopment Project Costs in connection with the redevelopment of RPA 1 of the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Area, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the "Act"), the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), and pursuant to a Trust Indenture dated as of March 1, 2021, between the City and the Trustee (said Trust Indenture, as amended and supplemented in accordance with the terms thereof, being herein called the "Indenture").

The Notes constitute special, limited obligations of the City payable as to principal, premium, if any, and interest solely from Note proceeds, Net Proceeds and investment earnings thereon. "Net Proceeds" means (a) all Payments in Lieu of Taxes on deposit in the PILOTS Account of the Special Allocation Fund and (b) subject to annual appropriation, (1) subject to **Section 6.3(a)(1)** of the Redevelopment Agreement, all Economic Activity Taxes on deposit in the EATS Account of the Special Allocation Fund, (2) all District Revenues on deposit in the District Revenues Account of the Special Allocation Fund, (3) all City Revenues on deposit in the City Revenues Account of the Special Allocation Fund and (4) monies on deposit in any other account of the Special Allocation Fund that have been appropriated to the payment of the Notes. Net Proceeds do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (2) any sum received by the City that is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

"Interest Rate" means a variable rate equal to (i) the greater of (x) the Prime Rate plus 2.00% or (y) 8.00%, if the interest on the Notes (in the opinion of Bond Counsel) is not excluded from gross income for

federal income tax purposes (the “*Taxable Rate*”) or (ii) the Taxable Rate less 150 basis points if the interest on the Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes (the “*Tax-Exempt Rate*”). The interest rate on the Notes shall be adjusted from time to time as and when the Prime Rate changes. Notwithstanding any provision herein to the contrary, in no event shall the interest rate on the Notes exceed the maximum rate permitted by law.

The Notes shall not constitute debts or liabilities of the City, the District, the State of Missouri or any political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. Neither the City, the District, the Tax Increment Financing Commission of the City of University City, Missouri, the commissioners of said Commission, the officers and employees of the City or the District, nor any person executing the Notes shall be personally liable for such obligations by reason of the issuance thereof.

NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OR IN THE NOTES TO THE CONTRARY, THE NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 3.1 OF THE AGREEMENT.

The Notes are subject to optional redemption by the City in whole or in part at any time at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The Notes are subject to special mandatory redemption by the City on any Interest Payment Date, at the redemption price of 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to the amount which, 40 days prior to each Interest Payment Date (10 days if all of the Notes are owned by a single party), is on deposit in the Debt Service Fund and which will not be required for the payment of interest on such Interest Payment Date.

If any of the Notes are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days (10 days if all of the Notes are owned by a single party) and not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Note to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, and provided that moneys are on deposit with the Trustee to effect the required redemption, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Notes or portions of Notes so called for redemption shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any parties to receive any notice of redemption shall not cause any Note called for redemption to remain Outstanding.

Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding Notes are to be redeemed and paid prior to maturity, such Notes or portions of Notes to be redeemed shall be redeemed in the order of maturity designated by the City, and, within any maturity, the Trustee shall select the Notes to be redeemed in Authorized Denominations in such equitable manner as the Trustee may determine. All Taxable TIF Notes shall be redeemed prior to the Tax-Exempt TIF Notes.

This Note may be transferred or exchanged, as provided in the Indenture, only upon the Register, upon surrender of this Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the registered owner’s duly authorized agent. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER’S ACCEPTANCE HEREOF, THAT THE RIGHT TO

TRANSFER, ASSIGN OR NEGOTIATE THIS NOTE SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS, AS DEFINED BELOW. Accordingly, this Note will be transferable only upon prior delivery to the Trustee of a letter in substantially the form attached to the Indenture as **Exhibit B**, signed by the transferee, showing that such transferee is an Approved Investor. After the Trustee receives the foregoing statement, a new Note of the same maturity and in the same principal amount outstanding as the Note which was presented for transfer or exchange shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City and the Trustee may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. For the purposes of this Note, "Approved Investor" means (a) the Developer, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, (d) any general business corporation or enterprise with total assets in excess of \$50,000,000, (e) the Lender or (f) the Purchaser.

This Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Notes have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF UNIVERSITY CITY, MISSOURI** has executed this Note by causing it to be signed by the manual signature of its City Manager and attested by the manual signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Note to be dated as of the effective date of registration as shown on **Schedule A**.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
City Manager

(Seal)

Attest:

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Medallion Signature Guarantee:

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within-mentioned Indenture.

<u>Date⁽¹⁾</u>	<u>Additions to Principal Amount⁽²⁾</u>	<u>Principal Amount Paid/Cancelled</u>	<u>Outstanding Principal Amount</u>	<u>Authorized Signatory of Trustee</u>
_____, 20__	\$	\$	\$	
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				
_____, 20__				

⁽¹⁾ Date of Advance (which constitutes Date of Registration with respect to such portion of the Note) or Interest Payment Date. Advances are limited to one per calendar month.

⁽²⁾ **Additions to the Principal Amount may not exceed the amounts permitted by Section 5.1 of the Redevelopment Agreement.**

EXHIBIT B

PURCHASER'S LETTER OF REPRESENTATIONS

[Date]

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

BOKF, N.A.
200 N. Broadway, Suite 1710
St. Louis, Missouri 63102

Re: City of University City, Missouri, Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of the above-referenced notes (the "Notes"), issued by the City of University City, Missouri (the "City"). The Notes are secured in the manner set forth in Ordinance No. ____ of the City, adopted on _____, 2021 (the "Ordinance") and in the Trust Indenture dated as of March 1, 2021 (the "Indenture"), between the City and BOKF, N.A., as Trustee. The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations and other municipal obligations, to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Notes. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Notes. The undersigned understands that the Notes are repayable solely from Pledged Revenues (as defined in the Indenture) and, with respect to a portion of the funds therein, subject to annual appropriation by the City Council and the Board of Directors of The Markets at Olive Community Improvement District (the "District").

2. The undersigned has made its own inquiry and analysis with respect to or affecting the likelihood of the payment of the Notes. The undersigned acknowledges that the City, the District, U. City, LLC and U. City TIF Corporation have offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the undersigned has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Notes, this financing transaction, the City, the District, U. City, LLC and U. City TIF Corporation.

3. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the Notes based solely upon its own inquiry and analysis.

4. The undersigned understands that the Notes do not constitute an indebtedness of the City, the District or the State of Missouri or a loan or credit thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction.

5. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the Notes as set forth in paragraph 7 below.

6. The undersigned is purchasing the Notes for its own account for investment (and not on behalf of another) and has no present intention of reselling the Notes or dividing its interest therein; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the Notes as set forth in paragraph 7 below.

7. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the Notes shall be limited to the sale, assignment, negotiation or transfer to an Approved Investor (as defined in the Indenture).

8. The undersigned agrees for federal income tax purposes it will treat each Note acquired from the City by it or any related party as full payment of all Redevelopment Project Costs and/or Reimbursable Redevelopment Project Costs for which the Note was issued.

9. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, reasonable attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or effected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Notes in violation of this letter.

10. The undersigned has satisfied itself that the Notes may be legally purchased by the undersigned.

11. The undersigned represents to each of you that the undersigned is an Approved Investor.

Sincerely,

_____,
as Purchaser

By: _____
Title: _____

EXHIBIT C

FORM OF MONTHLY REPORT

[Date]

BOKF, N.A., as Trustee
200 N. Broadway, Suite 1710
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: City of University City, Missouri, Tax Increment Revenue Notes (Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1), Series A and B

Ladies and Gentlemen:

The City herewith transfers to the Trustee the following sums that were received by the City during the month of _____, [year]:

\$ _____	Net Proceeds constituting Payments in Lieu of Taxes (for deposit into the PILOTS Account of the Revenue Fund)
\$ _____	Net Proceeds constituting Economic Activity Taxes (for deposit into the EATS Account of the Revenue Fund)
\$ _____	Net Proceeds constituting City Revenues (for deposit into the City Revenues Account of the Revenue Fund)
\$ _____	Net Proceeds constituting District Revenues (for deposit into the District Revenues Account of the Revenue Fund)

All moneys so received, totaling \$ _____, have been transferred to BOKF, N.A., as Trustee (the "Trustee") under the Trust Indenture dated as of March 1, 2021, between the Trustee and the City. All capitalized terms not defined herein shall have the meanings ascribed for them in said Indenture.

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
Title: _____