



MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE
Monday, March 22, 2021
6:30 p.m.

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

City Council will Meet Electronically on March 22, 2021

On March 20, 2020, City Manager Gregory Rose declared a State of Emergency for the City of University City due to the COVID-19 Pandemic. Due to the ongoing efforts to limit the spread of the COVID-19 virus, the March 22, 2021 meeting will be conducted via videoconference.

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

Webinar via the link below:

<https://us02web.zoom.us/j/86153594346?pwd=NURXNFQxVEJicDQQTVBjNzSVhoZz09>

Passcode: 107229

Live Stream via YouTube:

https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

Audio Only Call

Or iPhone one-tap :

US: +13017158592, 86153594346# or +13126266799, 86153594346#

Or Telephone:

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

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

Webinar ID: 861 5359 4346

International numbers available: <https://us02web.zoom.us/j/86153594346>

Citizen Participation and Public Hearing Comments:

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

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

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

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



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

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. APPROVAL OF MINUTES

1. March 8, 2021 – Regular Minutes

E. APPOINTMENTS to BOARDS & COMMISSIONS

1. Kathleen Sorkin is nominated for re-appointment to EDRST Board by Mayor Terry Crow
2. Edward Nickels is nominated as a fill-in to the Historic Preservation Commission replacing Donna Marin by Councilmember Stay Clay.

F. SWEARING IN to BOARDS & COMMISSION

1. Cynthia Martin was sworn into the Economic Development Retail Sales Tax Board on March 18, 2021 via Zoom.

G. CITIZEN PARTICIPATION

Procedures for submitting comments for Citizen Participation and Public Hearings:

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H. CONSENT AGENDA

1. Consulting and Accounting Assistance Services
2. Canton Avenue Improvements Phase I – Engineering Services Contract
3. Project #1268 – Kennedy Street Rehabilitation
4. Release and Termination of Easements (Redevelopment Project Area 1)

I. CITY MANAGER'S REPORT

1. Three Traffic/Speed Trailers Purchase
2. Contract with Gilmore Bell for Bond and Disclosure Counsel Legal Services RE: Renovation of Annex for the Police Station and other improvements

J. UNFINISHED BUSINESS

1. **BILL 9427** – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "MARKET AT OLIVE"
2. **BILL 9429** - AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE PROPOSED COSTCO DEVELOPMENT LOCATED ON A TRACT OF LAND WITHIN REDEVELOPMENT PROJECT AREA NO #1 KNOWN AS THE COSTCO DEVELOPMENT SITE

K. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2021-4** – A Resolution Extending the Date for the Developer to Acquire Property Within the North Phase Anchor Site Portion of Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1

L. COUNCIL REPORTS/BUSINESS

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

M. COUNCIL COMMENTS

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.

O. ADJOURNMENT

Posted 19th day of March 2021.

LaRette Reese
City Clerk

MEETING OF THE CITY COUNCIL
VIA VIDEOCONFERENCE – ZOOM MEETINGS
Monday, March 8, 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, March 8, 2021, Mayor Terry Crow called the meeting to order at 6:31 p.m.

Mayor Crow announced that Linda Schaeffer would be filling in for the City Clerk and welcomed her to tonight's meeting.

He stated he would also like to recognize that today is International Women's Day and hopes everyone is grateful for the many important women in their lives. Thank you very much for what you have done and continue to do to make this world a much better place.

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 Parks, Recreation & Forestry, Darren Dunkle, and Director of Finance, Keith Cole.

C. APPROVAL OF AGENDA

Councilmember Clay moved to approve the Agenda as presented. It was seconded by Councilmember Hales and the motion carried unanimously.

D. APPROVAL OF MINUTES

1. February 22, 2021, Study Session Minutes – (Economic Development Strategic Plan); were moved by Councilmember Clay, it was seconded by Councilmember McMahon, and the motion carried unanimously.
2. February 22, 2021, Regular Minutes, were moved by Councilmember Klein, it was seconded by Councilmember McMahon, and the motion carried unanimously.

E. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Charles Gascon is nominated for reappointment to the Plan Commission by Councilmember Jeff Hales, it was seconded by Councilmember McMahon and the motion carried unanimously.

F. SWEARING IN TO BOARDS & COMMISSIONS

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

G. CITIZEN PARTICIPATION

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

Please also 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 thanked citizens for taking the time to submit their written comments, which have been made a part of this record.

H. CITY MANAGER'S REPORT

1. 2nd Quarter Financial Report – December 31, 2020

Mr. Rose stated this is a presentation by the Director of Finance, Keith Cole, regarding the 2nd Quarter Financial Report.

Mr. Cole provided a review of the four major funds as of December 31, 2020.

General Fund - Revenues

Adjusted Budget	\$24,420,111
YTD Actual	\$10,119,926

Actual as % of Adjusted Budget	41.4%
Increase/(Decrease) compared to the same quarter of FY2020	\$391,863

Key Points:

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

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

General Fund - Expenditures

Adjusted Budget	\$24,594,254
YTD Actual	\$11,343,533

Actual as % of Adjusted Budget	46.1%
Increase/(Decrease) compared to the same quarter of FY2020	(\$189,017)

Key Points:

- Due to COVID 19, continued to have Community Center and Centennial Commons closed during the 2nd Qtr, therefore a reduction in expenses of roughly \$232,000 compared to the same quarter of FY2020.
- The Non-Uniformed Pension contribution was made in December 2020 compared to the contribution being made in June 2020 of last year.

The decision was made to get the contribution made before the calendar year 2020 ended so the amount would be included in the Actuarial Valuation for this year. This affected Finance, Courts, Police, and Parks Maintenance. Note: Pension contribution was included in the budget.

Overall, expenditures as a % of the budget appear to be reasonable when comparing the same quarter of FY2020, which was 46%.

Capital Improvement Sales Tax - Revenues

Adjusted Budget	\$2,050,000
YTD Actual	\$811,246

Actual as % of Adjusted Budget	39.6%
Increase/(Decrease) compared to the same quarter of FY2020	\$31,253

Key Points:

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

Capital Improvement Sales Tax - Expenditures

Adjusted Budget	\$1,635,467
YTD Actual	\$175,676

Actual as % of Adjusted Budget	10.7%
Increase/(Decrease) compared to the same quarter of FY2020	(\$226,279)

Key Points:

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

Park & Stormwater Sales Tax - Revenues

Adjusted Budget	\$845,000
YTD Actual	\$449,589

Actual as % of Adjusted Budget	53.2%
Increase/(Decrease) compared to the same quarter of FY2020	(\$156)

Key Points:

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

Park & Stormwater Sales Tax - Expenditures

Adjusted Budget	\$672,262
YTD Actual	\$156,962

Actual as % of Adjusted Budget	23.3%
Increase/(Decrease) compared to the same quarter of FY2020	\$44,578

Key Points:

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

Public Safety Sales Tax - Revenues

Adjusted Budget	\$1,448,500
YTD Actual	\$650,334

Actual as % of Adjusted Budget	44.9%
Increase/(Decrease) compared to the same quarter of FY2020	(\$186,554)

Key Points:

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

Overall, revenues appear to be within reason with the budget at this time.

Park & Safety Tax - Expenditures

Adjusted Budget	\$1,026,953
YTD Actual	\$329,036

Actual as % of Adjusted Budget	32.0%
Increase/(Decrease) compared to the same quarter of FY2020	(\$172,371)

Key Points:

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

Thus far expenditures appear to be within the budget.

Councilmember Clay posed the following questions:

Q. When do the police expect to initiate its body camera program?

A. (Mr. Rose) - I would have to confer with Chief Hampton to provide you with the specifics.

Q. What specific Capital Improvement projects have been placed on hold?

A. (Mr. Rose) - Some of the equipment purchases were delayed until staff was able to discern what, if any financial impact COVID would have on the City's revenues. Based on the first six months, it now appears as though revenue is proceeding as anticipated and most of the proposed^{D - 1 - 4}

projects are now scheduled to advance once the funds have been released.

Q. Were any street improvement projects impacted by this decision?

A. (Mr. Rose) - While there may have been a short delay, typically, these improvements occur during the summer.

Q. Can you provide additional details on the City's contributions to the Pension Plans?

A. (Mr. Cole) - The 2020 contribution to the Non-Uniformed Pension Plan was made in December of last year rather than in June so that the amount could be included in the Actuarial Valuation for FY2020.

Mayor Crow stated the City's calendar year is different than that of the Pension Plans. So, this year, to ensure that the ledgers of the Pension Plan were in line with the Plan's fiscal year payment was made on December 31st as prescribed by the Actuary, rather than in June; the end of the City's fiscal year. He stated his hope is that the City will continue this practice whenever possible.

Councilmember Hales posed the following questions:

Q. Is my interpretation that staff took a very cautious approach by backloading some of the Capital Improvement projects from the first six months to the second half of the year, correct?

A. (Mr. Rose) - That is correct. Although, at this point, he feels comfortable enough to move forward and all of the Capital Improvements projects previously on hold have been released.

Q. Is my assumption that the increase in ambulance services of \$302,000 represents an increase in revenues derived from the performance of this service, correct?

A. (Mr. Cole) - That is correct.

2. Reversal of Prior Council Action to Construct a New Police Station

Mr. Rose stated according to the information obtained from the Space Needs Study related to the feasibility of the Annex to accommodate the needs of the Police Department, staff is recommending that Council reverse the prior action taken in March of 2016, to construct a new Police Station.

Councilmember Klein moved to approve, it was seconded by Councilmember Cusick.

Councilmember Smotherson stated this action which occurred five years ago has essentially been ignored all this time. So, he does not understand the rationale for why this recommendation is being presented to Council at this point in time? Mr. Rose stated since the Space Needs Study and supplemental reviews of the Annex have disclosed that it is a viable location for the Police Department; his intent is to recommend advancing a bond initiative to renovate the Annex. And based on this Council's request for additional information for the cost of constructing a new facility in order to make a more informed decision, he is not in total agreement that the actions taken in 2016 have fully been disregarded.

Councilmember Smotherson stated he is not in agreement with the statement on the cover page for this Agenda item that, "At the time of this action Council was unaware the Annex could be renovated to address the needs of the police," because he thinks they were. However, because there have been so many ebbs and flows surrounding this decision, he thinks it should be made by the only constant in this community, the citizens. A suggestion espoused by Councilmember Crow in 2016, "Because there is no doubt that the citizens of this community want to do right by their Police Department and since it is not Council's money, they should make this decision," and again, at his State of The City Address; "Council wants to hear from the public. They are the only consistent in this community."

Councilmember Smotherson stated whatever is done here will set an example for future members of this Council. So, he would like to see any vote taken on this issue to include directions to the City Manager that puts the future of the Police Department on the August ballot.

Councilmember Hales stated every member of this Council was elected to represent their constituents, which includes making major policy decisions.

And in his opinion, this is a perfect example of trying to right a number of wrongs that occurred in the past by conducting a thorough analysis in order to make the right decision. This is quite the reverse of the analysis that took place five years ago, that in no way can be compared to what Council has before it today.

He stated Council has an obligation not only to provide a state-of-the-art facility for its police but to utilize its taxpayers' resources by doing the best it can with what they have. However, if citizens should decide to gather thousands of signatures like they did with the Historic Preservation and put the Police Station on the ballot that is certainly within their purview. Although, while he has not received any correspondence from his constituents requesting that this issue be put to a public vote, he has received concerns about Council's plans for utilizing these excess buildings if a new Police Station is constructed. Councilmember Hales stated there was no plan to address these concerns in 2016, and there is still no plan today.

Councilmember Clay stated in this case, the outcome is not as material as the process being used to achieve that outcome. So, while he does not necessarily disagree with taking a vote on this recommendation, he would question the process being used to attain a clean slate since it should have been one of the first actions taken, rather than the last.

[Mayor Crow noted that at times, Councilmember Clay's comments were inaudible.]

Councilmember Klein stated the problem with pushing the 2016 decision forward was a desire to gather additional information that never came to fruition and the fact that Prop H was scheduled to be on the ballot the next month.

Councilmember Cusick stated regardless of what happened in 2016, the police are still in trailers. Council has completed the Space Needs Study; meticulously examined it; discussed the City's potential to obtain bonding, and what was revealed in the Town Hall meeting conducted by himself and Councilmember Klein is that residents are overwhelmingly in favor of renovating the Annex for the police. So, he views rescinding this March 2016 action as a necessary step to finally get the ball rolling. Councilmember Cusick stated at this point, the only question in his mind is, when is Council going to stop talking about this issue and actually do something?

Councilmember McMahon stated in his mind, whether a vote is taken today or in the future, is not important because the motion that was approved in 2016; which failed to include a funding mechanism, obviously means that it had no teeth. And that's what has created this situation. The world has changed and there was a need for Council to understand what a feasible solution would look like today, so cleaning this up and moving forward simply makes sense. And if citizens don't believe Council made the right decision, their voices will be heard in the next election. Therefore, he would agree with Councilmember Cusick; now is the time to get the police out of those trailers and into a state-of-the-art facility that everyone can be proud of.

Mayor Crow stated this has been a historical trip down memory lane from several slightly different perspectives. And the fact that he is the only member of Council who was there in 2016 when this vote was taken parallels some of his colleague's comments that the decisions this body makes do have consequences. In fact, the deciding factor for some members of this Council to run for election was based on the actions taken by previous members. There were a lot of unanswered questions back then, but the most significant thought in his mind is how this clearly demonstrates the difference between the process that was undertaken in 2016 and the process that has taken place over the last few years.

Mayor Crow stated his perspective is that a reversal of this action is not even necessary. There is no Ordinance or Resolution that requires amending, the motion has lain dormant for five-years, and there are no members who supported this motion here to contest anything this Council decides to do. Nevertheless, while he appreciates the desire to clean up the record, he hopes that - 1 - 6

this will not set a precedent going forward.

Mayor Crow stated he has also received tons of correspondence asking this Council to save the Annex, but none asking that this issue be resolved by bringing this to a vote of the people.

These types of decisions are what members of Council are elected to make, so, he would have to agree that it's time to move forward. That said, he would encourage anyone who still has lingering questions to contact him, the City Manager, or their Council representative.

Councilmember Smotherson stated he would agree that there is no need to reverse Council's previous actions and would clarify that the only objective of Prop H was to ensure that any decisions regarding the City's historic buildings would be decided by the people. However, he would disagree; as he has consistently throughout this process, that Council was ever provided with an opportunity to explore any alternative options for the Annex.

Mayor Crow stated unfortunately, Council does not get the luxury of making decisions in a silo, but rather in totality, for the betterment of its community. And hopefully, everyone sitting on this dais understands the reality of Prop H, which is that a majority of the residents in this community want historic preservation to continue.

He stated in his opinion, it was incumbent upon those members of Council who wanted to explore alternative options for the Annex to either present an alternative plan or convince their colleagues of the need to perform an additional study to develop such a plan. And to the best of his knowledge, neither of these things ever happened. Mayor Crow stated this Council has covered a lot of ground, but at the end of the day what is now apparent to him, is that it's time to move forward.

Councilmember Cusick asked Mr. Rose if he could provide Council with the next steps in this process? Mr. Rose stated the next steps will be to provide Council with a recommendation authorizing him to proceed with renovating the Annex, and a review of the proposed legislation for the November ballot.

Mayor Crow called for a roll call vote on the recommendation.

Roll Call Vote Was:

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

Nays: Councilmember Smotherson and Councilmember Clay.

Vote: 5 to 2; Motion Passes

3. Insurance and Waiver Requirements for Athletic Field Use

Mr. Rose stated following Council's discussion on some of the challenges associated with the City's insurance requirements for athletic fields, the regulations were submitted to the Parks Commission for their review and recommendation, which has been outlined in staff's report. As a result, he is recommending that the requirements be relaxed for those organizations that are agreeable to signing a waiver, and that he be given the authority to minimize some of the requirements as staff become more knowledgeable about the practices being followed in neighboring communities.

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

Councilmember Klein stated her review of several municipal websites disclosed that U City does not offer much in terms of a league or organized sports activities where the types of insurance requirements previously discussed are a requisite. So, based on the fact that the vast majority of the City's activities are school or volunteer-based, and that it has sovereign immunity, her position would be to have the City absorb the minimal risks associated with these activities and allow students to continue participating in these activities. She stated in the future, she hopes that the

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City will be able to provide more organized sports opportunities, and when that occurs, this issue can be revisited.

Mr. Rose stated his recommendation is for a no-cost solution for smaller organizations that otherwise might struggle with some of these requirements. However, to minimize the City's exposure from lawsuits he is asking that they sign a waiver. He stated most large organizations already have their own insurance, so this is focused on those smaller organizations that could be severely impacted by more stringent regulations. And in conjunction with this recommendation, he is also asking that he be allowed to review the City's requirements on a case-by-case basis and minimize any excessive conditions whenever it is deemed appropriate.

Mr. Rose stated he also had an opportunity to speak with a representative from the St. Louis Area Insurance Trust to get their advice. And while they do not require insurance, it is strongly encouraged since it is more likely than not that a city will be sued if an accident occurs.

Councilmember Clay stated his understanding is that there are two issues; the City's insurance requirements and the protocols established under COVID, which appears to have created some issues regarding the high school's ability to procure the necessary signatures for these COVID-related waivers from visiting teams.

Mr. Rose stated staff received documentation from the Superintendent indicating they have universal insurance that covers the high school and any visiting teams playing on their fields. So, he believes that issue has been resolved.

Councilmember McMahon stated he would agree that the long-term goal should be to make these City-sponsored activities because that would eliminate the insurance requirements. In the interim, he would suggest making the process as easy as possible to let some of these baseball teams get started by providing them with an alternative that does not encumber a lot of expenses for the volunteers or teams that do not have the backing of a league.

Councilmember Smotherson stated while he is in agreement with both of his colleagues, the truth is that currently, there are no City-sponsored teams. In fact, the City does not have any teams playing or practicing on its fields. So, rather than trying to make it harder, he thinks the City should be trying to build interest in getting teams back on its fields. He stated the majority of these teams are just looking for a place to practice and if they already have signed waivers with the leagues they're playing in, that should fulfill the City's requirements.

Mr. Rose stated he thinks his recommendation that there be no cost if they opt to provide a waiver, allows for that type of activity to occur while minimizing the City's exposure.

Councilmember Hales stated something staff might look into is determining whether there is an opportunity to work with some of U City's neighboring communities with robust programs to see if they would be interested in utilizing our fields to alleviate some of their overflows. He stated this could also create greater access for U City kids.

Councilmember Klein stated one consideration she would like added to the conversation is a little leniency when it comes to the time it might take to get all of these waivers signed. On the surface, it might sound like something simple to accomplish but if a team has to wait two weeks before they can gain access to a field, it really cuts into their practice time.

Mayor Crow stated while he is not as compassionate about this issue as Councilmember Klein, he does believe staff will exercise their best judgment. He stated every member of Council was contacted by parents concerned about the impact of this requirement and he thinks the City has responded to those concerns rather quickly. So, in return, his hope is that those residents will take ownership in this process and support staff in moving this plan forward.

Councilmember Smotherson asked for clarity on what Council was being asked to vote on? Mr. Rose stated Council is being asked to accept his recommendation regarding the two options for utilizing the City's athletic fields: providing insurance and/or providing a waiver.

Councilmember Clay asked if the dollar amount of insurance required is articulated in this recommendation?

Mr. Rose stated the intent is to look at each application on a case-by-case basis. But if an entity already has insurance, he does not believe the amount of coverage they have will present a major challenge. However, his recommendation also includes a provision that gives staff the authority to continue working with the Insurance Trust, SLATE, neighboring communities, and the City Attorney, to establish what the minimum amount of coverage should be.

Voice vote on the Councilmember Clay's motion carried unanimously, with the exception of Councilmember Smotherson.

I. UNFINISHED BUSINESS

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

Councilmember McMahon 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.

J. NEW BUSINESS RESOLUTIONS

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

Councilmember Hales moved to approve, seconded by Councilmember Cusick.

Voice vote on the motion to approve carried unanimously.

BILLS

Introduced by Councilmember Hales

- 1. BILL 9427 – AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS “MARKET AT OLIVE”.** Bill Number 9427 was read for the first time.

Introduced by Councilmember Klein

- 2. BILL 9428 –AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE NOTES (OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PROJECT AREA 1), SERIES A AND B, OF THE CITY OF UNIVERSITY CITY, MISSOURI, TO PROVIDE FUNDS TO FINANCE CERTAIN REDEVELOPMENT PROJECT COSTS; AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE NOTES.** Bill Number 9428 was read for the first time.

K. COUNCIL REPORTS/BUSINESS

- 1. Boards and Commission appointments needed**

2. Council liaison reports on Boards and Commissions

Councilmember McMahon thanked the Parks Commission for taking the time to conduct a special meeting to discuss the insurance and waiver requirements.

Councilmember Cusick stated one concern he received from several residents was whether teams would be required to submit a COVID Prevention Plan. So, he was curious to know whether the Commission had discussed that during their meeting?

Councilmember McMahon stated this is a process that the Commission suggested be handled by staff since the County's protocols are subject to change. One thought was that staff could provide a template or examples of other plans for teams to follow if they did not have their own.

Councilmember Cusick stated another concern was related to a change in the City's fees policy. It appears that teams will now have to pay to use a field even if their practice or game is rained out. Councilmember McMahon stated that topic was not discussed during the meeting.

Mr. Rose informed Councilmember Cusick that he would ask Mr. Dunkle to provide him with a response.

Councilmember Hales thanked the Plan Commission who will be conducting their second special meeting. With everything going on, they are likely to be busy for some time, so he appreciates their dedication and thinks the City owes them a debt of gratitude for their willingness to serve in this capacity.

3. Boards, Commissions, and Task Force minutes

4. Other Discussions/Business

a) Re-Opening Plans for Centennial Commons

Requested by Councilmembers Smotherson and Clay

Councilmember Smotherson stated many gyms and recreational facilities are open across St. Louis County. So, after reviewing the City Manager's plan for reopening Centennial Commons, he would like to ask Council to reconsider the following items:

1. Moving the gym opening up to Phase II instead of January 2022
2. Expanding the hours of operation in Phase I to include Sundays
3. Examine the need for reservation times, no walk-ins, and daily passes

Mayor Crow stated whenever these types of concerns arise; he thinks it is always appropriate to discuss them with the City Manager prior to bringing them before Council. He then informed Councilmember Smotherson that while Council is certainly free to discuss this matter, no vote would be taken.

Mr. Rose stated what he would like Council to keep in mind, is that U City is different from some of its neighboring communities as it relates to age, ethnicity, and staffing resources. These distinctions coupled with the County and CDC recommendations are what have impacted their ability to reopen various facilities. So, while there may be communities who have taken a much more aggressive approach in this area, staff is taking a more cautious approach.

Mr. Dunkle stated when staff put this plan together a month ago; they knew it would be a work in progress. But one of the City's biggest challenges is staffing. For Centennial Commons to open he needs to hire approximately twelve people, and overall, there is a need for approximately sixteen part-time positions and five full-time positions. So, once he can fill these positions and get them trained, this scenario will evolve per the County's restrictions.

Mr. Rose stated the goal is to open facilities in a manner that ensures residents, patrons, and staff will remain safe. He stated when COVID hit a year ago, the City decided to reduce its expenditures by laying off and furloughing some of its staff, which may not have been the case for cities with a more robust budget.

And because no one can predict whether infection rates will continue to decline or start to rise again, his goal was to make sure the City was in a financial position to retain any new employees regardless of the County's restrictions or guidelines.

Councilmember Smotherson stated based on the people he's seen utilizing Centennial Commons he does not believe U City is that much different in terms of its demographics. However, he is frustrated by the City's plans to spend another summer without offering any critical services for its residents; which in his opinion, is not acceptable. He stated it's a shame that U City is not mentioned in the *St. Louis American's* list of summer activities, especially when there are smaller municipalities that are.

Mr. Rose stated staff is focused on opening Centennial Commons and the pool by May 28th, so he would take exception to the statement that the City is not doing anything.

Councilmember Smotherson stated while he understands that the fitness area and pool will be open, his primary concern is the gymnasium and the proposed hours of operation.

Mr. Dunkle stated the plan is an attempt to make projections based on staffing and the County's recommendations. It is not written in stone and will continue to evolve as the City and County move forward. He stated at this point, the intent is to open the free weights, cardio, track, and the pool.

Mayor Crow stated with all due respect, he does not believe this is the right forum for this type of discussion, which probably should have been conducted with Mr. Rose and his staff outside of this meeting.

