

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:**

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](mailto: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 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.

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.

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 101<sup>st</sup> 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





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**LaRette Reese**

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**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**

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5017 Washington Place, Suite 200  
St. Louis MO 63108



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**LaRette Reese**

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**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**

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**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](mailto: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](http://www.ucitymo.org)

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**From:** Garrett Broshuis <[gbroshuis@gmail.com](mailto:gbroshuis@gmail.com)>  
**Sent:** Saturday, February 20, 2021 3:29 PM  
**To:** Council Comments Shared <[councilcomments@ucitymo.org](mailto: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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Garrett R. Broshuis

J.D.

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

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Garrett R. Broshuis

J.D.

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





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**LaRette Reese**

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**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

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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

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Coach Jeremiah Weinstock  
7052 Stanford Ave.

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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 7<sup>th</sup> 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 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 the 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  
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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.

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**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 AS 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.

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

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 herby 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**

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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

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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**

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### **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.

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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

	8U -Coach Pitch	9U	10U	11U	12U	13U/14U	16U/18U	ADULT SOFTBALL
BASEBALL								
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		X			
FOGERTY PARK (Practice Only)	X							

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# NOVEL CORONAVIRUS (COVID-19)



## 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.**

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](http://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](http://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](http://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



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**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

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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

3208

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 7<sup>th</sup> 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 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.

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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  
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