Councilmember Smotherson stated he did attempt to have such a conversation and was instructed to put it on the Agenda.

Mayor Crow stated he's not sure that hours of operation is an issue Council wants to spend much time on. He stated staff, who he thinks everyone trusts, has had to make a lot of tough and uncomfortable choices, just like other communities are making.

Councilmember Klein asked if the gymnasium required additional staffing? Mr. Dunkle stated its reopening is based on staffing and the County's guidelines.

Councilmember Hales stated it's important to add a little perspective to some of these comments because he does not think any municipality within St. Louis County has been immune to making difficult choices related to their budgets and COVID. He stated he is aware of two neighboring municipalities that opened their facilities early and had to close them down again because of multiple outbreaks. One reduced their police force and placed a moratorium on hiring new officers. The other one reduced public services like street sweeping and leaf pickups. So, it is very much a balancing act. And while everyone would love to see the City exceed the expectations established by staff, he thinks most residents are pleased that U City did not cut public safety or reduce any of its services. Councilmember Hales stated this is a unique experience that most municipalities and City Managers have never dealt with before, and he believes the decisions Mr. Rose made were reasonable given the limited options that were available.

Councilmember Clay stated he would agree that COVID has presented a challenging situation for every municipality; however, it does appear as though communities with similar demographics have been able to open their facilities without incident. Nevertheless, as it relates to the postponed reopening of the gymnasium and summer activities, what he would like to focus attention on is the level of equity when you think about who utilizes certain amenities, like basketball and summer camp at Centennial Commons. He stated it's something staff should be sensitive to, and a goal the City should be striving to achieve when making decisions about what facilities will open and what facilities will remain closed.

Councilmember Klein expressed her concurrence with Councilmember Clay's comments.

L. COUNCIL COMMENTS

Councilmember Cusick reminded everyone that it has been 367 days since this Council held its last face-to-face meeting. So, he would just like to take a moment to reflect on the past year and thank everyone for their support because it has been instrumental in navigating this challenging year.

Councilmember Smotherson stated in that same vein, he would like to remind everyone to be mindful of their neighbors who may be having difficulty navigating through this pandemic. He stated recently he was contacted by several of his neighbors who did not have access to the internet and therefore, were unable to sign up to get their vaccine. Councilmember Smotherson stated one of them was eighty-six years old.

M. EXECUTIVE SESSION

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

Councilmember Hales moved to close the Regular Session and go into Executive Session, seconded by Councilmember McMahon.

Roll Call Vote Was:

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

Nays: None.

N. ADJOURNMENT

Mayor Crow thanked everyone for their participation and closed the Regular Session of Council at 8:27 p.m. to go into a Closed Session. The Closed Session reconvened in an open session at 8:54 p.m.

LaRette Reese
City Clerk



THE SCHOOL DISTRICT OF UNIVERSITY CITY

Transform the Life of Every Student Every Day!

Sharonica Hardin-Bartley

Superintendent of Schools

Ronald E. McNair Administration Building

8136 Groby Road

University City, Missouri 63130

(314) 290-4001

shardin@ucityschools.org

March 8, 2021

Dear Members of the University City Council:

As both the Superintendent the School District of University City and a resident of University City, I appreciate your time and consideration regarding our request that University High School athletics teams may utilize playing fields at Heman Park.

As you know, this year has been like no other for educators. We find ourselves needing additional athletic fields because our fall 2020 sports season was postponed to spring 2021 and overlaps with our spring athletic schedule.

I have discussed the situation with my Athletic Director, D. Matthew Brooks, who informed me that waivers are a concern for officials and players from opposing schools if we host home games at Heman Park. The school district has discussed the issue with our insurance carrier, and the District is able to sign a Universal Waiver to cover all liability concerns for the upcoming seasons. This waiver covers both U. City Schools' and visiting teams' athletes, coaches and visitors. I hope that this provides a solution to the issues of concern.

Thank you for support and please let me know if you have any additional questions.

In Service of Our Children,

Sharonica Hardin-Bartley, Ph.D., PHR
Superintendent

Linda Schaeffer

From: Trisha P. <tpflantz@gmail.com>
Sent: Monday, March 8, 2021 12:35 PM
To: Council Comments Shared
Subject: Re: Park regulations

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

Yes, our address is 431 Westgate Avenue.

Thank you!

Trisha Pflantz

> On Mar 8, 2021, at 11:03 AM, Council Comments Shared <councilcomments@ucitymo.org> wrote:

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

>
> Thank you in advance.
> LaRette Reese
> City Clerk
> City of University City
> 6801 Delmar Boulevard
> University City, MO 63130
> P: 314.505.8605 |

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.ucitymo.org&c=E,1,RGBWw5W7AvVZ1LNBMv600QL604U-mFXS_GLvSlo1rOnhyeWy-R1tX10Fi07f8t_AW9JrVBM-ikshF_oryWVE9OF4W0lu0yMZv7FEDNtRJgjf&typo=1

>
> The information transmitted (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is intended only for the person(s) or entity/entities to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

>
>
>
> -----Original Message-----
> From: Trisha P. <tpflantz@gmail.com>
> Sent: Monday, March 8, 2021 9:51 AM
> To: Council Comments Shared <councilcomments@ucitymo.org>
> Subject: Park regulations

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

>

> Dear City Council,
>
> We write to voice our concerns and objections to the proposed regulations that would govern usage of University City's public sports facilities.
>
> As good citizens, we generally agree with regulations that protect the city and its residents from harm. However, we find the new park regulations, as currently written, to be so onerous that they would actually discourage or even prevent the usage of the our public facilities by the very residents who pay for their existence and upkeep through our taxes.
>
> We have a child who attends one of University City's public elementary schools and plays on a sports team. Our understanding from her coach - a fellow parent and volunteer - is that the new regulations would be too expensive for the public schools teams to use these fields. In addition, the paperwork for practices alone would be an obstacle to our teams using the fields.
>
> Since the restrictions seem to be completely out of line with our neighboring communities, the end result would be that University City's kids would be forced to practice and play sports outside of city limits. This is surely not the reputation we want for our community: that University City would rather protect itself at all costs than allow the use of the city's public facilities.
>
> Thank you for your consideration.
>
> Trisha and Mike Pflantz

Linda Schaeffer

From: Jason McLure <jmclure@yahoo.com>
Sent: Monday, March 8, 2021 11:46 AM
To: Council Comments Shared
Subject: U City Council Comments March 8, 2021
Attachments: March 8 UCYAC City Council comments.docx; 2021 st-louis-county-dph-orders-youth-sports-guidelines-11182020-0.pdf; 2021 SPRING ATHLETIC FIELD USES.pdf; 2021 Liability Waiver - Non-Sponsored Participant.pdf; 2021 Liability Waiver - Non-Sponsored Participant-VISITORS.pdf; 2021 Facility Liability Waiver - Organization.pdf; 2021 DPRF-ATHLETIC FIELD REGISTRATION FORM -fillable 11321.pdf; 2021 COVID 19 Athletic Field Use Information.pdf; 2021 Athletic Field Rules and Regulations.pdf; 2021 Athletic Field Insurance Requirements.pdf; 2021 Olivette Field request form.jpg; 2020 U City Athletic Field Reservation form.pdf; Empty Heman Field5 March 7, 2021.jpg; Empty Heman Fields March 7, 2021 3.jpg; Empty Heman Fields March 7, 2021.jpg; Empty Heman Fields2 March 7, 2021.jpg; Empty Heman Fields4 March 7, 2021.jpg; Empty Heman Fields6 March 7, 2021.jpg; U City children practice in Olivette March 7, 2021.jpg; U City children practice in Olivette2 March 7, 2021.jpg; U City children practice in Olivette3 March 7, 2021.jpg; U City children practice in Olivette4 March 7, 2021.jpg

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

Dear University City Council,

Attached please find my comments for the March 8, 2021 City Council meeting for the agenda item related to youth sports and field access.

Please note the comments are contained in the file entitled "March 8 UCYAC City Council comments." As enclosures to the comments, I've included the 9 pdf documents from the U City Rec Department outlining its 2021 field policy, U City's 2020 field registration form (1 page), Olivette's 2021 field reservation form (1 page), 6 photos of empty playing fields at Heman Park taken on the afternoon of March 7 and four photos of U City Youth Athletic Club teams practicing baseball/softball in Olivette on the afternoon of March 7.

Please confirm receipt as I am concerned that the size of the attachments may cause problems for email servers.

Best regards,
Jason McLure
6607 Waterman Ave.
University City, Mo. 63130

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

March 8, 2021

Dear Members of the University City Council,

I am a resident of University City and together with other parents, help operate the University City Youth Athletics Club, a volunteer-run Missouri-registered nonprofit that organizes recreational baseball and softball programs targeted at University City elementary and early middle school children.

I am submitting comments to urge you to take further action to address the new policies enacted by the City of University City through the Recreation Department that effectively bar University City children from using our 15 underutilized baseball and softball fields at Heman Park and other locations. I urge the City Council to rescind the 2021 policies in their entirety and restore the policy that has been used for years: the use of a single one-page form to reserve fields.

Though anyone can enroll on UCYAC teams, we primarily recruit from University City's four public elementary schools, Brittany Woods Middle School, and from children who are homeschooled or attend smaller independent schools that do not offer team sports.

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.

Our organization and its various predecessors have existed for several years in University City, and utilize playing fields at Heman Park for practices. This year, we registered a total of 131 children in grades K-7 to play on 10 teams in the Clayton Recreational League, one of the few remaining recreational baseball leagues in this part of St. Louis County.

Though practices began this weekend, none of those 131 children were able to use city fields funded by the taxes of University City residents. Instead, several teams practiced at Stacey Park in Olivette and others utilized soccer fields owned by the School District of University City. (Note: according to a post to the U City on the Record Facebook group last week by a parent, University City High School's baseball team was practicing indoors in the school gym last week because they did not have access to Jack Buck Field at Heman Park).

Note that as University City children were practicing baseball and softball in Olivette or on soccer fields in Sunday's warm weather, all of Heman Park's baseball/softball fields sat empty. (Please see attached photos of empty fields at Heman Park March 7 and of U City children practicing at Stacey Park in Olivette.)

As referenced in the comments to city council submitted by myself and 13 other U City coaches and volunteers on Feb. 21, University City's previous policy for scheduling fields at Heman Park required the submission of a single field reservation form (See attached 2020 Field Reservation Form, Nine pdfs outlining 2021 policies). The new policy, enacted in September but not distributed to UCYAC until after our player registration began in February, vastly expanded the costs and paperwork involved in field reservations. As defined in nine pdf documents distributed by the Recreation Department, these policies can broadly be categorized in three ways.

1. **Costs:** including the purchase of a \$3 million property/bodily injury liability insurance policy naming the City of University City as co-insured and an unspecified damage deposit. Note that no insurer is currently writing policies for COVID-related liability, so this policy does nothing to mitigate COVID-related risk. We received two quotes of \$1,300-\$1,400 annually for liability insurance at the City-required minimums.
2. **Paperwork:** Extensive new paperwork submission requirements, including submission of written COVID mitigation plan, submission of business license/occupancy permits, submission of rosters, the submission of approximately 500 pages of individual liability waivers involving the collection of 150 signatures.
3. **Unfavorable Business Practices:** These include ending cash refunds for practices that are rained out, the requirement of a permit for "organized practices" to use any field (including our many vacant fields) – that greatly limits the ability of coaches to reschedule practices, and language in the liability waivers holding the City of University City harmless even for bodily injury that occurs due to the negligence of the City in providing unsafe facilities (bleacher collapse, electrical shocks, etc.).

I was heartened that in its Feb. 22 meeting, Council referred the matter to the University City Parks Commission, which discussed a few of these issues at its March 2 meeting. I watched that virtual meeting and would summarize the outcome as follows:

1. Parks Commission Vice-Chair James Wilke, a lawyer who frequently deals with insurance matters, noted that currently liability insurance does not cover any COVID-related risk, so the new insurance requirement does not protect any entity from this. Further, he argued that the city, which enjoys sovereign immunity from most types of liability suits and is merely the landlord of the fields, already enjoys broad protections from lawsuits related to injuries occurring on the field (such as being hit with a ball or a bat). Liability in such an event would lie with the coach and/or organization, not the owner of the grass on which the event took place. The sole area where the City might face a successful lawsuit is if the City is negligent in providing unsafe fields (bleacher/backstop

collapse, etc.). He noted research showing that while some jurisdictions in the St. Louis area have liability insurance requirements for field use, others do not.

2. The director of the Recreation Department stated that the insurance requirement was not new, but was merely a new enforcement effort of a policy that had long been ignored. However he did not produce any documents citing the basis for any insurance requirement and was vague about when such a policy may have been enacted. He was also vague as to why the City required \$3 million in insurance when jurisdictions with an insurance requirement require significantly less.
3. The City Attorney offered that a primary benefit to the city was that an insurance requirement would help mitigate the costs to the city in the event of frivolous lawsuits that would be certain to fail in court but still cost resources to defend. He also offered a series of strained arguments related to increased risk of “slip and fall” lawsuits related to higher concentration of grandparents walking to and from their cars due to field usage or children falling down while looking at the clouds en route to their parents’ car. These examples were dubious on their face. Further, such risks are related to the presence of any person being in the park, and have nothing to do with whether or not they are playing baseball and softball.
4. After an extended discussion, the Parks Commission voted unanimously to recommend the Council rescind any liability insurance requirement for city fields.
5. After a brief discussion, the Commission voted unanimously to recommend the Council remove individual waiver requirements for visiting players (which would effectively keep U City High School from hosting home games) but impose new waiver requirements signed by players. It did recommend such waivers remove language indemnifying the City from liability in the event of negligence on the part of the City in providing unsafe facilities (i.e. bleacher collapse).
 - a. Our organization disagrees with the Commission’s recommendation on this point, and I believe the Commission’s decision was informed by a statement from a Commission member that none of the primary users of Heman Park would object to individual waivers. In fact, we strongly these for the following reasons:
 - i. The City did not inform us of this requirement until after registration began, when any such waiver could have been included in an online registration form.
 - ii. The City does not face the likelihood of a successful lawsuit from children playing baseball/softball in its parks, as amply demonstrated during the insurance discussion. This includes both COVID-related liability and other liability.
 - iii. As written, for our organization, the waiver requirement would involve approximately 500 pages of printing and the collection of 150 signatures

before we could book a single field. As noted, baseball season has already begun.

- iv. To our knowledge, no other jurisdiction is requiring such waivers, including Olivette and Clayton.

- 6. The Parks Commission did not address any of the remaining paperwork requirements or changes to business practices that are unfavorable to volunteer-run youth teams.

I will detail the issues with these new requirements below. But in considering our request please consider two facts that provide important context:

1). Our parks and playing fields are significantly underutilized. While we have 15 playing fields, it is rare that more than one or two are ever in use for baseball/softball – even during spring and summer.

2). University City has few effective organized recreational sports options for its children, a situation that has led many families to join sports teams in other towns – weakening our community bonds and civic pride.

Paperwork

- 1. Requirement that all teams submit a written COVID mitigation 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.

*Comment: This requirement is not consistent with St. Louis County Health Guidelines (see attached). The County's most recent [guidelines](#) for youth sports issued Feb. 16 require such a plan **only for players 14 and over engaged in high-frequency contact sports** such as football or wrestling. Since baseball/softball are defined as moderate-frequency contact sports and all of UCYAC's players are under 14, such a policy should not apply to us. However, the City of University City does not make this distinction in its 2021 policy.*

- 2. Requirement that organizations submit team rosters with player addresses, occupancy permit and/or business license to obtain a "discounted rate" (previously \$10/hour vs. \$15/hour)

Comment: This is burdensome. Note that the city's current process for obtaining a business license/occupancy permit for a volunteer-run organization such as ours includes a \$35 fee, a 7-14 day processing window, and the city inspection of business premises (i.e. my home). Given that the fields are largely unoccupied and the amount of money at stake is insignificant to the city but significant to a volunteer group, there is no need for the city to impose such measures. Discount rates should be given to those who can provide proof of residency through the use of a driver's license and/or utility bill.

Unfavorable Business Terms

1. The new policy requires that those engaged in “organized activities” such as ball practice must have a city permit. Previously, anyone could use any vacant field and would only have to leave to make way for a group with a permit.

Comment: While this seems reasonable on its face, in practice it is nearly impossible to comply with. Consider a coach who has scheduled a practice for Tuesday. If the practice is rained out or the coach has a work conflict, he would like to reschedule practice for Wednesday. However, this would require he submit a new permit application to the City Rec Department for Wednesday practice. Given that the Recreation Department often does not respond to email within 24 hours, the coach would not be able to hold practice Wednesday. Even if the Rec Department had the resources to process such applications, it would become burdensome as practices in April and May are rained out approximately one-quarter to one-third of the time. Note that our fields are largely unused, so while a strict reservation system may make sense in Chesterfield, it does not make sense in University City.

Note: In a Zoom conversation with Recreation Department staff on March 1, the Recreation Department said this policy was enacted to keep private businesses from profiting from using University City fields to conduct softball or kickball tournaments, and to protect the fields from being damaged.

In my experience coaching multiple baseball/softball teams over the past six years, I have never witnessed any softball tournament being played at Heman Park, and while there are occasionally small groups of kickball players practicing on the fields, I have not seen that they ever have damaged the fields. Damage to the fields primarily takes the form of people walking on the infields when they are wet, causing the infields to be pitted when they dry. In my view, there is no reason to suspect that people engaged in “organized” activities are more likely to walk on muddy fields than those engaged in “unorganized” activities – which do not require a permit.

- **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.

This policy would likely cost us several hundred dollars in unrefunded fees. Though such fees might be credited towards future use of the park, a credit policy is favorable only to the city. In general, my position is the city should view non-profit organizations using the fields for U City youth as partners, rather than customers. Given how little revenue the city obtains from field

rental, restoring the previous refund policy should have little impact on the city's bottom line. The city retaining \$200 in field fees from our organization is \$200 that could be used to provide five scholarships to play for U City children.

As mentioned earlier, taken together, these new policies make it difficult for University City 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. As mentioned earlier, several of our teams practiced at Stacey Park in Olivette this weekend. The process for this involved one individual signing two forms. Payment of \$6 per hour for field rental was taken over the phone. 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. Please note that a recent post to the U City on the Record Facebook group by U City High School parent Kim Feld noted that the varsity baseball team was practicing in the gym last week due to restrictions on Jack Buck Field.,

Specifically, I would urge the Parks Commission and City Council to adopt the following measures:

- 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.
- Revoke the policy ending refunds for prepaid fields that are unplayable due to weather or other factors. Reinstate the policy of promptly refunding fees for rain-outs.
- Revoke the policy of requiring security/damage deposits for the use of playing fields.
- Revoke the requirement for individual liability waivers signed by all participants on city-owned fields. Language related to liability waiver may be included on a single "field request" form signed by the individual renting the field.
- Advise city staff to view University City-based youth sports organizations as partners and stakeholders in developing our community, and to carefully weigh the desirability of having children play in our parks when implementing any new

restrictions or requirements on fields. Encourage communication with stakeholders before enacting any new policy.

- Consider waiving all field fees for University City based teams and organizations in 2021, in consideration of the financial difficulties brought about by the pandemic and the need for children to play outside.

I would request that the Council address this issue expediently, as our season has already begun and our parents are increasingly seeing that this policy has resulted in kids car-pooling to Olivette or practicing baseball on soccer fields while city-owned baseball fields stand empty.

Please don't hesitate to contact me if you have any questions.

Best regards,

Jason McLure
6607 Waterman Ave.
University City, Mo. 63130
(314) 309 8393

Attachments:

2020 University City Field Request Form

2021 Olivette Field Request Form (jpg)

(U City 2021 Field Policies – 9 pdfs)

2021 U City Athletic Field Reservation Form

2021 U City Athletic Field Insurance Requirements

2021 U City Athletic Field Rules and Regulations

2021 U City COVID 19 Athletic Use Information

2021 U City Facility Liability Waiver

2021 U City Liability Waiver – Non-sponsored participant VISITORS

2021 U City Liability Waiver – Non-sponsored participant

2021 U City Athletic Field Uses

2021 U City/St. Louis County Health Department Orders (November)

Photos:

Empty Fields at Heman Park (6 photos) 12:15 pm – 4:30 pm, March 7, 2021

U City Children practicing in Olivette, March 7, 2021

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.

- 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.

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

7. Screening

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

Spectators may also be subject to screening and temperature checks.

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

The **screening process** is as follows:

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

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

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

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

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

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

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

8. Special considerations for those with health conditions

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

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

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

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

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

9. Enforcement

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

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

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

10. References

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

UNIVERSITY CITY SPRING ATHLETIC FIELDS

BASEBALL	8U - Coach Pitch	9U	10U	11U	12U	13U/14U	15U/18U	ADULT SOFTBALL
BASE DISTANCE	60'	60'	60'	70'	70'	90'	90'	60'
PITCHING DISTANCE	46'	46'	46'	50'	50'	60'6"	60'6"	Varies - 35' to 53'
MAXIMUM BASE DISTANCE	60'	60"	65'	70'	75'	90'	90'	65'
OUTFIELD DISTANCE	200'	200'	225'	250'	275'	300'	300'	
FIELDS								
HEMAN FIELD #1	X	X	X					
HEMAN FIELD #2	X	X	X					
HEMAN FIELD #5	X	X	X					
HEMAN FIELD #6 (UCHS)	X	X	X	X	X			X
HEMAN FIELD #7	X	X	X	X	X			X
HEMAN FIELD #8	X	X	X	X	X			X
HEMAN FIELD #10	X	X	X	X	X			X
JACK BUCK (UCHS)						X	X	
#3 SCRUB FIELD	DO NOT RESERVE							
#4 TEE BALL SCRUB FIELD	DO NOT RESERVE							
MILLAR EAST	X	X	X	X				
MILLAR WEST	X	X	X	X				
METCALFE EAST - (Practice Only)	X	X	X	X	X			
METCALFE WEST (Practice Only)	X	X	X					
FOGERTY PARK (Practice Only)	X							



PARTICIPANT LIABILITY WAIVER

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

ASSUMPTION OF RISK

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

CORONAVIRUS/COVID -19 WARNING DISCLAIMER, AND CUSTOMER WARRANT

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

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

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

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 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 _____



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.

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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 hereby agrees, represents and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs/activities at University City if he or she (1) experience symptoms of COVID -19, including , without limitation, fever, cough, or shortness of breath, or (2) has a suspected or diagnosed/confirmed

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

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 _____



ORGANIZATION FACILITY RENTAL LIABILITY WAIVER

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

ASSUMPTION OF RISK

_____ hereby acknowledges and agrees that renting of facilities in University City comes with inherent risks. _____ have full knowledge and understanding of the inherent risks associated with renting University City facilities, including but in no way limited to: (1) slips, trips and falls (2) athletic injuries, (3) aquatic injuries, (4) illness, including exposure to and infection with viruses or bacteria.

_____ further acknowledge that the preceding list is not inclusive of all possible risks associated with program participation and facility use and that said list in no way limits the operation of this agreement.

CORONAVIRUS/COVID -19 WARNING DISCLAIMER, AND CUSTOMER WARRANT

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

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

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

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

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

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

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

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 _____



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

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

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

Contact and/or Organization				<input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident		
Address				City/State		Zip Code
Home Phone			Cell Phone		Email Address	
Park	Athletic Field #	Day of the Wk.	Start Date	End Date	Start Time	End Time

Signature
Rev. 07/2019 lte

Date
dprf-athleticfieldregform72519.doc

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.



ATHLETIC FIELD RULES AND REGULATIONS

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

1. Reservations:

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

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

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

2. Fees and Deposits:

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

3. Refunds and Cancellations:

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

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

II. General Information/Rules:

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

2. Athletic Field Use:

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

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

3. Conduct/Behavior:

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

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

- f) The proposed Rental or use is not to reasonably anticipate inciting violence, crime or disorderly conduct.
- g) The proposed Activity or use will not entail unusual, extraordinary or burdensome expense, police and/or maintenance operation by the City.

4. **Laws and Ordinances:** All individuals/groups using the Athletic Field(s) shall comply with all laws whether they are federal, state, county or local to include all ordinances of the City of University City and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times. Any individual/group using the Athletic Field(s) shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.
5. **General Liability Insurance:** The Lessee may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. The need for this coverage will be based on several pre-determined criteria developed by the City and will be handled on an annual basis. The insurance policy must cover, in addition to the general public, and any other individual participating in or attending the activity for which the Athletic Field(s) is rented. The General Liability Insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of University City as an additional insured along with an endorsement page, one (1) week prior to the scheduled Rental.
6. **Lessee's Release and Hold Harmless.** In consideration of being permitted to Rent the Athletic Field(s) for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the Athletic Field(s) by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, and employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants, and employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants, and employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."
7. **Abusing Policies.** The Director of Parks, Recreation and Forestry and his/her designee reserve the right to refuse any group the privilege of Renting the Athletic Field(s) due to abusing policies of the Pavilion, Park or City. In addition, any individual/group charged with a second occurrence of abuse may be barred from making any further reservations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

ALL ATHLETIC FIELD(S) RULES ARE SUBJECT TO THE DESCRETION 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 ANS 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.



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.

PARK PAVILION RESERVATION APPLICATION

FACILITY REQUESTED

Please select the park you are interested in reserving:

☐ Irv Zeid Pavilion
9100 Old Bonhomme Road
Max Cap 150

☐ Stacy Park Pavilion
9750 Old Bonhomme Road
Max Cap 250

☐ Villa Park Pavilion
9301 Villa Drive
Max Cap 50

☒ Stacy Park Ballfield
9750 Old Bonhomme Road
Max Cap 100

☐ Warson Park Ballfield
9723 Grandview Drive
Max Cap 100

EVENT INFORMATION

Event Name:
(if applicable) U City Baseball / Softball workouts

Type of Event: youth softball/baseball

Date/s of Event:
March 7

Recurring Event: ☐ Weekly ☐ Monthly ☐ N/A
☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat ☐ Sun ☐ NA
☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ NA

Event Time: (Including setup and cleanup) 1 am/pm to 4 am/pm

Pavilion Event Time: ☐ Morning Use: 9am - 2pm ☐ Afternoon Use: 3 pm - Dusk ☐ Full Day: 9am - Dusk

Will Food/Beverages be served? ☐ Yes ☒ No

Estimated Attendance: 15 per hour

Will Alcohol be served? ☐ Yes ☒ No

Music: ☐ Live Music ☒ D.J. ☐ N/A

CONTACT INFORMATION

Organization:
(if applicable) U City Youth Athletics Club

Birthdate (software requirement, not shared)

Contact Name: Tasan McIure

Email Address: ucityathleticsclub@gmail.com

Day Phone: 314 309 8393

Cell or Evening Phone:

Address: 6607 Waterman Ave

City: St. Louis

State: MO

Zip: 63130

2nd Contact Name:

Day Phone:

Office Use Only:

Date Paid:

Paid by: ☐ Check
☐ CC ☐ Cash

Household #

Special Event
Permitted
Needed?

☐ Yes ☐ No

Processed by:

WAIVER OF LIABILITY

No liability either expressed or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the premises by the permittee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the permit. Permittee 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 acts or omissions of (other party) its agents, servants or employees including any and all expense, legal or otherwise, which may be incurred by City or its agents, servants or employees, in defense or any claim, action or suit, irrespective of any claim that an act, omission or negligences of the City of its agents contribute to such injury or damage. **I have read and understand the park rules, policies and procedures on the reverse.**

Signed

Tasan P. McIure

Date:

3/7/21

Date:

City of Olivette Representative

DEPARTMENT OF COMMUNITY DEVELOPMENT – 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. 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
- In Person – Call Lynda Euell-Taylor, 314.505.8525 to schedule an appointment.
- Cancellations will only be accepted by the individual whose name appears on permit or requested the reservation and must be received seven (7) days prior to start of reservation or no credit or refund will be issued.

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

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

Signature _____

Date _____























Council Agenda Item Cover

MEETING DATE: March 22, 2021

AGENDA ITEM TITLE: Consulting and Accounting Assistance Services

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: Keith Cole – Director of Finance

BACKGROUND REVIEW:

Based upon the results from the annual external audit and various internal audits, performed by certified public accounting firms, staff is requesting to enter into an agreement with Brown Smith Wallace, LLP for consulting and accounting assistance services on an needed basis.

Due to the abundance of the general ledger accounts, Brown Smith Wallace LLP, would provide staff assistance with reconciling the general ledger accounts, as well as accounting consulting services. General ledger reconciliation is a key component of maintaining timely and accurate accounting records. It is the upmost intent of the Finance Department to provide accurate records.

The billing rate for the consulting and accounting assistance services will be \$95 per hour.

We anticipate the costs for the remaining fiscal year would be approximately \$15,000.00. The funding for this would need to come from General Fund reserves and placed within Finance Department - Professional Services.

RECOMMENDATION:

City Manager recommends the City Council to approve the contract with the accounting firm, Brown Smith Wallace LLP, for Consulting and Accounting Assistance Services, at the approximate cost of \$15,000.00 for the remaining fiscal year and allocate \$15,000 from General Fund reserves to cover the cost.

ATTACHMENTS:

1. Proposed Consulting and Accounting Assistance Services contract



THE FIRM FOR GROWTH.™

March 3, 2021

Gregory Rose – City Manager
Keith Cole, MBA – Director of Finance
City of University City
6801 Delmar Boulevard
University City, MO 63130

Dear Gregory and Keith:

We are pleased to confirm our acceptance and understanding of the services we are to provide for the City of University City for the year ended June 30, 2021.

For the year ending June 30, 2021, we will provide Consulting and Accounting assistance services for the City of University City as needed. All work will be reviewed by the Director of Finance.

Any additional services requested will be outlined in a separate engagement letter and billed separately. This may include, but is not limited to, business or personal accounting, write-up work, financial statement compilation, or any compliance services.

Our engagement is limited in scope and will be confined to our agreed-upon procedures. We will not be conducting an audit or review of the financial statements of the City of University City and therefore we will not express an opinion or any other form of assurance on them.

Other Relevant Information

You have requested that Brown Smith Wallace Entrepreneurial Services Group provide internal accounting assistance including but not limited to the following services:

- Accounting consulting services
- Assist staff with reconciling the general ledger accounts

Ron Steinkamp, CPA is the engagement partner responsible for quality assurance and Wanda Salzman is the engagement principal responsible for supervising and staffing the engagement.

You will be billed a rate of \$ 95 per hour.

Our fees will be based upon the professional and administrative services provided plus related out-of-pocket expenses. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Due to changes in the tax laws and the uncertainty surrounding these changes, our fee estimates are subject to change. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our fees are due upon receipt, and we assess a service charge of 1.5% per month on accounts not paid when due. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentation to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Brown Smith Wallace, LLP



Ron Steinkamp, CPA
Partner



Wanda Salzman, CPA
Principal

This letter correctly sets forth the understanding of the City of University City

Gregory Rose – City Manager

Date



Council Agenda Item Cover

MEETING DATE: March 22, 2021

AGENDA ITEM TITLE: Canton Avenue Improvements Phase I – Engineering Services Contract

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : YES

PREPARED/SUBMITTED BY: Sinan Alpaslan, Director of Public Works

BACKGROUND REVIEW: The City of University City has been granted a Surface Transportation Program Grant to make improvements to Canton Avenue from North and South Road to Hanley Boulevard. The proposed improvements include new ADA compliant sidewalks and curb ramps, new roadway resurfacing, new paved approaches, improved pavement markings, shared use bicycle markings, and improved signage.

In January of 2021, The city selected from the MODOT pre-qualified list three qualified consultants to submit their qualifications to the city for review. On February 17, 2021, the city decided to have Horner and Shifrin Inc. Engineering Firm to submit a proposal for the engineering services contract for the Canton Avenue Phase I project.

The City and Horner and Shifrin Inc. negotiated an Engineering Services Contract, a copy of which is attached.

The Missouri Department of Transportation set a DBE goal for design services on this project at 0%. Although EDSI is a DBE certified company that Horner and Shifrin Inc. will be subcontracting with on this project.

The Engineering Services Contract with Horner and Shifrin Inc. provides a maximum compensation of \$95,989.12 for design/engineering services,

Year	Project Phase	Contract Amount	City Share (12 Fund)	Federal Share (22 Fund)
FY 21	Design Services	\$97,634.12	\$19,526.82	\$78,107.30

The City cost share will come from the Capital Improvements Sales Tax Fund. The Federal cost share will come from the Grants Fund.

RECOMMENDATION: Approval to grant authority to City Manager to sign and enter into this contract with the Consultant (Horner and Shifrin Inc.)

Attached:

- Engineering Services Proposal
- Engineering Firm Qualifications

ATTACHMENT A

CITY OF UNIVERSITY CITY - CANTON AVENUE PHASE 1
Federal Project No. STP-5402(618)

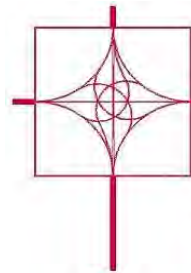


SCOPE OF SERVICES & ESTIMATE OF COST
3/17/2021 (REV2)

DESIGN PHASE

Task	Hours				Cost
	Principal	Proj. Manager	Proj. Engineer	Rdwy Engineer	
	\$63.70	\$45.58	\$37.96	\$32.31	
PROJECT MANAGEMENT & COMMUNICATIONS					
Project Management	4	8			\$ 619.44
Project Administration/Invoicing		16			\$ 729.28
Coordination with Subconsultant		4			\$ 182.32
Meetings with City (1)		4	2		\$ 258.24
PRELIMINARY PLANS:					
SITE VISITS:					
Investigate Roadway Pavement & Curb For Repair Locations		4	4		\$ 334.16
Investigate Sidewalks, Curb Ramps, Entrances, & Bus Stops for PROWAG Compliance		4	4		\$ 334.16
PRELIMINARY DESIGN:					
Establish Pavement and Curb Improvement Locations		1	2	8	\$ 379.98
Preliminary Sidewalk Ramp Design (7)		2	8	24	\$ 1,170.28
Preliminary Driveway Entrance Design (52)		4	12	80	\$ 3,222.64
Preliminary Millar Park Path Design		1	4	8	\$ 455.90
Preliminary Sidewalk Design		1	4	12	\$ 585.14
Cross Sections (for design purposes only) (95)		4	12	60	\$ 2,576.44
Preliminary Plan Quantity Takeoff		1	4	12	\$ 585.14
Preliminary Plan Construction Cost Estimate		1	2		\$ 121.50
PRELIMINARY PLAN DRAWINGS:					
1 Title Sheet				4	\$ 129.24
1 Legend & General Notes			1	4	\$ 167.20
2 Typical Sections		1	2	8	\$ 379.98
4 Plan Sheets (20 Scale)		2	8	32	\$ 1,428.76
SUBMITTALS:					
NEPA - Submit Request for Environmental Review (RER)		1	4		\$ 197.42
NEPA - Threatened & Endangered Species		1	4		\$ 197.42
Preliminary Plans Submittal (MoDOT & City)		1	4		\$ 197.42
Address MoDOT LPA Comments		1	2	8	\$ 379.98
Address City Comments		1	2	8	\$ 379.98
QC/QA:					
Design Review		2	3	4	\$ 334.28
Revisions			2	4	\$ 205.16

Task	Hours				Cost
	Principal	Proj. Manager	Proj. Engineer	Rdwy Engineer	
FINAL PLANS AND SPECIFICATIONS:					
FINAL DESIGN:					
Finalize Sidewalk Ramp Design (7)		1	2	8	\$ 379.98
Finalize Driveway Entrance Design (52)		1	4	16	\$ 714.38
Finalize Millar Park Path Design		1	4	8	\$ 455.90
Pavement Marking Layout and Design		1	3	8	\$ 417.94
Cross Sections (for sheets as needed)		1	3	16	\$ 676.42
Erosion Control Design		1	2	4	\$ 250.74
Traffic Control Plan Design		1	2	4	\$ 250.74
Detector Loop Design/Details		1	2	8	\$ 379.98
Final Plan Quantity Takeoff		2	4	12	\$ 630.72
Final Plan Construction Cost Estimate			2		\$ 75.92
FINAL PLAN DRAWINGS:					
1 Title Sheet				1	\$ 32.31
1 Legend & General Notes				1	\$ 32.31
1 Summary of Quantities "A" Sheet			1	4	\$ 167.20
3 Schedule of Quantities "B" Sheets		1	2	12	\$ 509.22
2 Typical Sections			1	2	\$ 102.58
4 Plan Sheets (20 Scale)		2	4	20	\$ 889.20
2 Traffic & Pedestrian Control (Typical Applications)		1	2	8	\$ 379.98
20 Cross Sections (95)		2	8	20	\$ 1,041.04
Standard & Special Details		1	2	4	\$ 250.74
SPECIFICATIONS:					
Project Specifications		2	20		\$ 850.36
SUBMITTALS:					
Submit 90% Draft Plans for Review (City)		0.5	2	4	\$ 227.95
Address Review Comments from City		1	2	4	\$ 250.74
Submit Draft PS&E for Review (MoDOT)		0.5	2	4	\$ 227.95
Address MoDOT LPA Comments		1	2	2	\$ 186.12
Submit Final PS&E to MoDOT & City		0.5	2	4	\$ 227.95



EDSI

ENGINEERING DESIGN SOURCE, INC.

16141 SWINGLEY RIDGE RD.
SUITE 300
CHESTERFIELD, MO. 63017
(636) 537-5585

Project: Canton Ave - Phase 1

Prepared by: Brett Brooks

Date Prepared: March 17, 2021

<i>Topographic Survey Fee</i>	\$16,607 *
<i>Total Estimated Fee</i>	\$16,607

**See Attached Sheets For Details*

Engineering Design Source, Inc.

Date Prepared:

March 17, 2021

Project Name: Canton Ave - Phase 1

Task Item	Principal	Sr. Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
1. Project Control							
1.1 Control Search & Plan		0.5					0.5
1.2 Project Control - Modified State Plane Datum - NAVD 88					6		6
1.3 Balance/Process Coordinates			1				1
1.4 Three Point Ties - Field					2		2
1.5 Three Point Tie Drawinga				2			2
1.6 Project Coordination / QA/QC		1					1
SUB-TOTAL HOURS	0	1.5	1	2	8	0	12.5
2. Utility Coordination - For Locating Purposes							
2.1 Coordination & Scheduling		1					1
2.2 Submitting One Call Tickets - Pavement Repair / Recon Only			4				4
2.3 Survey Locations of Marked Utilities					4		4
2.4 Process Basefile & Incorporate			8				8
2.5 QA/QC		2					2
SUB-TOTAL HOURS	0	3	12	0	4	0	19
3. Topographic Survey							
3.1 Coordination & Scheduling	1	2					3
3.2 Field Work					36		36
3.3 Process Data			24				24
3.4 Annotate Drawings				8			8
3.5 Create TIN			24				24
3.6 QA/QC		4					4
SUB-TOTAL HOURS	1	6	48	8	36	0	99
MAN HOURS BY CLASSIFICATION	1	10.5	61	10	48	0	130.5
	Principal	Sr. Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	\$70.17	\$49.49	\$38.18	\$31.51	\$51.22	\$31.37	
Overhead Rate 153.36%	\$107.61	\$75.90	\$58.55	\$48.32	\$78.55	\$48.11	FIXED FEE-TOTAL
Profit 12%	\$21.33	\$15.05	\$11.61	\$9.58	\$15.57	\$9.54	\$1,731
Average Hourly Billing Rate	\$199.12	\$140.43	\$108.34	\$89.41	\$145.34	\$89.02	LABOR-TOTAL
COST BY CLASSIFICATION	\$199	\$1,475	\$6,609	\$894	\$6,976	\$0	\$16,153

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying - Small	\$10.00	\$0.25	40	Each
Printing/Copying - Large	\$4.00	\$1.00	4	Each
Vehicle Usage	\$390.00	\$65.00	6	Per Day
Misc. Survey Supplies	\$50.00	\$50.00	1	Lump Sum
DIRECT COST - TOTAL	\$454.00			

Assumptions: No ROW plans will be prepared by EDSI

No Utility facility maps will be obtained for the overall corridor.

Survey Total Fee **\$16,607**

Errol Tate
Senior Public Works Manager
City of University City
6801 Delmar Boulevard
University City, MO 63130

January 11, 2021

Subject: Letter of Interest for Canton Avenue Phase I Road Project

Dear Mr. Tate and Members of the Selection Committee:

Horner & Shifrin appreciates this opportunity to present our qualifications to the City of University City for ADA and Road Design for the Canton Avenue Phase I Road Project.

A. EXPERIENCE & TECHNICAL COMPETENCE**OVERALL COMPANY QUALIFICATIONS****Horner & Shifrin, Inc. | Roadway & Trail Improvements**

Horner & Shifrin is a multidisciplinary professional services firm offering engineering services in all phases of a project, including design, feasibility, planning, development, and construction administration. In addition to engineering, our in-house capabilities include materials testing, land surveying, GIS mapping and hosting.

**Engineering Design Source, Inc. (EDSI) | Survey**

Engineering Design Source, Inc. has built a reputation of excellence by providing their clients with superior engineering, design, and survey services, personal attention, and highly responsive staff to meet the specific needs of each complex project.

**PROJECT TEAM EXPERIENCE****University City Canton Avenue Fence Construction Plans | City of University City, MO**

Horner & Shifrin developed Construction Plans and Bid Documents for approximately 500 feet of proposed fence and retaining wall along Canton Avenue. This project was completed within six weeks of signed contract.

University City ADA Ramps (50 Ramps) | City of University City, MO

H&S surveyed and designed 40 new ADA/PROWAG compliant curb ramps within University City, MO. A detailed survey was required to provide for analysis of ramp grades and cross slopes. H&S reviewed drainage at all curb ramps and corrected existing deficiencies to avoid ponding of water within pedestrian access routes. A detailed grading plan with spot elevations was provided at each ramp location along with a schedule of quantities. STP-funded project through the LPA Local Roads Program.

Maryland Avenue Resurfacing | City of Clayton, MO

Horner & Shifrin designed roadway, bike, and curb ramp improvements to Maryland Avenue in the City of Clayton, MO. Maryland Avenue is a well-traveled roadway on the north edge of the City's business district. The design team led an extensive public engagement process to identify the need and desire for bike lanes along the corridor. The team developed plans for parking-protected bike lanes and shared lanes to meet the project's goals. Roadway design included pavement resurfacing and curb ramp improvements from Gay Avenue to Hanley Road for approximately 4400'. The project limits included 12 intersections requiring ADA/PROWAG upgrades, new crosswalks, and pedestrian signal improvements. H&S thoroughly designed the curb ramps to limit impacts to adjacent properties while meeting design standards. STP-funded project through the LPA Local Roads Program.

Henry Avenue Resurfacing and Sidewalk Improvements | City of Manchester, MO

Horner & Shifrin provided design for the reconstruction of Henry Avenue from Manchester Road to the City limits at Chancellor Heights Dr. The project included the reconstruction of approximately 4200 feet of the roadway. The design included mill and overlay, drainage improvements, replacement of non-compliant sidewalk with ADA sidewalk and ramps, and new curb and gutter along the project corridor. STP-funded project through the LPA Local Roads Program.

St. Louis County - South Resurfacing Infrastructure | St. Louis County Department of Transportation and Public Works

Horner & Shifrin designed improvements to four roads in south St. Louis County: Vance Road from Meramec Station Road to Valley Park City Limits, Hawkins-Fuchs Road from Meramec Bottom Road to Lemay Ferry Road, Buckley Road from Lemay Ferry to Sappington Barracks Road, and Sappington Barracks Road from Telegraph to Barracksview Road. Project involved the evaluation and rehabilitation of existing infrastructure including mill and overlay of the existing roadway; rehabilitation of existing curb ramps to become ADA/PROWAG-compliant; reconstruction of commercial entrances; replacement of deteriorated curbs; and minor drainage improvements. The evaluation process involved field inspection of existing sidewalks and curb ramps for ADA compliance and developing the most cost effective corrective measures. The field data was documented in a GIS database for smooth integration into the final plans and quantity sheets. STP-S funded.



KEY PERSONNEL



Ramin Ashrafzadeh, PE | Project Principal - Horner & Shifrin, Inc.

Ramin Ashrafzadeh has over 20 years of experience in civil design related to transportation and site development. He is Local Public Agency certified by MoDOT giving him a thorough understanding of LPA project requirements and is currently serving on the Statewide LPA Advisory Committee. He has managed the design of numerous roadway projects and coordinated all aspects of design including roadway geometrics, sidewalks, ADA curb ramps, utility coordination, and drainage analysis.



Theresa Goetz, PE | Project Manager - Horner & Shifrin, Inc.

Theresa Goetz has over 13 years of experience in roadway design and construction; Her experience includes intersection realignments; ADA compliance; drainage and stormwater design; erosion control and permitting; and utility conflict investigation and coordination. Theresa has managed the development of concept, preliminary, right-of-way, and final construction plans along with the development of cost estimates and bid documents. She has experience managing similar STP funded projects for City of St. Ann, City of Vinita Park and Village of Godfrey.



Jervis Atagana, PE | Roadway Engineer - Horner & Shifrin, Inc.

Jervis Atagana has 6 years of experience in transportation engineering. Jervis has experience with preliminary design, horizontal and vertical alignment design, MASH guardrail design, ADA/PROWAG compliance, ROW plans, LPA project plan production, and MoDOT's Request for Environmental Review (RER) procedures. Jervis also has experience with hydraulic analysis and storm sewer design.



Michael Czerpak | Design Engineer - Horner & Shifrin, Inc.

Michael Czerpak is a transportation engineer with 2 years of experience. He has strong experience with utility coordination, and drainage, erosion and sediment control design. He is proficient with Microstation and has assisted with the development and submittal of Construction Plans.



Brett Brooks, PLS | Surveyor - Engineering Design Source, Inc.

Brett Brooks has over 17 years of experience in the surveying field. His experience as a survey crew chief includes topographic, boundary, geodetic, and cross-section surveys. As EDSI's survey department manager, Brett manages the day to day aspects of the survey department including planning and scheduling of topographic and boundary surveys, supervising survey crews, tracking and maintaining project schedules and budgets and maintaining open communication with clients to ensure satisfaction with each project.

PROJECT UNDERSTANDING

Canton Avenue is predominately a residential street that connects motorists, bicyclists, and pedestrian traffic along the northside of University City. This project is Phase I in restoring Canton Avenue, from North and South Road to Hanley Road. Ultimately Phase II and III will restore Canton Avenue to eastern limits of Pennsylvania Avenue.

The pavement along Canton Avenue is in poor condition with significant deterioration. Per the performed pavement rating along the project limits in January of 2019 utilizing the Pavement Surface Evaluation and Rating (PASER) system, the average rating was 4.4 out of 10. Photo 1 displays an area along Canton Avenue experiencing significant traverse and alligator cracking. Analysis of existing pavement conditions throughout the project limits will be critical to determine the appropriate pavement repair treatments.

Canton Avenue's existing enclosed drainage system collects primarily at the intersections of Harrison Avenue, Lamb Avenue, and Hanley Road. However, between these locations, standing puddles of water remain for several days after a rainfall which can lead to accelerated pavement deterioration. With H&S's technical expertise, the existing road geometry will be carefully analyzed to determine the feasibility of incorporating cross slope and gutter slope corrections, with milling and paving operations, to eliminate drainage issues.

Another major component of this project is updating all the existing sidewalks and entrances along Canton Avenue that are non-ADA compliant. Sidewalk will also be installed along both sides of Canton Avenue where sidewalks do not currently exist. It is H&S's understanding University City would prefer a 6-foot sidewalk directly behind the curb and gutter for the current locations that do not have sidewalk. However, if the City is interested, H&S has the capability to quickly model multiple sidewalk layout options using MicroStation Open Roads technology. This process is useful in evaluating the effect on the established trees within the right of way. Another option is to utilize bump-outs at the established tree locations (See Photo 2) as traffic calming solutions for the wide roadway especially since this roadway is designated as a shared-lane by the Gateway Bike Plan. With the recent addition of Paul Wojciechowski to H&S as Complete Streets Manager, H&S has expanded our expertise in shared-lane design.



Photo 1



Photo 2



January 11, 2021
Mr. Errol Tate, Senior Public Works Manager

LETTER OF INTEREST | STP-5401(618) CANTON AVENUE
PHASE I ROAD PROJECT



At the northeast corner of the intersection of North and South Road and Canton Avenue, H&S recommends removing or reconfiguring the driveway apron to avoid confusion for motorists, create an ADA compliant sidewalk, and for intersection aesthetics (See Photo 3).

Engineering Design Source, Inc. (EDSI) will support our team by performing a property and topographic survey of the corridor which will provide a solid foundation for developing the preliminary design. The gathered data will be utilized to design the desired improvements to the level necessary to develop accurate estimates for construction costs and right of way needs. The design team, along with the City, will use these estimates as the basis for fine tuning the project for implementation and ROW acquisition. EDSI will also be responsible for preparing any necessary plats and legal descriptions for land acquisition.



Horner & Shifrin has designed over 50 MoDOT LPA projects within the St. Louis region in the last 10 years. We have a thorough understanding of LPA requirements, funding obligation deadlines, specification requirements mandated by MoDOT local Roads, and other procedures required for federally funded projects. Our team understands the NEPA process and will contact the appropriate authorities to coordinate the permitting process, as necessary. We attend the yearly Federal-Aid Project Implementation Workshop to confirm we are current on these policies, guidelines, and procedures. As another indication of our LPA expertise, MoDOT selected Ramin Ashrafzadeh, Canton Avenue's Project Principal, as one of two St. Louis area consultants, to serve on the Statewide LPA Advisory Committee.

Our team will use the experience and knowledge gained from designing similar projects and use our LPA design experience to develop a comprehensive design plan for the City of University City. Our extensive LPA experience will help minimizing project delays, ensure that funding milestones are met, and reassure our clients that their project goals will be implemented correctly. If given the opportunity, we look forward to providing a revitalized traveling environment for drivers, cyclists and expanded pedestrian facilities along Canton Avenue.

B. CAPACITY AND CAPABILITY

Horner & Shifrin recognizes that roadway projects often require flexible schedules to meet project deadlines. With a transportation staff of 23 engineers and technicians, we have more than adequate capacity to accommodate your project. Our staff is ready to adjust work hours so the project advances in accordance with the project schedule. We are well accustomed to meeting stringent project schedules and have repeatedly delivered accurate design for a variety of clients. Horner & Shifrin is willing to commit the personnel necessary to begin the project immediately upon Notice to Proceed (NTP) and is dedicated to meeting its completion schedule.

HORNER & SHIFRIN 109 EMPLOYEE OWNERS	
23	TRANSPORTATION ENGINEERS
2	ENVIRONMENTAL SCIENTISTS
3	CIVIL/SITE ENGINEERS
16	WATER/WASTEWATER/STORMWATER ENGINEERS
12	STRUCTURAL BRIDGE/BUILDING ENGINEERS
6	ELECTRICAL/MECHANICAL ENGINEERS
12	DESIGNERS/CAD TECHNICIANS
11	CONSTRUCTION SERVICES
5	GIS SPECIALISTS
6	SURVEYORS
13	ADMINISTRATION

C. PAST RECORD OF PERFORMANCE

Horner & Shifrin has a consistent record of designing projects on time and within the clients' budget.

PROJECT/CLIENT	ESTIMATED VS. ACTUAL DESIGN COMPLETION		ESTIMATED VS. ACTUAL CONSTRUCTION COST	
U-CITY CANTON AVENUE FENCE CONSTRUCTION PLANS City of University City, MO	ESTIMATED:	12/2020	ESTIMATED:	\$103,380
	ACTUAL:	12/2020	ACTUAL:	In Progress
MARYLAND AVENUE RESURFACING City of Clayton, MO	ESTIMATED:	09/2020	ESTIMATED:	\$1,506,216
	ACTUAL:	09/2020	ACTUAL:	\$1,454,378
UNIVERSITY CITY ADA RAMPS (50 RAMPS) City of University City, MO	ESTIMATED:	05/2017	ESTIMATED:	N/A
	ACTUAL:	05/2017	ACTUAL:	N/A
HENRY AVENUE RESURFACING AND SIDEWALK IMPROVEMENTS City of Manchester, MO	ESTIMATED:	09/2016	ESTIMATED:	\$885,425
	ACTUAL:	07/2016	ACTUAL:	\$889,585
ST. LOUIS COUNTY - SOUTH RESURFACING INFRASTRUCTURE St. Louis County Department of Transportation and Public Works	ESTIMATED:	12/2017	ESTIMATED:	\$By County
	ACTUAL:	12/2017	ACTUAL:	\$2,650,000

SUMMARY

We are looking forward to continuing our relationship with the City of University City. Please contact me if you have any question about our submittal, tmgoetz@hornersshifrin.com or (314) 249-3723.

Sincerely,

Theresa M. Goetz, PE
Project Manager

H - 2 - 11

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
CITY) ss
~~XXXXXX~~ OF St. Louis)

On the 17th day of December, 20 19, before me appeared Steve Donahue,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

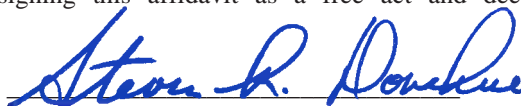
• I, the Affiant, am the President of HORNER SHIFRAIN, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

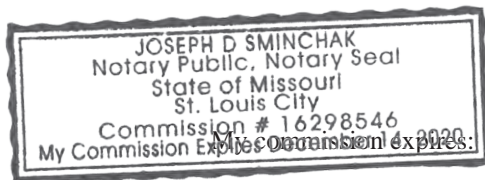
• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

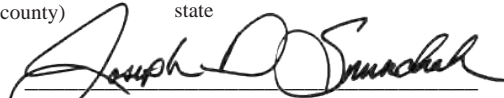
• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.


Affiant Signature

Subscribed and sworn to before me in City of St. Louis, MO, the day and year first above-written.
city (or county) state




Notary Public

12/14/2020

[documentation of enrollment/participation in a federal work authorization program attached]



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 176989

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Horner & Shifrin, Inc.

Amir Mansouri

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/07/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/07/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 176989

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Horner & Shifrin, Inc.

Company Facility Address: 5200 Oakland Avenue

St Louis, MO 63110

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 430861661

North American Industry
Classification Systems

Code: 541

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 176989

- ILLINOIS 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Linda R Hopkins	Fax Number:	(314) 531 - 6966
Telephone Number:	(314) 531 - 4321 ext. 305305		
E-mail Address:	lhopkins@hornershifrin.com		
Name:	Amir M Mansouri	Fax Number:	(314) 531 - 6966
Telephone Number:	(314) 531 - 4321 ext. 317		
E-mail Address:	amansouri@hornershifrin.com		
Name:	Corina A Gessford	Fax Number:	(314) 531 - 6966
Telephone Number:	(314) 531 - 4321 ext. 562562		
E-mail Address:	cguessford@hornershifrin.com		



Council Agenda Item Cover

MEETING DATE: March 22, 2021

AGENDA ITEM TITLE: Project #1268 – Kennedy Street Rehabilitation

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: Yes

PREPARED/SUBMITTED BY: Sinan Alpaslan, Director of Public Works

BACKGROUND: Kennedy Avenue was once identified as one of the city's unimproved streets, and over the years has become very much deteriorated and hard to navigate. The road has no definite base and any repairs that are made do not last longer than one season. This project was placed in the planned CIP budget and approved for construction.

The Kennedy Avenue Rehabilitation project will consist of complete removal, stabilization, and replacement of the current infrastructure, along with construction services. The project was designed by TWM Engineers and will be under their inspection for critical parts of construction.

The project was bid on February 19, 2021, and the results are below.

E. Meier Contracting	\$110,071.20
Spencer Contracting	\$116,273.82
Byrne and Jones	\$118,224.90
Krupp	\$140,790.40

RECOMMENDATION: City Manager recommends that the City Council approve the contract with E. Meir Contracting in the amount of \$110,071.20 and Construction Services Agreement with TWM in the amount of \$11,933.00 with a total amount of \$122,004.20 which will come from the 12-40-90-8080 account.



Council Agenda Item Cover

MEETING DATE: March 22, 2021

AGENDA ITEM TITLE: Release and Termination of Easements

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: City Manager Gregory Rose

BACKGROUND REVIEW:

The City entered into a Redevelopment Agreement with U. City, L.L.C. and U. City TIF Corporation (collectively, the "Developer") on June 13, 2019, in connection with the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (see Ordinance No. 7108). The Redevelopment Agreement was amended on June 29, 2020, when the City and Developer entered into a First Amendment to Redevelopment Agreement (see Ordinance No. 7126).

The Developer intends to acquire title to all property within the North Phase Anchor site portion of Redevelopment Project Area 1 on or about March 29, 2021 and needs the City to vacate four easements in order to close and develop the site. The four easements are as follow:

1. Book 7005 Page 994: Construction, ownership and maintenance of three tree pits at or near 8659 and 8665 Olive.
2. Book 7005 Page 992: Construction, ownership and maintenance of two tree pits at or near 8675 Olive.
3. Book 7005 Page 986: Construction, ownership and maintenance of two tree pits at or near 8691 Olive.
4. Plat Book 48 Page 33: Utility, sewer and drainage purposes in or near the 8600 blocks of Elmore Court, Orchard Court and Richard Court.

RECOMMENDATION:

City Manager recommends approval.

ATTACHMENTS:

1. Release and Termination of Easements

Space above this line reserved for use of the Recorder of Deeds

COVER PAGE

Date: March __, 2021

Document Title: Release and Termination of Easements

Grantor: City of University City, Missouri

Grantor's Address: 6801 Delmar Blvd.
University City, MO 63130
Attn: City Manager

Grantee: U. City, L.L.C.

Grantee's Address: 20 Allen Ave., #400
St. Louis, MO 63119
Attn: Jonathan Browne

Legal Description: See Exhibit A

Referenced Documents: Easement Deed recorded in Book 7005, Page 992;
Easement Deed recorded in Book 7005, Page 994;
Easement Deed recorded in Book 7005 page 986; and
Easements established by Plat recorded in Plat Book 48, Page 33

NOTE: THE TERM "GRANTOR" AND "GRANTEE" AS USED IN THIS COVER PAGE ARE FOR RECORDING AND INDEXING PURPOSES ONLY. THE INSTRUMENT ITSELF MAY REFER TO THE PARTIES BY OTHER DESIGNATIONS.

**Upon recording, this document
should be returned to:**

**Carmody MacDonald P.C.
Attn: Angela L. Drumm
120 South Central Avenue, Suite 1800
St. Louis, Missouri 63105**

RELEASE AND TERMINATION OF EASEMENTS

THIS RELEASE AND TERMINATION OF EASEMENTS (this "Termination") is made and entered into this ____ day of March, 2021, by the City of University City, Missouri, an incorporated political subdivision of the State of Missouri (the "City") and U. City, L.L.C, a Missouri limited liability company ("Grantee").

WHEREAS, the City is the beneficial holder of those certain easements of record contained in the following documents: (a) Easement Deed recorded in Book 7005, Page 992 of the St. Louis County Recorder of Deeds ("Easement 1"); (b) Easement Deed recorded in Book 7005, Page 994 of the St. Louis County Recorder of Deeds ("Easement 2"); (c) Easement Deed recorded in Book 7005 page 986 of the St. Louis County Recorder of Deeds ("Easement 3"); and (d) Easements granted on the Plat recorded in Plat Book 48, Page 33 of the St. Louis County Recorder of Deeds and dedicated to the City ("Easement 4" and together with Easement 1, Easement 2, and Easement 3, collectively, the "Easements");

WHEREAS, the Easements benefit and burden the real estate described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Grantee is the owner of the Property; and

WHEREAS, the parties desire to terminate and vacate the Easements in accordance herewith; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Termination of Easements. The parties hereto by these presents do hereby remise, release and forever discharge any and all right, title and interest in and to the Easements and do hereby terminate the Easements, and all easements, restrictions, covenants, burdens, benefits, rights, duties, and obligations created and established thereby are hereby fully terminated, discharged, relinquished, and released, provided, however Easement 4 shall only be terminated with respect to the real property set forth on Exhibit B and as shown more particularly on Exhibit C. Each party hereto hereby relinquishes, terminates, and releases: (a) any and all further right, title, duty, authority, power, and interest it may have in, to, or under the Easements; and (b) any and all further right, title, and interest in the easements, restrictions and covenants that were granted and established by the Easements.

2. Amendment. The parties hereto agree that the provisions of this Termination may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the fee owners of the Property, or their successors or assigns, and duly recorded in the Office of the St. Louis County Recorder of Deeds.

3. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of Missouri.

4. Captions. The captions of this Termination are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Termination, and they shall not affect the interpretation or construction hereof.

5. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

6. Binding Nature. This Termination and all of its terms shall be deemed appurtenant to the Property. The terms, covenants and conditions of this Termination shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the successors, assigns and transferees of the parties hereto and subsequent owners of said parcels of real estate. Time is of the essence in this Termination. Each person executing this instrument on behalf of an entity represents and warrants to the other party and its successors and assigns, that such person has authority to execute this instrument on behalf of and bind such entity.

[Signature pages to follow]

**SIGNATURE PAGE TO
RELEASE AND TERMINATION OF EASEMENTS**

IN WITNESS WHEREOF, the undersigned has executed this Termination of as of the date first above written

CITY:

City of University City, Missouri

By: _____

Name: Gregory Rose

Title: City Manager

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

I, _____, a Notary Public, do hereby certify that on the ____ day of _____, 2021, personally appeared before me Gregory Rose, who, being first duly sworn to me, declared that he is the City Manager of the City of University City, Missouri, and that he signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Notary Public

My Commission Expires:

**SIGNATURE PAGE TO
RELEASE AND TERMINATION OF EASEMENTS**

IN WITNESS WHEREOF, the undersigned has executed this Termination of as of the date first above written.

GRANTEE:

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

By: _____
Name: Jonathan Browne
Title: Managing Member

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

I, _____, a Notary Public, do hereby certify that on the ____ day of _____, 2021, personally appeared before me Jonathan Browne, who, being first duly sworn to me, declared that he is the Managing Member of U. City, L.L.C., a Missouri limited liability company, and that he signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

Easement 1:

Part of Lot 5 in the Charles H. Giers Estate Subdivision, Known and Numbered as 8675 Olive Boulevard.

Easement 2:

Part of Lot 3 and Lot 4 in the Charles H. Giers Estate Subdivision, Known and Numbered as 8659 and 8665 Olive Boulevard.

Easement 3:

Parts of Lot 5, 6 and 7 in the Charles H. Giers Estate Subdivision, Known and Numbered as 8691 Olive Boulevard.

Easement 4:

St. Patrick Courts, a subdivision filed for record in Plat Book 48, Page 33 of the Land Records of St. Louis County, Missouri.

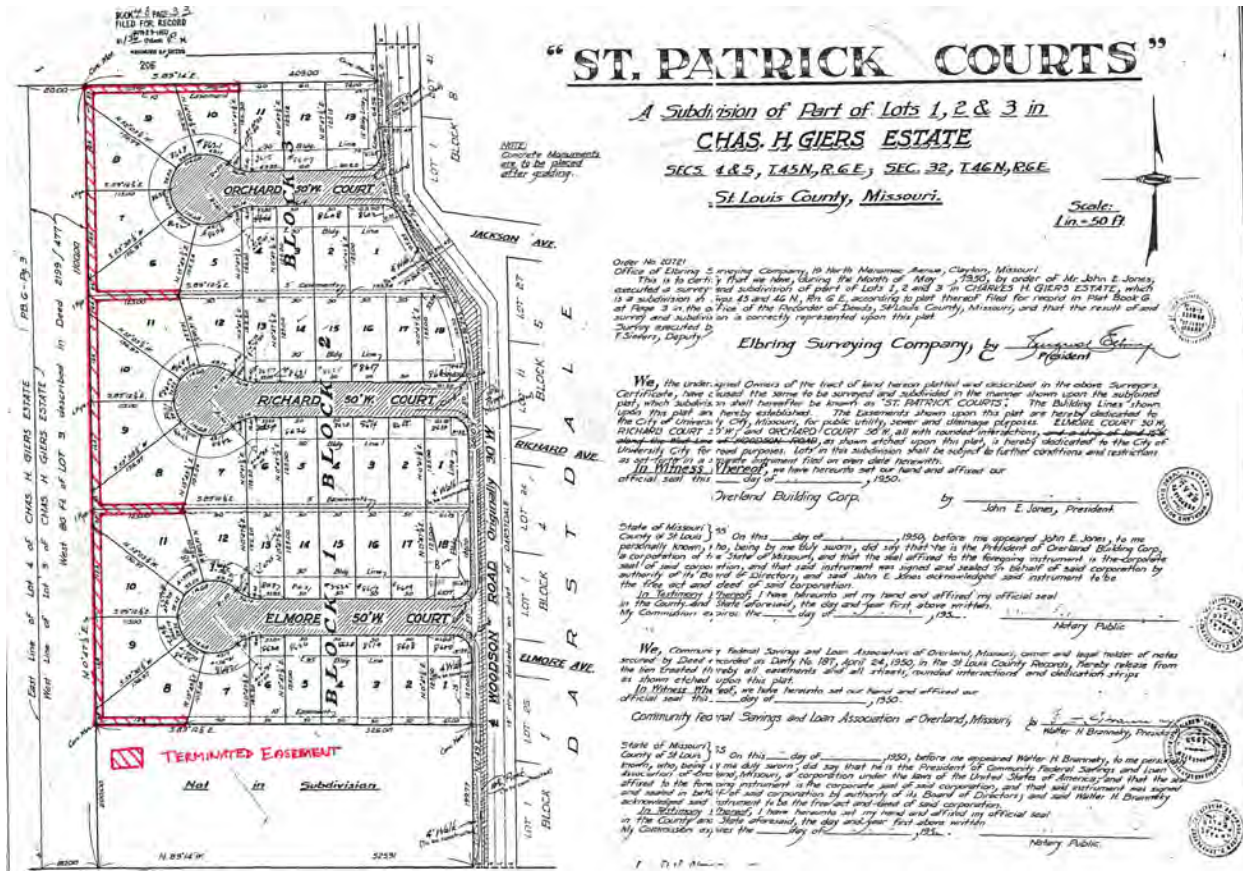
EXHIBIT B

LEGAL DESCRIPTION

Lots 1 and 2 of the Market at Olive, a subdivision filed for record in Plat Book _____, page _____ of the Land Records of St. Louis, County, Missouri.

EXHIBIT C

VISUAL DESCRIPTION OF EASEMENT 4





Council Agenda Item Cover

MEETING DATE: March 22, 2021

AGENDA ITEM TITLE: Three Traffic/Speed Trailers

AGENDA SECTION: City Manager Report

CAN THIS ITEM BE RESCHEDULED? No

PREPARED/SUBMITTED BY: Chief Larry Hampton

BACKGROUND REVIEW:

The Police Department is requesting to purchase three (3) Traffic/Speed Trailers for a total cost of \$41,970 dollars.

The cost includes the purchase of the equipment and two (2) years of software licensing.

DESCRIPTION: Radar speed trailers are mobile units placed on the side of the road that use radar to sense an oncoming vehicle's speed and display that speed back to the approaching driver. This is intended to give the driver an external visual indication of their speed, which if excessive, may remind them to slow down. Numerous studies have shown the benefits of using radar speed signs and trailers.

Two (2) trailers will be equipped with cameras that will only be accessible to the police department.

Trailer (3) Equipment: Thirty-one thousand four hundred and seventy dollars - \$31,470
Camera (2) and software maintenance – Ten thousand five hundred dollars- \$10,500

The funds will come from the public safety fund via Capital Improvement for FY'21. Forty-five thousand dollars (\$45,000) was budgeted in the 2020-2021 fiscal years.

RECOMMENDATION:

City Manager recommends approval.

Attachments:

- Trailer Information
- Quote from All Traffic Solutions
- Trailer Dimensions

flock safety

Want to leverage the power infrastructure on your speed and sign trailers?



Learn more about Flock Safety's compatibility.

What we support

1. 11-16V Power

Most trailers use 12V car batteries. If you have multiple batteries, we need to make sure they are connected to output 11-16V.

2. Solar Charge Controller

We need your trailer to have a solar charge controller with designated load terminals. The charge controller protects your trailer and protects our camera.

3. Sufficient panels and batteries

We suggest that LPR cameras only be installed on trailers with large solar panels and battery power. We can help you evaluate if your system is sufficient for our cameras.

What we don't support

1. Flock Safety Solar Panels

Our solar panels are not designed for the stresses encountered as a trailer bounces while being towed so to avoid creating a safety issue we do not support mounting them on a trailer.

2. Direct Connection to the Battery

This can be unsafe for both the LPR camera, as well as the trailer. Connecting the camera to the solar charge controller makes this more reliable.

Note: Adding the LPR camera will take power away from the other equipment on the trailer and may result in the trailer needing to be recharged more regularly. If you do not need the message board or speed function of the trailer, turning those devices off can make a significant difference in the amount of time the trailer can be deployed without recharging.

What we need from you

Pictures

We need pictures of the interior and exterior of the trailer, specifically documenting the solar panels, batteries, and solar charge controller, with manufacturer info displayed.

Maximum Expected Traffic Volume

We use this information to estimate how much power the camera will consume from the trailer.

Access to Trailer Lockbox

When we install the camera, we will need access to the trailer lockbox to install the power adapters.

Permission to Modify Trailer

We will need to create a hole in the trailer lockbox to route the power cable to the camera if there is not already one. We will use a waterproof cable gland to make sure the lockbox stays water proof.

Self Care

You need to take down the camera when moving the trailer. Once the trailer is in the new location, put the camera back.

Reach out to your Flock Safety account manager if you have questions!



**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
12950 Worldgate Dr #310
Herndon, VA 20170
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:

QUOTE Q-57237

DATE: 03/10/2021

**PAGE
NO:** 1

**Questions contact:
MANUFACTURER:
All Traffic Solutions**

Jim Fink
(571) 549-3763
X
jfink@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

University City Police Department-MO
MO 63130

Billing Contact:

SHIP TO:

University City Police Department-MO
MO
Attn: Fred Lemons

**PAYMENT
TERMS:**
Net 30

CUSTOMER: University
City Police Department-
MO

CONTACT: 3145058661 ext, 0

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000566	Shield 15 Speed Display; base unit w/ mounting bracket	3	\$3,295.00	\$9,885.00
4000519	Traffic Data Collection; stores vehicle statistics locally for later analysis	3	\$500.00	\$1,500.00
4001621	ATS-5 Trailer for SH15 or IA/SA18 includes: 235Ah Batteries, & Trailer Certificate of Origin	1	\$4,605.00	\$4,605.00
4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	1	\$900.00	\$900.00
4000278	Solar panel, 120W: includes bracket for ATS-5 trailer and harness	2	\$1,200.00	\$2,400.00
4001689	ATS-5 Trailer for SH15 or IA/SA18 includes: 470Ah Batteries, & Trailer Certificate of Origin	2	\$5,040.00	\$10,080.00
4000641	Shipping and Handling Common Carrier	3	\$700.00	\$2,100.00

Special Notes:

Sh15 –Radar sign- 235ah battery and 90W solar for 1 unit.
For 2 trailers w/ALPR added 435ah battery and 120W solar per the MFG requirements. White strobe on each unit built into sign

**SALES
AMOUNT:**

\$31,470.00

**TOTAL
USD:**

\$31,470.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

--	--	--

Print Name, Title

Signature

Date

PRODUCT SPECIFICATIONS

ATS 5 ULTRA-PORTABLE TRAILER

ALL TRAFFIC
SOLUTIONS



ATS 5 Trailer is compatible, interchangeably, with the following products:

- o Shield 15 (Sh15) radar speed display
- o SpeedAlert 18 or 24 (SA 18 or SA24) radar message sign
- o InstAlert 18 or 24 (IA18 or IA24) variable message sign
- 5' minimum to bottom of sign

Weight

- o 620 lbs with 235Ah battery capacity and SA18
- o 760 lbs with 470Ah battery capacity IA24
- o Add 130 lbs for additional battery pair
- o Add 60 lbs for 120W solar panel
- o Add 40 lbs for 65W solar panel
- **Tongue weight:** 20 lbs
- **Dimensions:** 61.5" long x 62.5" wide x 64" high (stowed)
- Simple manual lever lift system for 1-person setup
- Removable tongue for 2" ball, lockable
- Storage for tongue and lift bar in locked battery compartment
- 16 ga. steel locking battery compartment with vented
- battery chamber, charger/accessories chamber and 1/8" aluminum diamond plate lid
- Continuous weld steel frame, white marine grade powder coat finish
- **Wheels:** 12", 5 bolt steel rims with 4.5" bolt circle
- **Ground clearance:** 9.75 under axle, 19 under chassis
- Replaceable steel fenders, weight supporting
- Locking wheel lug bolts, 1 per wheel, with removal tool
- **Axle:** 2000 lbs leaf spring
- **Jacks:** (4), retractable crank type, fully adjustable at each corner, 1500-lb capacity each

Recessed tail lights and DOT-approved lighting

- Safety chains, 30" with hooks

- DOT-approved red/white reflective tape
- License plate holder with light

ATS 5 Trailer Power

- 12 VDC system, Std 4 pin wiring plug
- 235Ah or 470Ah batteries, (2) 6VDC batteries in series, deep cycle marine (130 lbs per pair, 2 pair max)
- 20A time delay fuse on battery supply
- 65W solar assist with 10A solar controller to prevent overcharging, other solar wattages available
- Solar panels charge while sign stowed or deployed
- 10 Amp 120VAC automatic charger with externally accessible AC connection
- Switch to control power to sign

ATS 5 Trailer Options

- 30" x 36" speed limit sign and interchangeable digits for 5-65 mph display and locking hitch pin for display and stowing; digit storage in battery compartment
- Red and Blue Violator Strobe Light Bar, set to flash above user set speed
- Low Voltage Disconnect solar controller to turn off sign if power falls below 11.5VDC (decreases run time)
- (2) 5/16 ball or pintle hook, adjustable height, on removable tongue
- Orange powder coat finish (minimum order qty)
- AGM sealed batteries for lower temperature use, -40F (185Ah per pair, 370Ah max)
- Tamper alarm with adjustable sensitivity
- Wheel lock bar
- '7' digit for speed limit sign
- 14" tires and fenders
- Speed Dependent Messaging Option
- ALPR Camera System option

Warranty

- 1-year warranty (three months on batteries)

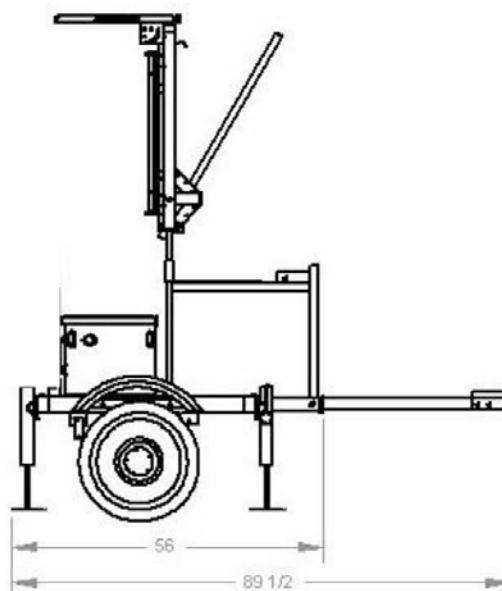
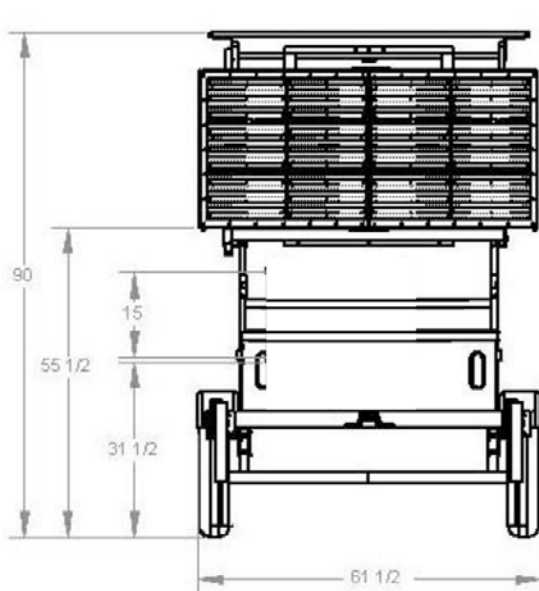
Compatible with these ATS Products

Engineered and manufactured in the United States of America

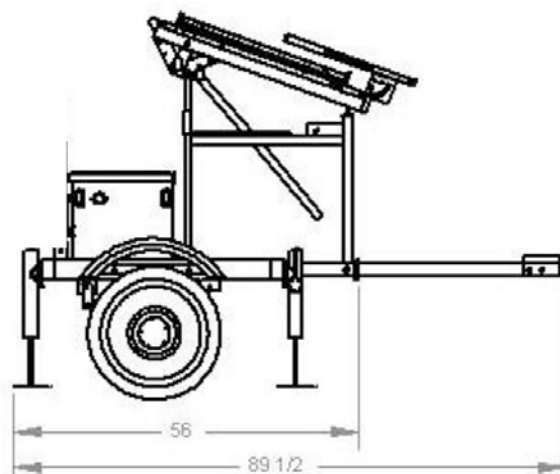
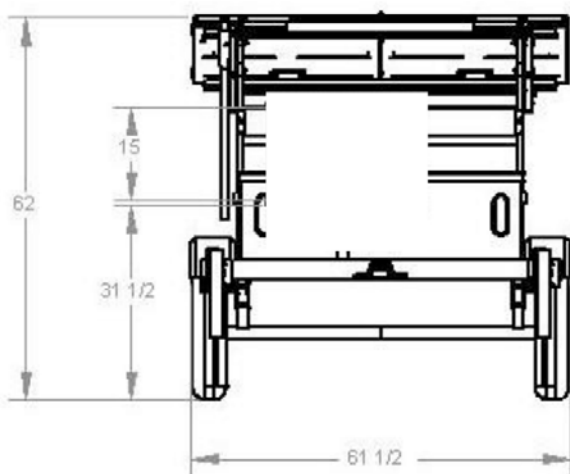
1. ATS 5 Trailer with SpeedAlert 24 and optional light bar
2. ATS 5 Trailer with SpeedAlert 18



ATS 5 Trailer: Deployed with SpeedAlert 24



ATS 5 Trailer: Stowed with SpeedAlert 24





Council Agenda Item Cover

MEETING DATE: March 22, 2021

AGENDA ITEM TITLE: AUTHORIZE CONTRACT WITH GILMORE BELL FOR BOND AND DISCLOSURE COUNSEL LEGAL SERVICES FOR RENOVATION OF ANNEX FOR POLICE STATION AND OTHER IMPROVEMENTS

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? Yes

PREPARED/SUBMITTED BY: City Manager Gregory Rose

BACKGROUND REVIEW:

Approval of this agenda item would result in the contracting with Gilmore Bell for bond and disclosure legal services for the City of University City. Fees for services rendered would be based on the following:

General Obligation Bonds or Special Bonds:
\$33,000 for \$13,000,000, plus \$1.00/\$1,000 over \$13,000,000

Certificates of Participation:
\$45,000 for \$13,000,000 plus \$1.50/\$1,000 over \$13,000,000

Fees for disclosure counsel will be 50 percent of the total bond counsel fee.

Attached for your consideration is a copy of the proposal, which highlights the scope of services in addition to the fees for service.

RECOMMENDATION:

The City Manager recommends approval of the proposals from Gilmore Bell; authorize the City Manager to execute the agreement, and allocation from General Fund reserves funds to cover the associated costs. General Fund monies used would be reimbursed by bond monies if appropriate.

ATTACHMENTS:

1. Proposed Scope of Engagement Agreement – Gilmore Bell



One Metropolitan Square
211 N. Broadway, Suite 200●
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

February 20, 2021

Mayor and City Council
University City, Missouri

Re: Bond and Disclosure Counsel Legal Services for the City of University City, Missouri

Ladies and Gentlemen:

We appreciate the opportunity to submit this proposal to serve as bond counsel and disclosure counsel to the City of University City in connection with the potential issuance of approximately \$13,000,000 to \$20,000,000 of bonds or other obligations (collectively, the "*Bonds*") for various City facilities.

SCOPE OF ENGAGEMENT

In this engagement, as bond and disclosure counsel to the City we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "*Bond Opinion*") regarding the validity and binding effect of the Bonds, the excludability of interest on the Bonds from gross income for federal and Missouri income tax purposes, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the City regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review election proceedings, authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.
- (4) In our capacity as disclosure counsel to the City, we will: (a) assist the City in the preparation of the Preliminary Official Statement and the final Official Statement relating

to the Bonds and consult with the City regarding any disclosure issues that may arise in conjunction with the planned issuance of the Bonds, (b) conduct a due diligence review of the City as a basis for the delivery of our SEC 10b-5 letter described below, and (c) at closing, deliver to the City and the underwriter a customary SEC Rule 10b-5 letter relating to the Official Statement.

- (5) Draft or review the continuing disclosure undertaking of the City.
- (6) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required blue sky filing.
- (7) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- (8) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (9) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.

Our Bond Opinion will be addressed to the City and the underwriter and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that the City's management will direct members of City staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission or representing the City in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.
- (b) Preparing blue sky or investment surveys with respect to the Bonds.
- (c) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.
- (d) Making an investigation or expressing any view as to the creditworthiness of the City or any credit enhancement provider for the Bonds.

- (e) Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.
- (f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (g) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- (h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney- client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel and disclosure counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds and delivery of our Bond Opinion. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds. We do not undertake (unless separately engaged) to provide continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal and Missouri income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the Bonds and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the City want our firm to assist with such compliance (*e.g.*, arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement will be required.

CONFLICTS

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We also may represent, in unrelated matters, one or more of the entities involved in the issuance of the Bonds, including the underwriter of the Bonds. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such

representations not adverse to our representation of the City or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES AND EXPENSES

Our bond counsel fee in connection with the Bonds will be determined in accordance with the following:

General Obligation Bonds or Special Obligation Bonds:

\$33,000 for \$13,000,000, plus \$1.00/\$1,000 over \$13,000,000

Certificates of Participation:

\$45,000 for \$13,000,000, plus \$1.50/\$1,000 over \$13,000,000

Our fee for disclosure counsel will be 50% of the total bond counsel fee.

In each case, our fee may vary if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee, we will advise you and prepare and provide to you an amendment to this engagement letter.

In addition, we reserve the right to seek reimbursement for our out-of-pocket expenses incurred in connection with the provision of our services, such as travel, postage, deliveries, printing and similar expenses.

Our fee will be payable at closing of the Bonds. We will charge no fee if the Bonds are not issued.

RECORDS

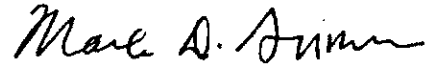
Papers and property furnished by you will be returned promptly upon request. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

February 20, 2021

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this engagement letter. We look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark D. Grimm". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Mark D. Grimm

MDG:rab

ACCEPTED AND APPROVED:

CITY OF UNIVERSITY CITY, MISSOURI

By: _____
City Manager



Council Agenda Item Cover

MEETING DATE: March 15, 2021

AGENDA ITEM TITLE: Major Subdivision – Final Plat

AGENDA SECTION: Unfinished Business - Bills

CAN THIS ITEM BE RESCHEDULED? Yes

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

BACKGROUND REVIEW:

The Plan Commission recommended approval of the proposed Major Subdivision Final Plat (Markets At Olive) at its March 3, 2021 meeting. Introduction and the first reading of the bill took place at the March 8, 2021 meeting. The bill was amended to substitute a new Exhibit A the Subdivision Plat at the March 15, 2021 meeting. The second and third readings along with the passage of the ordinance could occur at the March 22, 2021 meeting.

RECOMMENDATION: City Manager recommends approval

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report
3. Bill 9427 Amended Ordinance and Plat



Plan Commission

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

March 3, 2021

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

RE: Final Plat Approval – (PC 21-03)

Dear Ms. Reese,

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

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

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Planning and Development

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

STAFF REPORT **(City Council)**

MEETING DATE: March 8, 2021

FILE NUMBER: PC 21-03

COUNCIL DISTRICT: 3

Location: Proposed Costco Site

Applicant: Grimes Consulting, Inc.

Property Owner: Multiple Owners

Request: Major Subdivision – 20 Lots to 2 Lots

COMPREHENSIVE PLAN CONFORMANCE

☐ Yes ☐ No ☒ No reference

STAFF RECOMMENDATION

☐ Approval ☒ Approval with Conditions ☐ Denial

ATTACHMENTS:

A. Application Packet

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

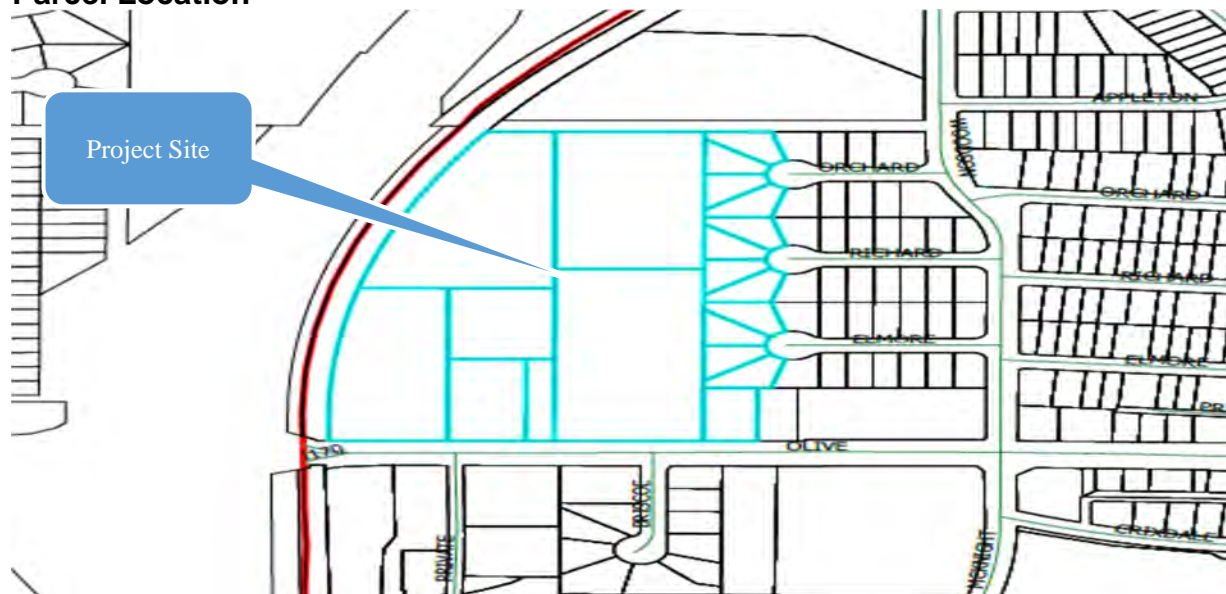
Surrounding Zoning and Current Land Use:

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

Existing Property

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

Parcel Location



Aerial Overhead



Applicant's Request

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

Process – Required City Approvals

Staff Review.

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

Section 405.165 Major Subdivisions.

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

Section 405.170 Minor Subdivisions.

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

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

Staff Review.

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

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

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

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

Analysis

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

Conclusion/Recommendation

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

INTRODUCED BY: Councilmember Jeff Hales

DATE: March 8, 2021

BILL NO. 9427

ORDINANCE NO.

AMENDED

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

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

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

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

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

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

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

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

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

PASSED and ADOPTED this _____ day of _____, 2021.

MAYOR

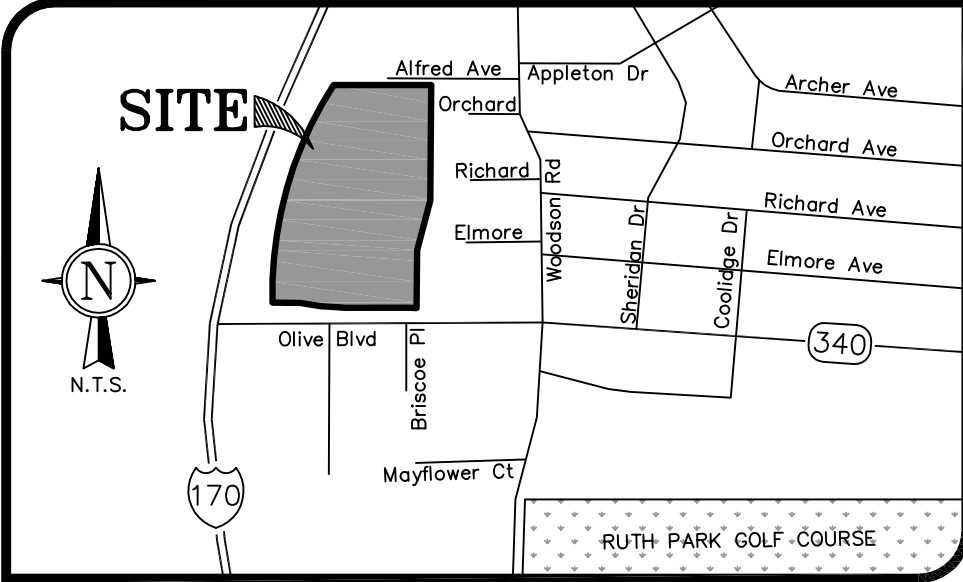
ATTEST:

CITY CLERK

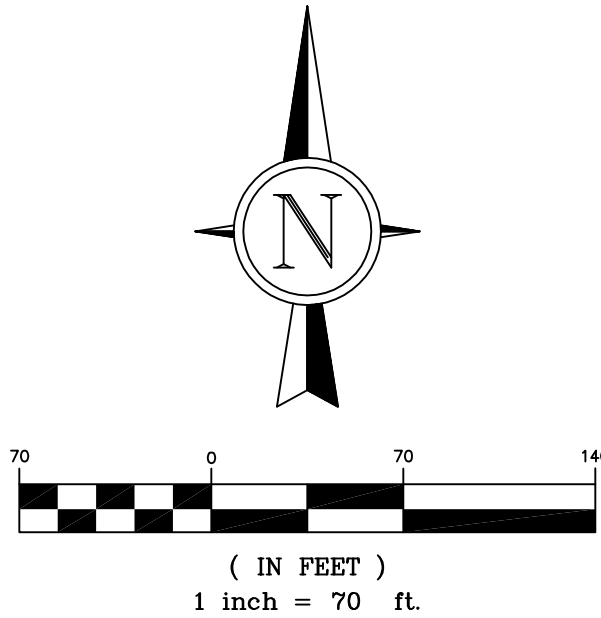
CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

“EXHIBIT A”



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



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

N/F NOW OR FORMERLY
D.B. DEED BOOK
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Pg. PAGE
w/ WITH
(TYP.) TYPICAL
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Doc. DOCUMENT

LEGEND

- FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
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- FOUND STONE
- ⊕ FOUND R.O.W. MARKER
- FOUND AXLE
- SET 1/2" IRON ROD UNLESS OTHERWISE NOTED

L=5.29', R=1,860.00'
D=000°09'46"
Ch=N01°31'32"W, 5.29'
N01°36'25"W 16.24'

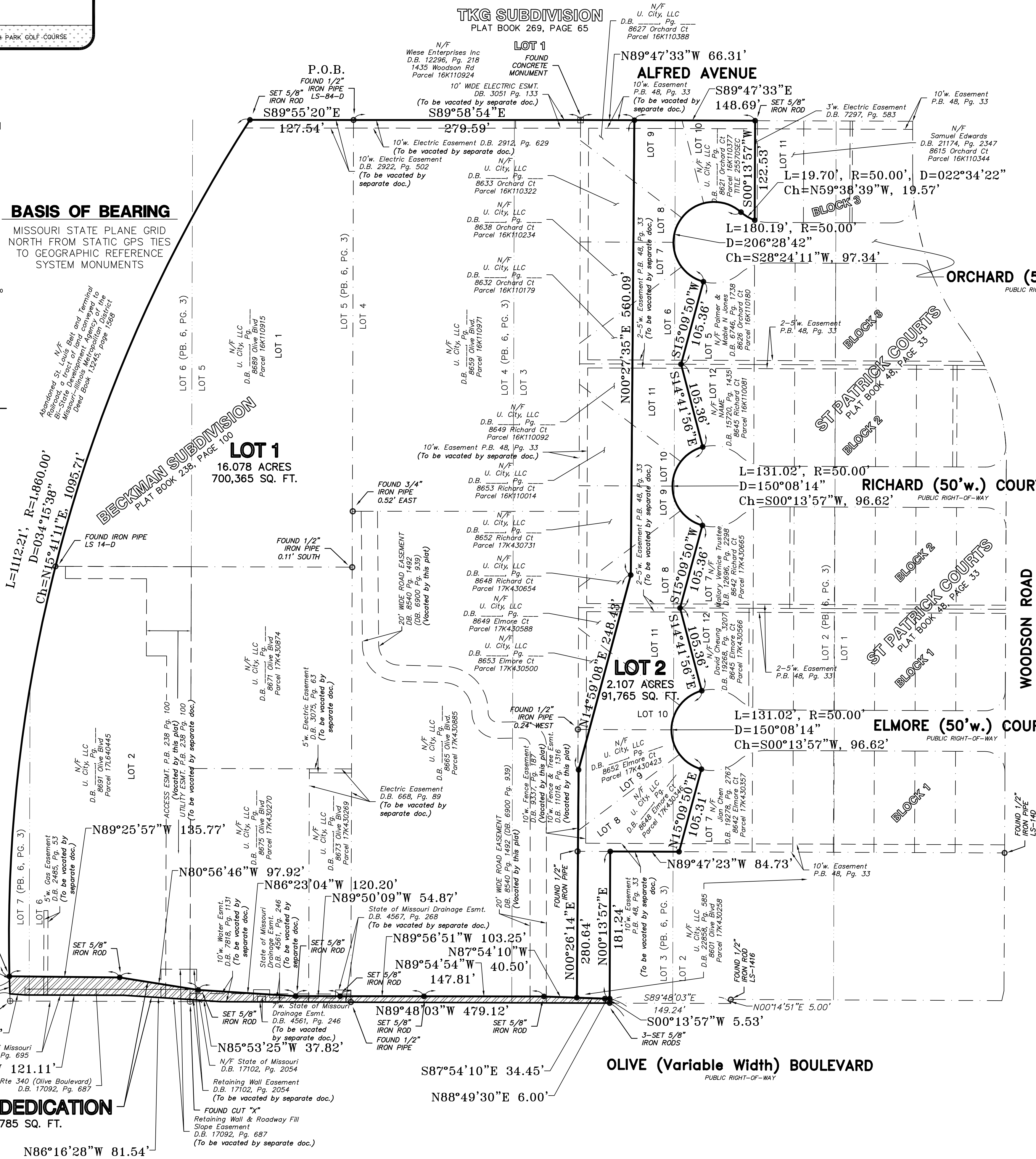
N85°46'52"W 19.36'
N89°50'22"W 121.11'

RIGHT-OF-WAY DEDICATION
0.202 ACRES; 8,785 SQ. FT.

MARKET AT OLIVE A SUBDIVISION PLAT

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

TKG SUBDIVISION
PLAT BOOK 269, PAGE 65



--- Out Boundary Description ---

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

BEGINNING at a found 1/2 inch iron pipe marking the Northeast corner of said Lot 5 of the Gier Estate also being the Northeast corner of said Lot 1 of Beckman Subdivision and being on the South right-of-way line of Alfred Avenue, 40 feet wide, thence along said South right-of-way line of Alfred Avenue, South 89 degrees 58 minutes 54 seconds East a distance of 279.59 feet to a found concrete monument marking the Northwest corner of said St. Patrick Courts; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 66.31 feet to a set 1/2 inch iron rod; thence continuing along said South right-of-way line of Alfred Avenue, South 89 degrees 47 minutes 33 seconds East a distance of 148.69 feet to a set 5/8 inch iron rod marking the Northwest corner of Lot 11 of said Block 3 of St. Patrick Courts; thence leaving said South right-of-way line of Alfred Avenue, and along said West line of Lot 11, South 00 degrees 13 minutes 57 seconds West a distance of 122.53 to a set 1/2 inch iron rod marking the Southwest corner of said Lot 11, and also being on the North cul-de-sac of Orchard Court, 50 feet wide; thence along said cul-de-sac of Orchard Court the following courses and distances; 19.70 feet along the arc of a curve to the right, having a radius of 50.00 feet, through a central angle of 22 degrees 34 minutes 22 seconds, with a chord that bears North 59 degrees 38 minutes 39 seconds West a distance of 19.57 feet to a set 1/2 inch iron rod; 180.19 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 206 degrees 28 minutes 42 seconds, with a chord that bears South 28 degrees 24 minutes 11 seconds West a distance of 97.34 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 5 of said Block 1 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 5, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 5, and also being the Northwest corner of Lot 12 of said Block 2 of St. Patrick Courts; thence along the Western line of said Lot 12, South 14 degrees 41 minutes 56 seconds East a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 12, and also being on the cul-de-sac of Richard Court, 50 feet wide; thence along said cul-de-sac of Richard Court, 131.02 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 150 degrees 08 minutes 14 seconds, with a chord that bears South 00 degrees 13 minutes 57 seconds West a distance of 96.62 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 7 of said Block 2 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 7, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 7, and also being the Northwest corner of Lot 12 of said Block 1 of St. Patrick Courts; thence along the Western line of said Lot 12, South 14 degrees 41 minutes 56 seconds East a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 12, and being on the cul-de-sac of Elmore Court, 50 feet wide; thence leaving said Western line of Lot 12 and along said cul-de-sac of Elmore Court, 131.02 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of 150 degrees 08 minutes 14 seconds, with a chord that bears South 00 degrees 13 minutes 57 seconds West a distance of 96.62 feet to a set 1/2 inch iron rod marking the Northwest corner of Lot 7 of said Block 1 of St. Patrick Courts; thence leaving said cul-de-sac and along the Western line of said Lot 7, South 15 degrees 09 minutes 50 seconds West a distance of 105.36 feet to a set 1/2 inch iron rod marking the Southwest corner of said Lot 7, and being on the North boundary line of said U. City, LLC tract, North 89 degrees 47 minutes 23 seconds West a distance of 84.73 feet to a set 1/2 inch iron rod; thence leaving said North boundary line of said U. City, LLC tract, South 00 degrees 13 minutes 57 seconds West a distance of 181.24 feet to a set 5/8 inch iron rod on the North right-of-way line of Olive Boulevard as widened, width varies; thence along said North right-of-way line of Olive Boulevard as widened as follows: South 00 degrees 13 minutes 57 seconds West a distance of 5.53 feet to a set 5/8 inch iron rod; North 87 degrees 54 minutes 10 seconds West a distance of 34.27 feet to a set 5/8 inch iron rod; North 89 degrees 54 minutes 54 seconds West a distance of 147.81 feet to a set 5/8 inch iron rod; North 89 degrees 56 minutes 51 seconds West a distance of 103.25 feet to a set 5/8 inch iron rod; North 89 degrees 50 minutes 09 seconds West a distance of 54.87 feet to a set 5/8 inch iron rod; North 86 degrees 23 minutes 04 seconds West a distance of 120.20 feet to a set 5/8 inch iron rod; North 80 degrees 56 minutes 46 seconds West a distance of 97.92 feet to a set 5/8 inch iron rod; North 89 degrees 25 minutes 57 seconds West a distance of 135.77 feet to a set 5/8 inch iron rod marking the intersection of said North right-of-way line of Olive Boulevard as widened and the Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad, a tract of land conveyed to Bi-State Development Agency of the Missouri-Illinois Metropolitan District as recorded in Deed Book 13245, page 1568 of said Land Records; thence leaving said North right-of-way line of Olive Boulevard as widened along said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad 1,112.21 feet along the arc of a curve to the right, having a radius of 1,860.00 feet, through a central angle of 34 degrees 15 minutes 38 seconds, with a chord that bears North 15 degrees 41 minutes 11 seconds East a distance of 1,095.71 feet to the intersection of said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad and said South right-of-way line of Alfred Avenue; thence leaving said Eastern right-of-way line of the Abandoned St. Louis Belt and Terminal Railroad along said South right-of-way line of Alfred Avenue, South 89 degrees 55 minutes 20 seconds East a distance of 127.54 feet to the point of beginning.

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

IN WITNESS WHEREOF, we hereunto set our firm name at our office in St. Louis County, Missouri on this 12 day of March, 2021.

GRIMES CONSULTING, INC. LS-343-D

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



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

REV. NO.	DATE	REMARKS
1	12/09/20	Revised common lot line.
2	02/11/21	Revised Lot 2 boundary.
3	03/10/21	ROW det. and sent. vacs. per attorney.
4	03/12/21	Attorney comments.

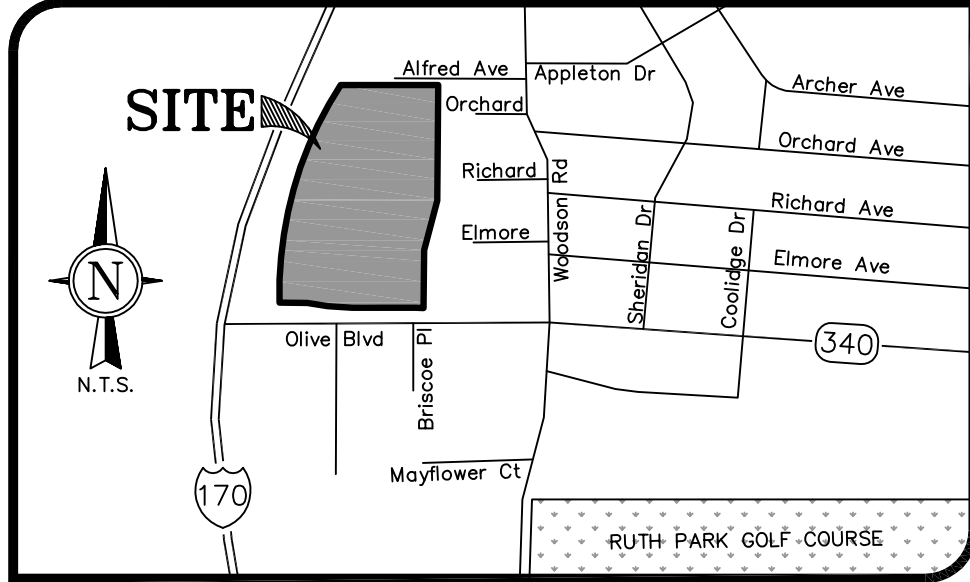
MARKET AT OLIVE
A SUBDIVISION PLAT
8691 OLIVE BLVD., UNIVERSITY CITY, MO

SUBDIVISION
PLAT

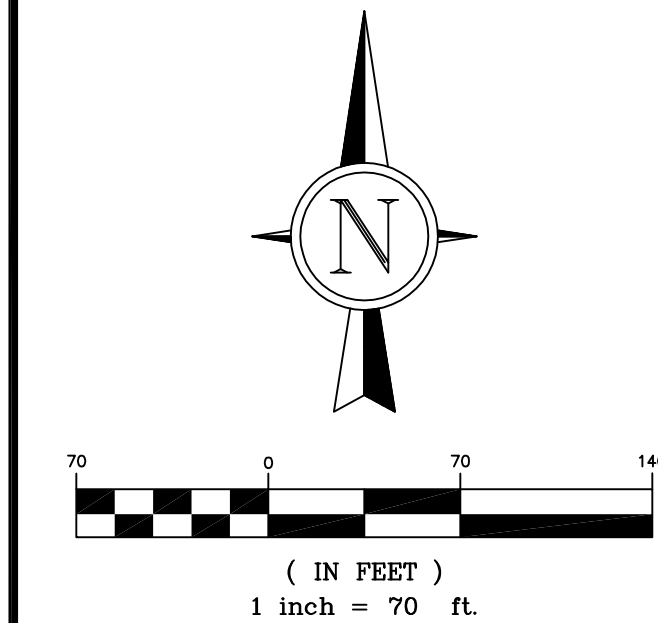
JOB NUMBER: 3082
DRAWN BY: RCS
DATE: 11/03/20
CHECKED BY: EEG
DATE: 11/03/20

SHEET:

1 of 2



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



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PART OF LOTS 2-7 OF CHARLES H. GIERS ESTATE, PLAT BOOK 6 PAGE 3
TOWNSHIPS 45 AND 46, RANGE 6
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

TKG SUBDIVISION
PLAT BOOK 269, PAGE 65

LOT 1

P.O.B.

ALFRED AVENUE

S89°47'33"W 66.31'
S89°47'33"E 148.69'

S89°55'20"E 127.54'
S89°58'54"E 279.59'

S00°13'57"W 122.53'
S00°13'57"W 105.36'

L=19.70', R=50.00', D=022°34'22"
Ch=N59°38'39"W, 19.57'

L=180.19', R=50.00'
D=206°28'42"
Ch=S28°24'11"W, 97.34'

L=131.02', R=50.00'
D=150°08'14"
Ch=S00°13'57"W, 96.62'

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D=150°08'14"
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Owner's Certification

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

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

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

Right-of-way dedication as shown hereon hatched is hereby dedicated to the STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

The following easement vacations as shown hereon are hereby vacated: 20 Foot Wide Road Easement as recorded in Deed Book 8540 Page 1492 (Deed Book 6900 Page 939); 10 Foot Wide Fence Easement as recorded in Deed Book 9337 Page 187; 10 Foot Wide Fence and Tree Easement as recorded in Deed Book 11018 Page 1316; Access Easement as recorded in Plat Book 238 Page 100.

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

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

Print Name, Title

State of Missouri }
County of St. Louis }

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

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

Notary Public My commission expires: _____

University City, Missouri Certification

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

Print Name, Chairperson Print Name, Executive Secretary

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

Print Name, City Clerk

Surveyor's Certification

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

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

IN WITNESS WHEREOF, we hereunto set our firm name at our office in St. Louis County, Missouri this 12 day of March, 2021.

GRIMES CONSULTING, INC. LS-343-D

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



REV. NO.	DATE	REMARKS
1	12/09/20	Revised common lot line.
2	02/11/21	Revised Lot 2 boundary.
3	03/10/21	ROW det. and sent. vacs. per attorney.
4	03/12/21	Attorney comments.

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

SUBDIVISION
PLAT

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

2 of 2



Council Agenda Item Cover

MEETING DATE: March 22, 2021

AGENDA ITEM TITLE: Final Plan Approval – Adoption of an Ordinance to approve the Final Plan Concept for the proposed Costco Development.

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

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

BACKGROUND REVIEW:

The Plan Commission recommended approval of the proposed Preliminary Plan concept at their December 3, 2020 meeting by a unanimous 7-0 vote. They further approved the Final Plan at their March 10, 2021 meeting by a unanimous 6-0 vote. City Council is also considering a proposed map amendment to rezone the property to the PD-C district. This agenda item requires consideration of an ordinance approving the final plan concept at City Council. The first reading and introduction of the bill should take place on March 15, 2021. The second and third readings, along with the passage of the ordinance, is expected to occur at the subsequent March 22, 2021 meeting.

RECOMMENDATION:

City Manager concurs with the Planning Commission's recommendation.

Attachments:

- 1: Transmittal Letter from Plan Commission
2. Staff Report
2. Bill 9429 - Ordinance & Final Plan



Plan Commission

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

March 10, 2021

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

RE: Final Plan Approval – Costco Development (PC 21-06)

Dear Ms. Reese,

At a scheduled meeting on March 10, 2021 at 6:00 pm via videoconference, the Plan Commission considered an application by University City & Novus Companies to approve an ordinance for “Final Plan” approval of the proposed Costco RPA #1 development.

By a vote of 6 to 0, the Plan Commission recommended approval of said ordinance to approve the University City & Novus Companies “Final Plan” for the proposed Costco RPA #1 development.

Sincerely,

Margaret Holly, Chairperson
University City Plan Commission



Department of Community Development

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

STAFF REPORT

(City Council)

MEETING DATE: March 15, 2021

FILE NUMBER: PC 21-06

COUNCIL DISTRICT: 3

Applicant: University City / Novus Companies

Location: Proposed Costco Site

Request: Final Development Plan approval

Existing Zoning: Public Activity (PA), Industrial Commercial (IC)

Proposed Zoning: PD-C Planned Development-Commercial Use District

Existing Land Use: Commercial, Institutional, Industrial

Proposed Land Use: Retail Commercial

Surrounding Zoning and Land Use

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

COMPREHENSIVE PLAN CONFORMANCE

☒ Yes ☐ No ☐ No reference

PLAN COMMISSION RECOMMENDATION

☐ Approval ☒ Approval with Conditions ☐ Denial

ATTACHMENTS

A. Final Development Plan

Existing Property

St. Louis County Locator ID's: 17L640445, 16K110915, 16K110971, 17K430885, 17K430269, 17K430270, 17K430874, 16K110388, 16K110322, 16K110234, 16K110179, 16K110092, 16K110014, 17K430731, 17K430654, 17K430588, 17K430500, 17K430423, 17K430346 & 17K430236. The subject property for the Costco site is 16.06 acres

Background

The proposed development is incorporated within Redevelopment Project Area 1 that was approved in June 2019 as part of the "Market At Olive" site plan concept. To move forward the underlying zoning and plan approval must be completed to obtain the applicable permits for construction. As a result, Costco has entered into an agreement to purchase from the Seller who is the owner of, contract purchaser of, or who has the power to acquire through condemnation/arbitration. Based upon those circumstances staff is presenting the proposed final plan to the Plan Commission seeking their recommendation for Final Plan approval.

Applicant's Request

The applicant is requesting that the final plan be approved to allow for the applicant to move forward with the appropriate permits. Costco is proposing the demolition, of the entire project area, and the construction of a new 160,430 square foot free-standing facility, a fueling facility, 727 parking stalls and associated landscaping.

Surrounding Zoning and Land Use

The subject property is located on the side of Olive Boulevard at the intersection of Olive and 170. The properties surrounding the development consist of a mix of commercial, institutional, industrial and residential uses. Specifically, to the east there are single-family residences, places of worship and commercial service uses. To the south, across Olive, there multi-family residential and commercial uses. North of the property is a commercial service facility and to the west is 170.

Proposed Land Use (PLU) Designations, per Map 23 of the 2005 Comprehensive Plan, identify the subject property as having Institution, Industrial and Mixed-Use Transit designations. The property to the north has an Industrial designation while the properties to the east have a combination of single-family and Commercial designations. No designations are identified to the west.

Analysis**Zoning**

The purpose of "PD" Planned Development Districts, as set forth in Section 400.720, of the Zoning Code, is "to provide a means of achieving greater flexibility in development of land in a manner not always possible in conventional zoning districts; to encourage a more imaginative and innovative design of projects; to promote a more desirable community environment; and to retain maximum control over both the design and future operation of the development." The Code further states, "The city council, upon review by the plan commission, may, by an ordinance adopted in the same manner as a rezoning is approved, authorize a planned development district when the proposed development or use of a specific tract of land or area warrants greater flexibility, control and density than is afforded under the general regulations of standard zoning districts."

It is important to note that the purpose for allowing flexibility through Planned Developments is to create developments that adapt better to site conditions and the relation to surrounding properties otherwise not possible under traditional district regulations, thus resulting in developments that are more compatible and consistent with surrounding neighborhoods.

The relationship of planned development districts to the zoning map is set forth in Section 400.730 of the Zoning Code, which states in paragraph 1, "The "PD" designation, as detailed in this section, is a separate use district and may be attached to a parcel of land through the process of rezoning and zoning map amendment." However, in addition to the rezoning of a parcel of land, development plan approval is required. Section 400.730, paragraph 2 states, "It is the intent of this chapter that no development or redevelopment of the property encompassed by the "PD" designation take place until an acceptable development plan has been reviewed and approved in conformance with the requirements of this section, Article 14, "Amendments," of this chapter and applicable sections of Chapter 405, "Subdivision and Land Development Regulations," of the University City Municipal Code."

Uses

The proposed use can be accommodated under the proposed PD-C District Zoning. In staff's opinion, the proposed retail commercial use is appropriate for this site. It is located close to the intersection of Olive and 170. Furthermore, it is associated with a future Planned Development – Mixed Concept that will mitigate any future negative impact on existing residential uses surrounding the development.

Section 400.760 of the Zoning Code establishes the permitted/conditional uses within a "PD-C" District. The specific permitted land uses shall be established in the resolution adopted by the City Council governing the particular PD-C District. Specific uses may include those uses designated as permitted, accessory, or conditional uses in any of the "LC" – Limited Commercial District, "GC" – General Commercial District, and "CC" – Core Commercial District. The proposed uses comply with those set forth in the Zoning Code.

Minimum Site Size

The minimum site size for developments in any planned development district is one (1) acre. The Code states that the minimum site size may be waived by the City Council upon report by the Plan Commission; if it is determined that the uses proposed is desirable or necessary in relationship to the surrounding neighborhood; or, if the city council should determine such waiver to be in the general public interest. The subject site is situated in close proximity to other commercial uses. Thus, the proposal would be compatible with the existing pattern of development and existing surrounding uses. There is no need for a waiver based upon the site containing more than one (1) acre.

Density and Dimensional Regulations

Density and dimensional regulations for PD-C Planned Development-Mixed Use District developments are set forth in Section 400.780 of the Zoning Code and are to incorporate the regulations set forth in subsections dealing specifically with "PD-C" developments. Due to the subsection, only addressing PD-C developments, no resolution thereof shall be needed in the map amendment ordinance and/or the resolution approving the development plan. Section 400.780, of the Zoning Code, also states that the approval of a development plan may provide for exceptions from the regulations associated with traditional zoning districts as may be necessary to achieve the objectives of the proposed planned development.

Floor Area Ratio is not addressed in the "PD" Section of the Zoning Code. The Industrial Commercial (IC) and Public Activity (PA) Districts do not specify Floor Area Ratio's. Site coverage regulations state that total site coverage, by uses permitted in the "PD-C" or "PD-I" districts, shall be seventy (70) percent. Maximum site coverage may be increased up to ninety (90) percent if the development plan complies with four or more criteria from a list of eleven listed in the Zoning Code. Among the criteria listed, for granting an increase in site coverage, are resolving existing storm drainage problems and proposal of a development more than 5 acres in size. The site coverage for

traditional PD-C Developments is 70% and can qualify for up to 90% based upon meeting at least four performance criteria. Based upon the project, and the RPA1 project, the proposed plan appears to meet 1) a resolution off-site drainage problems, 2) a design principal that allows for shared access, 3) approval for a development that exceeds 5 acres or more and 4) a development that meets the criteria and performance standards of the Comprehensive Plan.

Building Setbacks and Buffers

Required building setbacks or buffers shall be as specifically established in the governing ordinances and resolutions for PD-C Developments on a case by case basis.

A perimeter buffer of fifty (50) feet is required when a PD-C or a PD-I development abuts a residential district. It is noted that the subject property does abut a residential district to the east. The applicant has identified a proposed sixty (60) foot buffer from the abutting residential zoning district. Furthermore, the abutting residential zoning district is expected to be incorporated into the final Planned Development Mixed-Use Concept and replaced by commercial development. A resolution to any buffer reduction would have to be completed prior to final plan approval.

If the applicable setback was contingent upon the current underlying Public Activity (PA) and Industrial Commercial (IC) districts then the setbacks would be based upon Sections 400.640, Subsection B and 400.700 of the zoning code. Therefore, if applicable, the required the most restrictive yard setbacks would be 15 & 35 feet from the applicable right-of-way (ROW) line and 25 feet from residentially zoned districts.

Building Height

The proposed building is a single-story structure above grade and approximately 32 feet in height. It is noted, that within the current underlying Public Activity (PA) District and Industrial Commercial (IC) District, buildings have a maximum height of 35 feet. However, buildings can be approved for up to 100 feet upon the issuance of a Conditional Use Permit. The permitted ratio is required 1-foot setback for every two feet of increased height. In evaluating, the site plan for the proposed development the building is under the maximum height of 35 feet and will not require any future action.

Landscaping/Screening

The Preliminary Development Plan shows the areas of open space being along the landscape buffers, of the property. Landscaping is proposed within the boundaries of the subject property and throughout the parking area. Staff will require an acceptable detailed landscape plan during the land disturbance review process. Staff would also require a detailed landscape plan prior to final plan approval.

Vehicular Access/Circulation

Vehicular access serving the development is provided by two grade access points which include a signalized and a right in right out locations along Olive Boulevard. There will also be service access along Alfred Avenue. Parking will be located within the development and landscaped to reduce public view. There will be 727 total on-site parking spaces.

Sidewalks

At the location, of the proposed development, it is staff's opinion that promoting a pedestrian-friendly and walkable environment is of the utmost importance.

Parking

Under the PD – Planned Development District regulations, relief from conventional zoning standards may be provided when the proposed development warrants greater flexibility than afforded under the general regulations. The preliminary development plan shows a total of 727 off street parking spaces.

Based upon an approximate warehouse space of 155,083 square feet, 6120 square feet canopy area and 2 spaces for the gas station component the total required parking would be approximately 808 spaces. The development is located within 500 feet of a transit stop and therefore allowed for a 10% exception in accordance to section 400.2130, Subsection E of the code. Based upon that exception, and the Gross Floor Area allocations, the total proposed parking would be in compliance with the parking requirements.

Building Design

No set building design is required per the current code, but the applicant has proposed an architectural design that can be locked in as part of the approval.

Sustainability

Additional sustainability measures are encouraged to be incorporated into the proposed development for environmental considerations. The applicant has provided a sustainable design narrative within the plan.

Comprehensive Plan

It is staff's opinion that the proposed commercial development, as shown on the Preliminary Development Plan submitted, is consistent with the goals and objectives of the University City Comprehensive Plan Update of 2005. Applicable sections from the Plan Update that support this opinion are included below:

Chapter 3, of the Comprehensive Plan Update of 2005, under Land Use and Redevelopment, as a general policy it states, *"The City will strongly support development(s) that promote desirable planning concepts such as neighborhood-serving, mixed uses and transit-oriented development and enhance the pedestrian character of the City."*

Conclusion/Recommendation

Based on the preceding considerations, Plan Commission recommend approval of the Preliminary Development Plan based upon the following;

1. Site control must be in place prior to City Council approval.
2. Administratively approved Traffic Plans Prior to Construction
3. Approved Landscaping and Native Grasses
4. Lot Consolidation Completed

BILL NO. 9429

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE
PROPOSED COSTCO DEVELOPMENT LOCATED ON A TRACT OF LAND WITHIN
REDEVELOPMENT PROJECT AREA NO #1 KNOWN AS
THE COSTCO DEVELOPMENT SITE**

WHEREAS, the Preliminary Development Plan was approved by the City Council of University City on March 15, 2021 for a commercial development project known as “Costco” in a Planned Development – Commercial (PD-C) District in the City of University City, authorizing the submittal of a Final Development Plan; and

WHEREAS, on March 9, 2021, the Final Development Plan for said development, on behalf of Novus Development, was submitted for review and approval a Final Development Plan in the proposed Planned Development – Commercial Use Zoning District for the proposed development of the Costco site; and

WHEREAS, the review and approval of a Final Development Plan shall be in accordance with Section 400.870 “Final Development Plan Procedure” and Section 405.380 “Final Plat Submittal Requirements” of the University City Municipal Code with the adoption of an ordinance by City Council; and

WHEREAS, at its meeting on March 10, 2021, the University City Plan Commission considered and recommended to the City Council of University City approval of the Final Development Plan subject to a lot consolidation being completed, administrative approval of traffic plans, approved native grasses being utilized and site control being in place prior to City Council action.

WHEREAS, the Final Development Plan, including all required documents and information submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A” and made a part hereof is a Final Development Plan submitted for the “Costco” development.

Section 2. It is hereby found and determined that the Final Development Plan is in full compliance with said Section 400.870 of the University City Municipal Code.

Section 3. The City Clerk is hereby directed to endorse, upon the Final Development Plan, the Final Plan approval of the City Council under the hand of the City Clerk and the seal of University City.

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

PASSED and ADOPTED this _____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

"Exhibit A"

PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: SWC OF INTERSTATE 170 & OLIVE BLVD.
UNIVERSITY CITY, MO

SITE DATA:

TOTAL SITE AREA: 16.08 ACRES (700,365 SF)

JURISDICTION: CITY OF UNIVERSITY CITY

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 160,430 SF

INCLUDES:

NET SALES FLOOR	151,074 SF
NET MECHANICAL / FIRE	2,459 SF
NET VESIBULE	4,737 SF
BUILDING ENVELOPE	2,160 SF

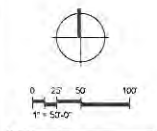
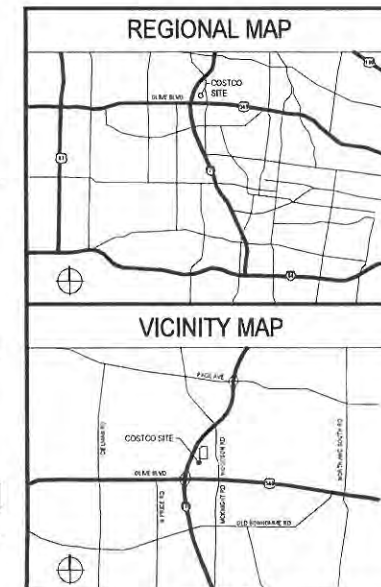
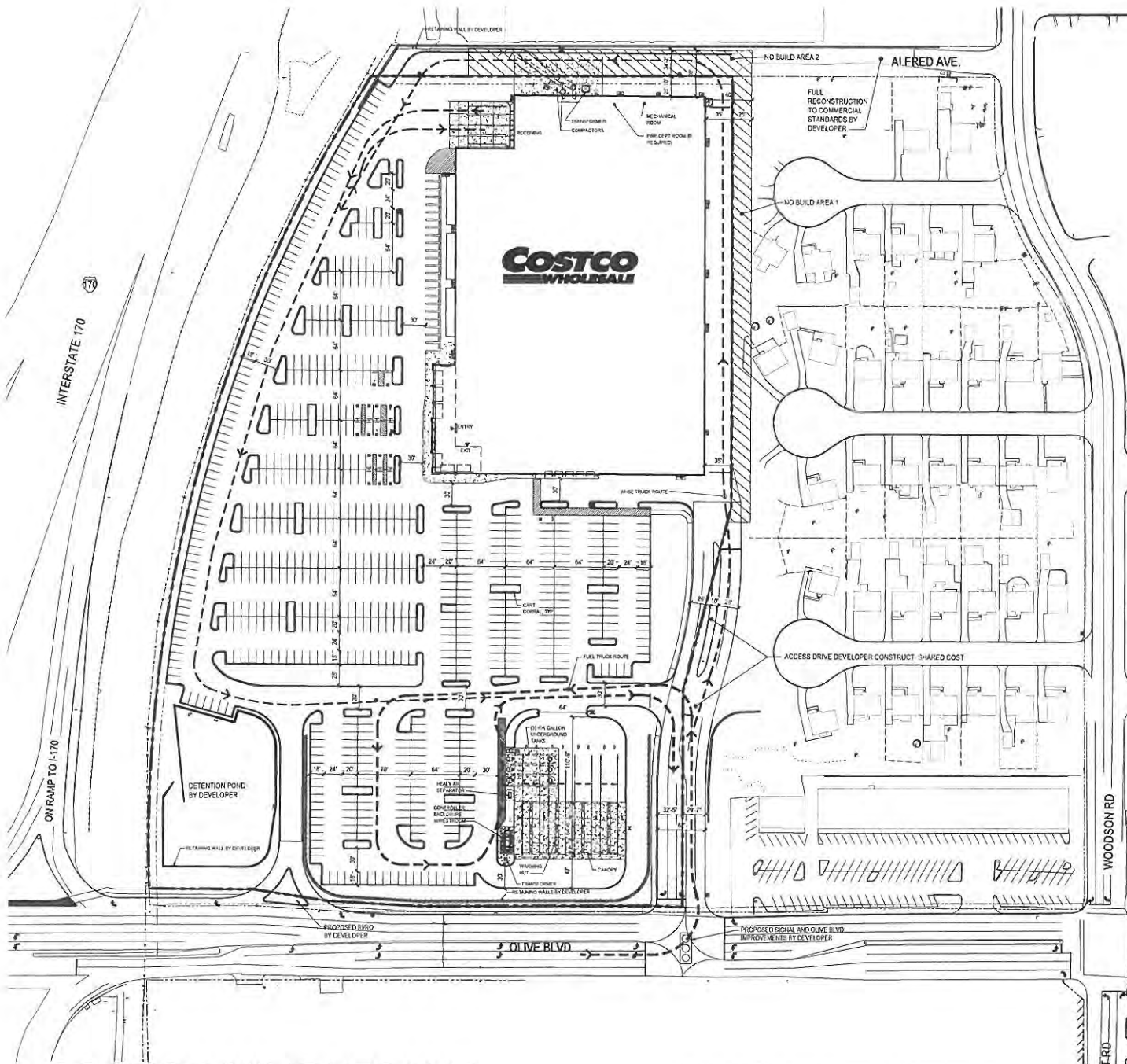
PARKING DATA:

TOTAL PARKING: 727 STALLS

INCLUDES:

MAIN LEVEL PARKING PROVIDED:	710 STALLS
10' WIDE STALLS	17 STALLS
ACCESSIBLE STALLS	

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.



COSTCO WHOLESALE
UNIVERSITY CITY, MO



OCTOBER 21, 2020

CONCEPT
SITE PLAN
DD11-110

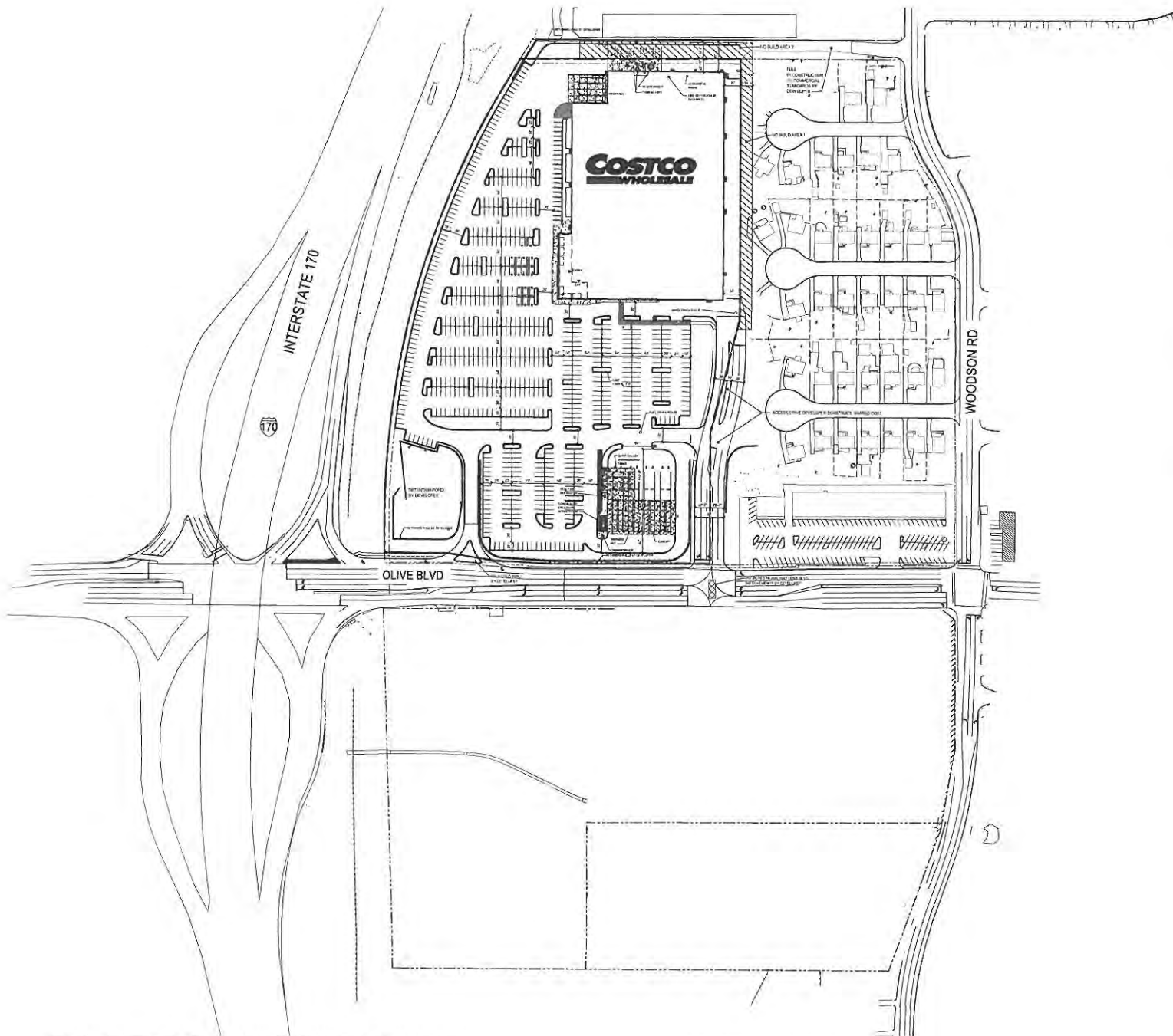
COSTCO WHOLESALE

UNIVERSITY CITY, MISSOURI

CONCEPT SITE PLAN (DEVELOPED)

OCTOBER 21, 2020

THIS PLAN AND ANY OTHER INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MG2 AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MG2.



PROJECT DATA

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: SWC OF INTERSTATE 170 & OLIVE BLVD.
UNIVERSITY CITY, MO

SITE DATA:

TOTAL SITE AREA: 16.08 ACRES (700,365 SF)

JURISDICTION: CITY OF UNIVERSITY CITY

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 160,430 SF

INCLUDES

NET SALES FLOOR	151,074 SF
NET MECHANICAL / FIRE	2,459 SF
NET VESIBULE	4,737 SF
BUILDING ENVELOPE	2,160 SF

PARKING DATA:

TOTAL PARKING: 727 STALLS

INCLUDES:

MAIN LEVEL PARKING PROVIDED:	
⊙ 10' WIDE STALLS	710 STALLS
⊙ ACCESSIBLE STALLS	17 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

COSTCO WHOLESALE

UNIVERSITY CITY, MISSOURI

OVERALL SITE PLAN (DEVELOPED)

OCTOBER 21, 2020

COSTCO WHOLESALE
UNIVERSITY CITY, MO

MG2

OCTOBER 21, 2020
CONCEPT
OVERALL
SITE PLAN
DD12-111



CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

SITE DATA:

JURISDICTION: CITY OF UNIVERSITY CITY

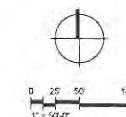
TOTAL BUILDING FOOTPRINT AREA: 160,430 SF

NET SALES FLOOR	151,074 SF
NET MECHANICAL / FIRE	2,459 SF
NET VESIBULE	4,737 SF
BUILDING ENVELOPE	2,160 SF

TOTAL PARKING: 727 STALLS

MAIN LEVEL PARKING PROVIDED:	
① 10' WIDE STALLS	710 STALLS
② ACCESSIBLE STALLS	17 STALLS

REGIONAL MAP

[illegible]

COSTCO
WHOLESALE
UNIVERSITY CITY, MO

MG2

OCTOBER 27, 2020

CONCEPT
SITE PLAN

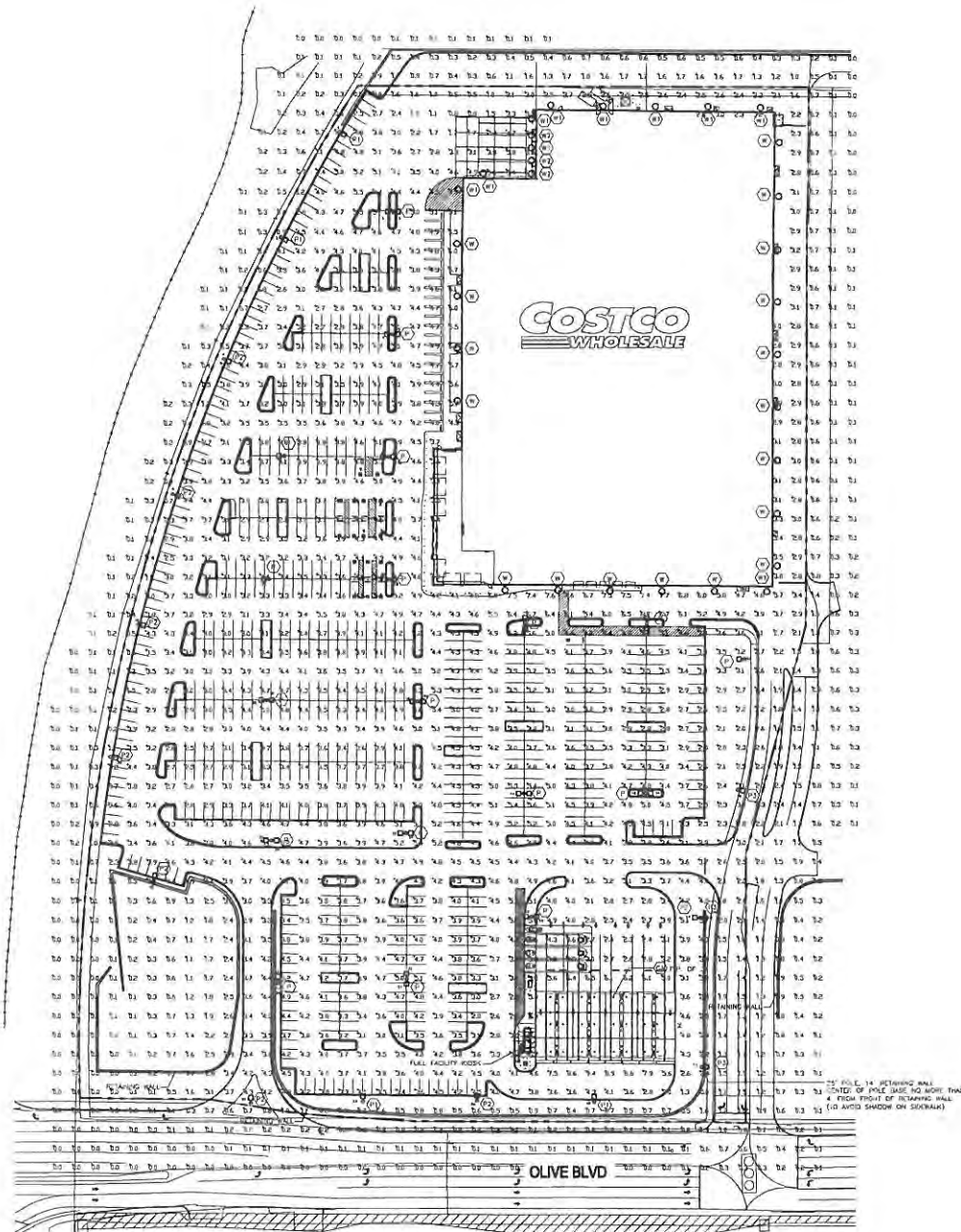
DD11-12¹³

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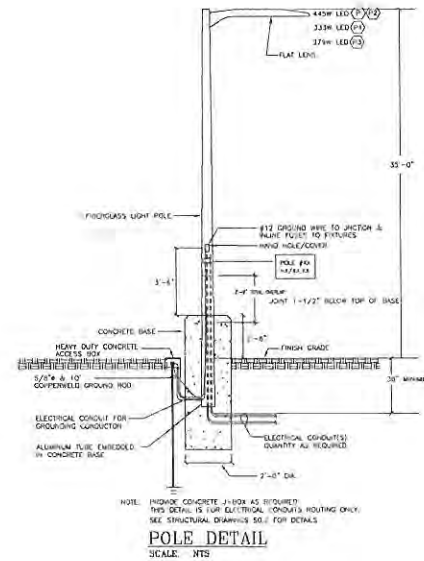
CONCEPT SITE PLAN (COSTCO ONLY)

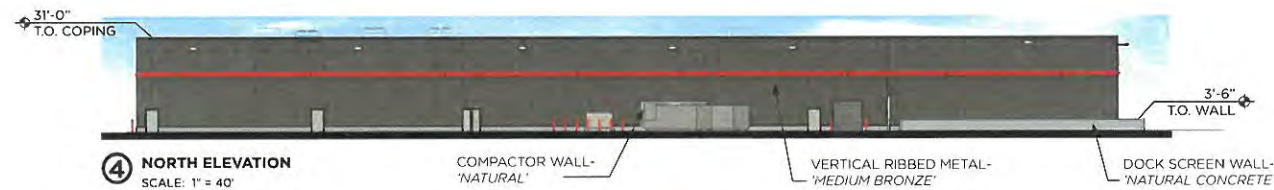
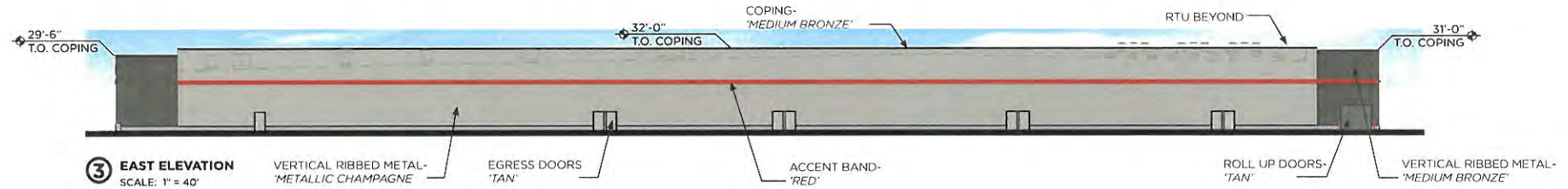
UNIVERSITY CITY, MISSOURI

OCTOBER 27, 2020

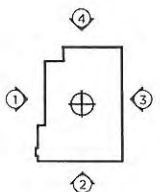


	FIXTURE DESCRIPTION
(F)	COOPER GALLERY CLOSET-A-F-6-E-1-S-W-G-02, 449IN TYPE 3 DISTRIBUTION FIBERGLASS HOLE 35°-C° ANGLE DIAM. WITH 2"-6" BASE
(G)	COOPER GALLERY CLOSET-B-E-1-E-1-L-I-1-R-H-M-O-D, 337IN TYPE 3 DISTRIBUTION FIBERGLASS HOLE 35°-C° ANGLE DIAM. WITH 2"-6" BASE
(H)	COOPER GALLERY CLOSET-A-F-8-E-1-L-I-1-R-H-M-O-D, 646IN TYPE 3 DISTRIBUTION FIBERGLASS HOLE 35°-C° ANGLE DIAM. WITH 2"-6" BASE
(I)	COOPER GALLERY CLOSET-A-F-8-E-1-L-I-1-R-H-M-O-D, 779IN TYPE 3 DISTRIBUTION FIBERGLASS HOLE 35°-C° ANGLE DIAM. WITH 2"-6" BASE
(J)	LITHONIA DSWP-LED-40R-30C-1000N-12M 102W LED, 2" SOURCING HEIGHT
(K)	LITHONIA DSWP-LED-40R-30C-1000F-14M 102W LED, 2" SOURCING HEIGHT
(L)	LITHONIA DSWP-LED-40R-30C-150-17PM 102W LED, 2" SOURCING HEIGHT
(M)	NEW LED SURFACE SYMETRIC DOWN LIGHT, FLAT, LEVEL, 1/2" SQUIRING HEIGHT





SIGN TABLE					
QUANTITY	SIGN	SIZE	AREA (EACH)	TOTAL SF	
A 1	TIRE CENTER	17'-4" x 1'-9"	31 SF	31 SF	
B 1	COSTCO WHOLESALE	5'-0" C	194 SF	194 SF	
C 2	COSTCO WHOLESALE	6'-0" C	280 SF	560 SF	
			TOTAL SIGN AREA	785 SF	









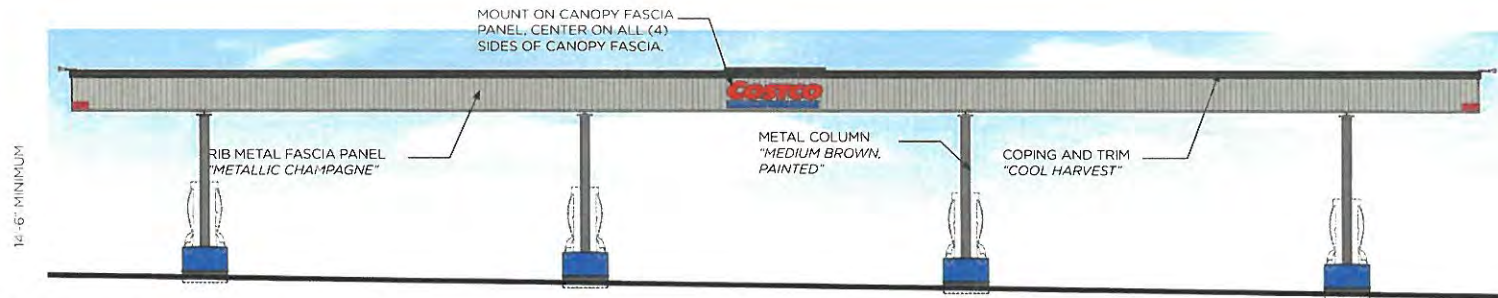
MG2

OCTOBER 20, 2020
PROJECT #17-0407-01
UNIVERSITY CITY, MO

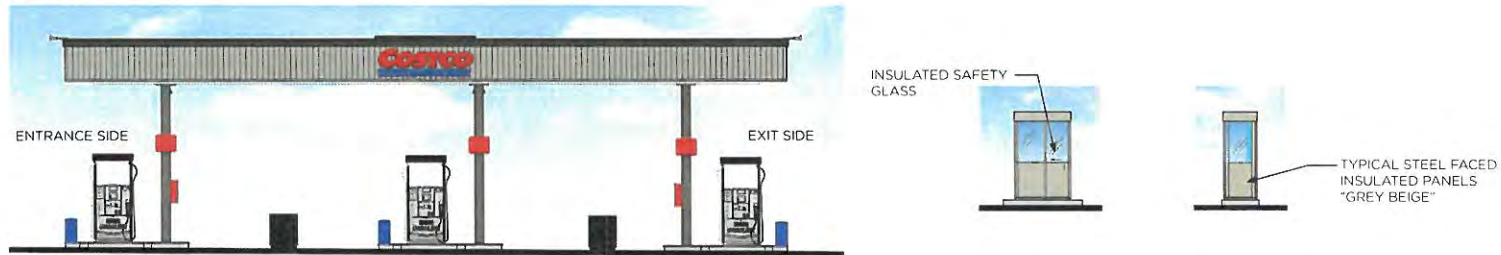
SOUTHEAST PERSPECTIVE

COSTCO
WHOLESALE

J - 2 - 18



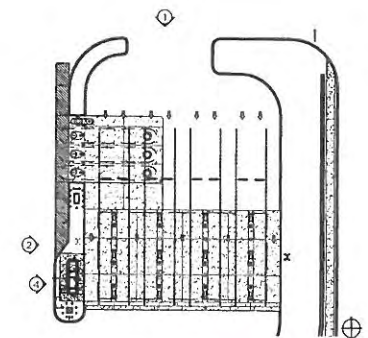
① CANOPY AND DISPENSER ISLANDS
SCALE: 1/8" = 1'

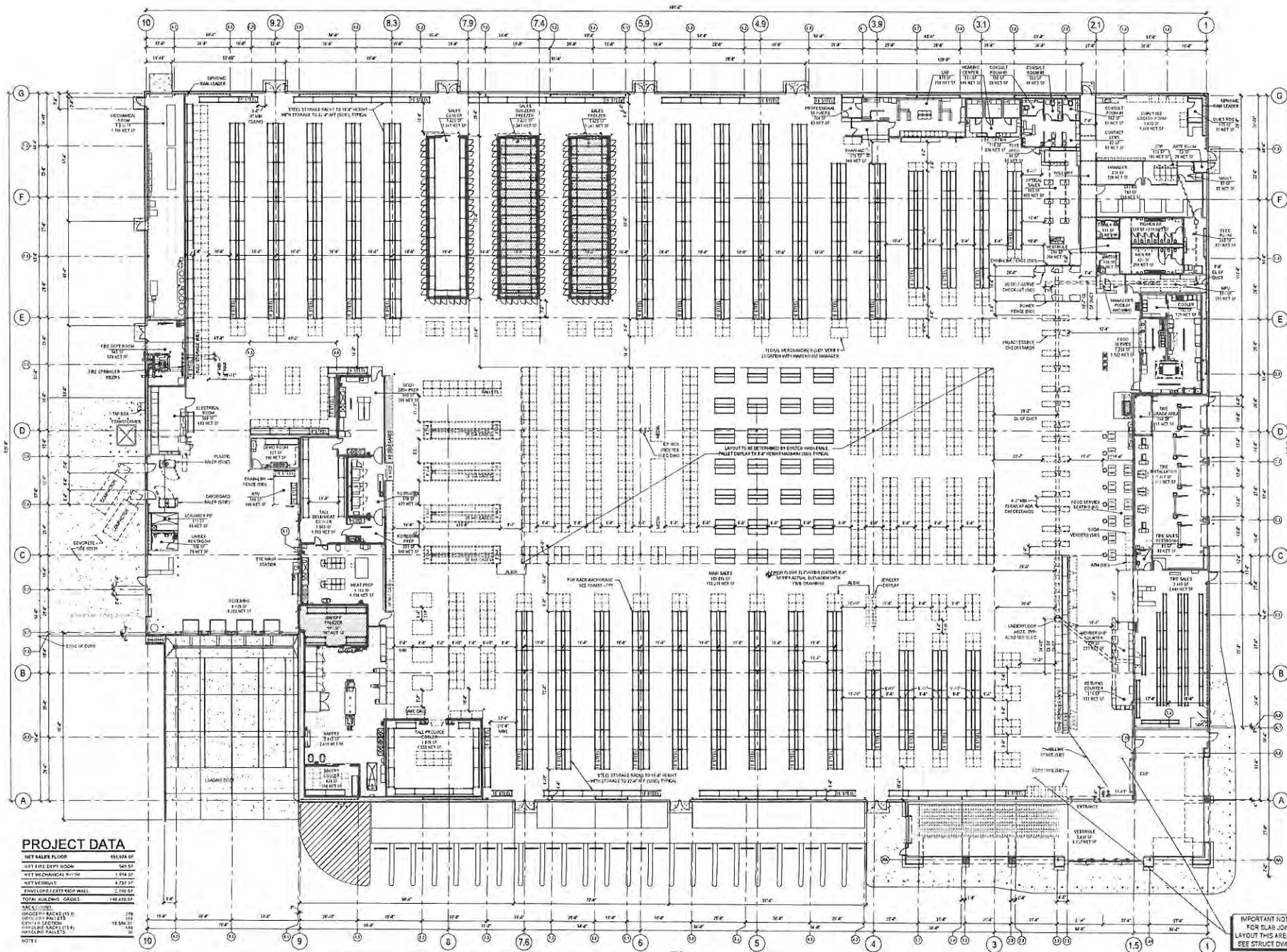


② CANOPY AND DISPENSER ISLANDS
SCALE: 1/8" = 1'



④ CONTROLLER ENCLOSURE W/ RESTROOM EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'





PROJECT DATA

NET BASE FLOOR	163,974 SF
NET FIRE DEPT. ROOM	543 SF
NET MECHANICAL R/V	1,974 SF
NET VESTIBULE	4,732 SF
MINIMUM CLEARANCE	20'-0"
TOTAL BUILDING GROSS	170,223 SF

SCALE: 1/8" = 1'-0"
 CHECKED BY: [Signature]
 DATE: 10/20/2020

NOTES:

1. SEE STRUCTURAL DRAWINGS FOR DETAILS.

2. SEE MECHANICAL DRAWINGS FOR DETAILS.

3. SEE ELECTRICAL DRAWINGS FOR DETAILS.

4. SEE PLUMBING DRAWINGS FOR DETAILS.

5. SEE FIRE PROTECTION DRAWINGS FOR DETAILS.

6. SEE LANDSCAPE ARCHITECTURE DRAWINGS FOR DETAILS.

7. SEE CIVIL ENGINEERING DRAWINGS FOR DETAILS.

8. SEE TRAFFIC ENGINEERING DRAWINGS FOR DETAILS.

9. SEE ENVIRONMENTAL ENGINEERING DRAWINGS FOR DETAILS.

10. SEE ALL OTHER DRAWINGS FOR DETAILS.

COSTCO WHOLESALE

UNIVERSITY CITY, MISSOURI

CONCEPT FLOOR PLAN

OCTOBER 20, 2020

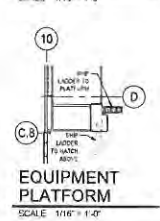
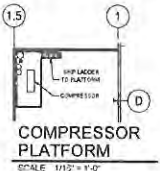
APPROVED BY:

PRESIDENT DATE

EXECUTIVE VP DATE

SENIOR VP DATE

REGIONAL VP DATE



COSTCO WHOLESALE
UNIVERSITY CITY, MO



OCTOBER 20, 2020

CONCEPT FLOOR PLAN

JD-2-20
DD21-04

10/20/2020

10/20/2020

10/20/2020

10/20/2020

10/20/2020

10/20/2020

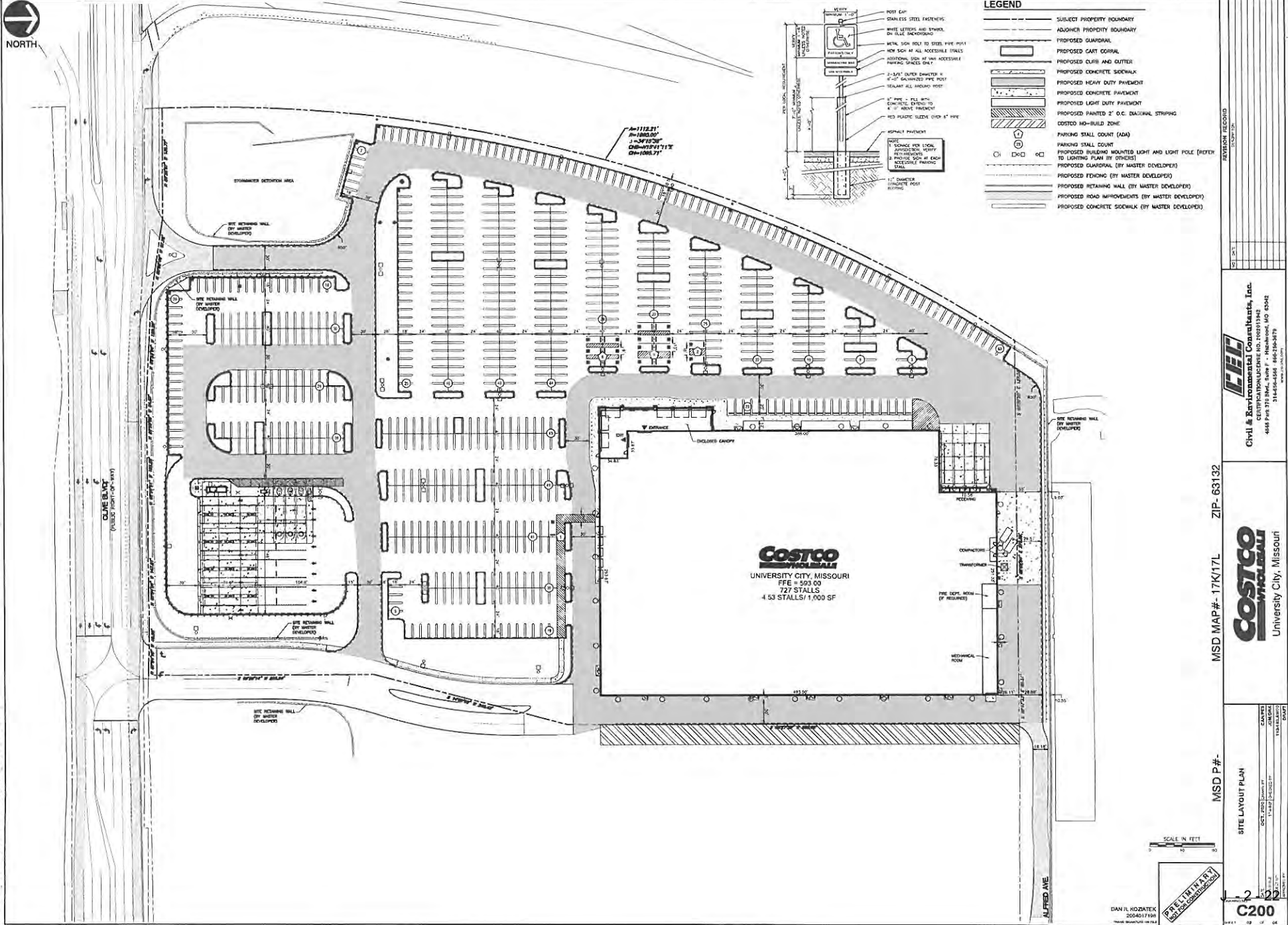
IMPORTANT NOTE
FOR SLAB JOINT
LAYOUT THIS AREA
SEE STRUCT DRAWINGS

1101 SECOND AVENUE, SUITE 100
SEATTLE, WASHINGTON 98101
CONTACT: RISA YUKI
(206) 962-6500
(206) 962-6630 (direct)
Risa.Yuki@mcg.com

101 09 08



NORTH



LEGEND

- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- PROPOSED GUARDRAIL
- PROPOSED CART CORRAL
- PROPOSED CURB AND GUTTER
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED LIGHT DUTY PAVEMENT
- PROPOSED PAINTED 2" O.C. DIAGONAL STRIPING
- EXISTING NO-BUILD ZONE
- PARKING STALL COUNT (ADA)
- PARKING STALL COUNT
- PROPOSED BUILDING MOUNTED LIGHT AND LIGHT POLE (REFER TO LIGHTING PLAN BY OTHERS)
- PROPOSED GUARDRAIL (BY MASTER DEVELOPER)
- PROPOSED FENCING (BY MASTER DEVELOPER)
- PROPOSED RETAINING WALL (BY MASTER DEVELOPER)
- PROPOSED ROAD IMPROVEMENTS (BY MASTER DEVELOPER)
- PROPOSED CONCRETE SIDEWALK (BY MASTER DEVELOPER)

CEE
Civil & Environmental Consultants, Inc.
4445 Park 375 Blvd., Suite 7 - Richmond, MO 63042
314-636-1444 866-266-8879
www.ceeinc.com

Costco
UNIVERSITY CITY, MISSOURI

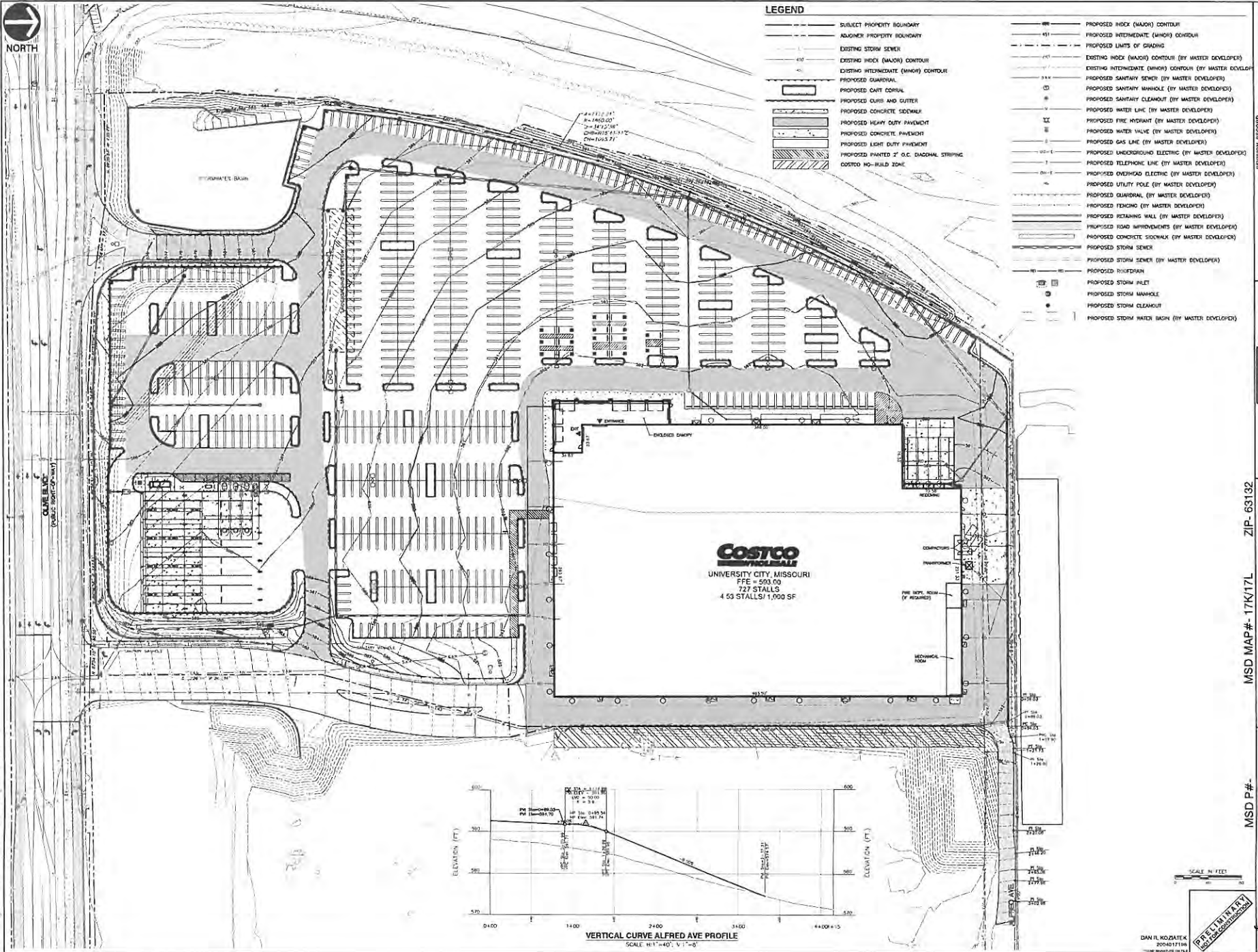
SITE LAYOUT PLAN

DATE: 08/11/2010
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

C200



NORTH



LEGEND

- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING STORM SEWER
- EXISTING INDEX (MAJOR) CONTOUR
- EXISTING INTERMEDIATE (MINOR) CONTOUR
- PROPOSED GUARDRAIL
- PROPOSED CURB CORNER
- PROPOSED CURB AND GUTTER
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED LIGHT DUTY PAVEMENT
- PROPOSED PAINTED 2' O.C. DIAGONAL STRIPING
- COSTCO NO-BUILD ZONE
- PROPOSED INDEX (MAJOR) CONTOUR
- PROPOSED INTERMEDIATE (MINOR) CONTOUR
- PROPOSED LIMITS OF GRADING
- EXISTING INDEX (MAJOR) CONTOUR (BY MASTER DEVELOPER)
- EXISTING INTERMEDIATE (MINOR) CONTOUR (BY MASTER DEVELOPER)
- PROPOSED SANITARY SEWER (BY MASTER DEVELOPER)
- PROPOSED SANITARY MANHOLE (BY MASTER DEVELOPER)
- PROPOSED SANITARY CLEANOUT (BY MASTER DEVELOPER)
- PROPOSED WATER LINE (BY MASTER DEVELOPER)
- PROPOSED FIRE HYDRANT (BY MASTER DEVELOPER)
- PROPOSED WATER VALVE (BY MASTER DEVELOPER)
- PROPOSED GAS LINE (BY MASTER DEVELOPER)
- PROPOSED UNDERGROUND ELECTRIC (BY MASTER DEVELOPER)
- PROPOSED TELEPHONE LINE (BY MASTER DEVELOPER)
- PROPOSED OVERHEAD ELECTRIC (BY MASTER DEVELOPER)
- PROPOSED UTILITY POLE (BY MASTER DEVELOPER)
- PROPOSED GUARDRAIL (BY MASTER DEVELOPER)
- PROPOSED RETAINING WALL (BY MASTER DEVELOPER)
- PROPOSED ROAD IMPROVEMENTS (BY MASTER DEVELOPER)
- PROPOSED CONCRETE SIDEWALK (BY MASTER DEVELOPER)
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER (BY MASTER DEVELOPER)
- PROPOSED ROOF DRAIN
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- PROPOSED STORM CLEANOUT
- PROPOSED STORM WATER BASIN (BY MASTER DEVELOPER)

MSD MAP# 17K17L ZIP 63132

MSD P#-

GRADING PLAN

DATE: 03/15/18

SCALE: 1"=40'

PRELIMINARY

DAN IL KOZATEK

200401718

C300

Costco Wholesale

University City, Missouri

CEE

Civil & Environmental Engineers, Inc.

4441 Pave 171 Blvd., Suite 100 - Hazelwood, MO 63042

314-586-1866 866-360-9779

INTERSTATE 170

ON RAMP TO I-170

STATE ST & MONROE ST

OLIVE BLVD

ALFRED AVE (40'W)

ALFRED AVENUE

WOODSON RD

COSTCO
WHOLESALE

COSTCO PROPERTY

SITE PLAN

INTERSTATE 170

ON RAMP TO I-170

COSTCO
WHOLESALE

OLIVE BLVD

ALFRED AVENUE

WOODSON RD

KEY

- STORM SEWER
- - - - - TEMPORARY SEDIMENT BASIN
- - - - - WATER*
- (SAN) —— (SAN) —— SANITARY SEWER
- OE —— OE —— OVERHEAD ELECTRICAL
- UE —— UE —— UNDERGROUND ELECTRICAL
- G —— G —— GAS
- - - - - UNDERGROUND TELEPHONE

* WATER COMPLETE 11.12.21

UTILITIES AT TURNOVER



ALFRED AVENUE
(GRADE TRANSITION TO
MEET NEW COSTCO
ESTABLISHED GRADES)

INTERSTATE 170

ON RAMP TO I-170

RETAINING
WALL

COSTCO
WHOLESALE

DEMO AND HAUL OFF ALL
ABOVE AND BELOW GROUND
STRUCTURES AND UTILITIES
(INCLUDES DISCONNECTS
AND UTILITY CAPS).
MASS GRADE TO INTERIM
GRADING PLAN.


RETAINING WALLS

ALFRED
AVENUE

WOODSON RD

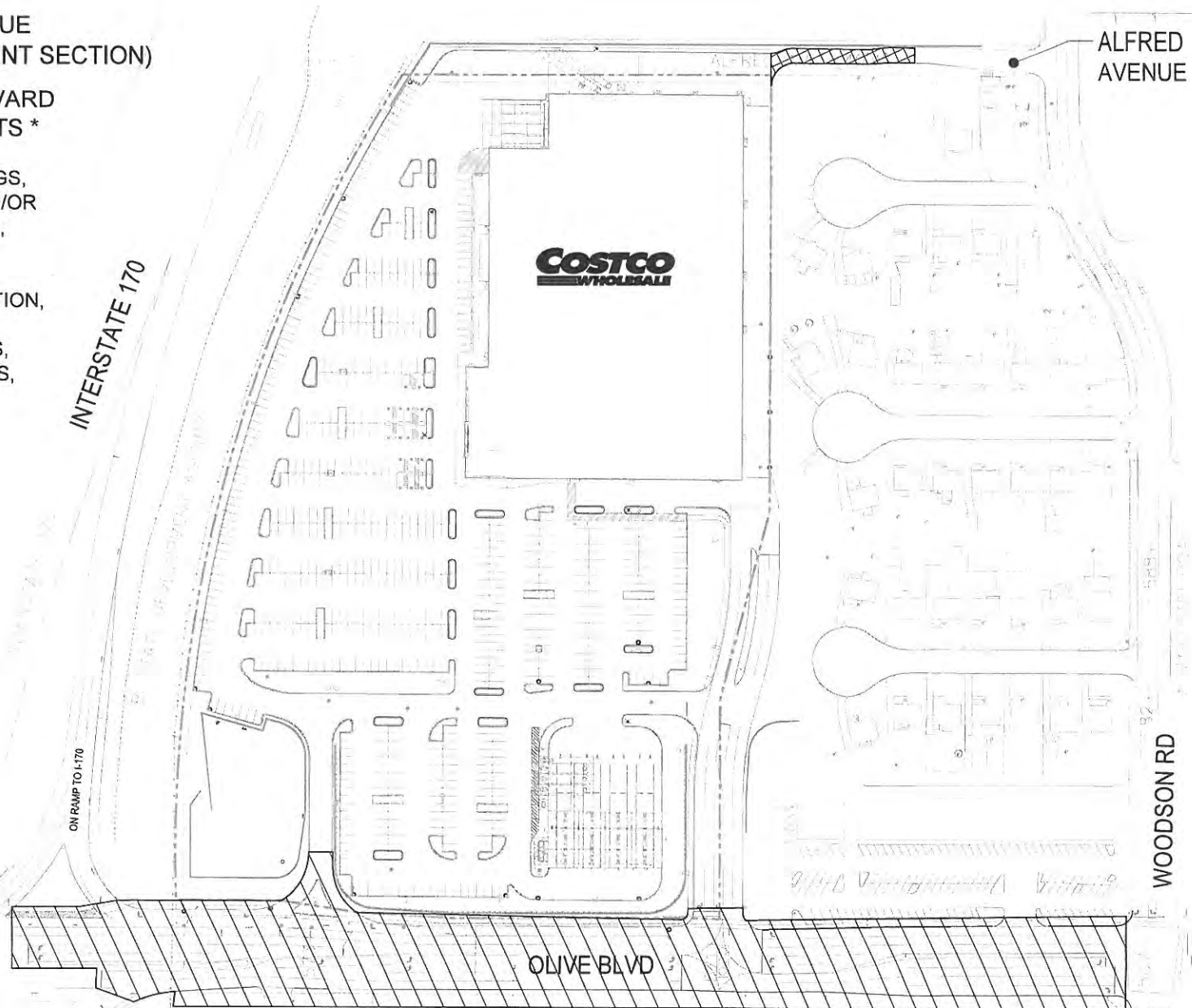
OLIVE BLVD

GRADING AT TURNOVER

 ALFRED AVENUE
(NEW PAVEMENT SECTION)

 OLIVE BOULEVARD
IMPROVEMENTS *

* EXTENSIONS AND WIDENINGS,
TURN LANES, MEDIANS AND/OR
CUTS IN EXISTING MEDIANS,
DECELERATION LANES,
TRAFFIC SIGNALIZATION,
STREET LIGHTING, DEMOLITION,
GRADING, HAUL OFF,
STABILIZATION, DRIVEWAYS,
PAVEMENT SECTION, CURBS,
GUTTERS, SIDEWALKS,
CROSSWALKS, SEWERS,
STORM DRAINS, UTILITIES,
SIGNAGE, STRIPING AND
LANDSCAPING.



OFF-SITE IMPROVEMENTS



Council Agenda Item Cover

MEETING DATE: March 22, 2021

AGENDA ITEM TITLE: A Resolution Extending the Date for the Developer to Acquire Property Within the North Phase Anchor Site Portion of Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Project Area 1

AGENDA SECTION: New Business - Resolutions

CAN THIS ITEM BE RESCHEDULED? No

PREPARED/SUBMITTED BY: City Manager Gregory Rose

BACKGROUND REVIEW:

The City entered into a Redevelopment Agreement with U. City, L.L.C. and U. City TIF Corporation (collectively, the "Developer") on June 13, 2019, in connection with the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (see Ordinance No. 7108). The Redevelopment Agreement was amended on June 29, 2020, when the City and Developer entered into a First Amendment to Redevelopment Agreement (see Ordinance No. 7126).

The Redevelopment Agreement, as amended, provides that failure of the Developer to acquire title or valid enforceable options to acquire title to the property or request that the City initiate condemnation proceedings for the property within the North Phase Anchor site portion of Redevelopment Project Area 1 on or before January 5, 2021, will result in the automatic termination of the Redevelopment Agreement, provided, however, that the City Council may, in its sole discretion, extend such date by resolution (see Section 3.1(b)).

The Developer has informed the City that the Developer intends to acquire title to all property within the North Phase Anchor site on or about March 29, 2021. The Developer has requested the City Council to extend the date in Section 3.1(b) from January 5, 2021 to April 28, 2021 so as to allow an extra thirty days for minor delays associated with closing that may be necessary.

RECOMMENDATION:

RECOMMENDATION:
City Manager recommends approval.

ATTACHMENTS:

1. Resolution 2021-4

RESOLUTION 2021-4

A RESOLUTION EXTENDING THE DATE FOR THE DEVELOPER TO ACQUIRE PROPERTY WITHIN THE NORTH PHASE ANCHOR SITE PORTION OF OLIVE BOULEVARD COMMERCIAL CORRIDOR AND RESIDENTIAL CONSERVATION REDEVELOPMENT PROJECT AREA 1

WHEREAS, on June 13, 2019, the City entered into a Redevelopment Agreement with U. City, L.L.C. and U. City TIF Corporation (collectively, the "Developer") in connection with the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan (see Ordinance No. 7108); and

WHEREAS, on June 29, 2020, the City and Developer entered into a First Amendment to Redevelopment Agreement (see Ordinance No. 7126); and

WHEREAS, Section 3.1(b) of the Redevelopment Agreement, as amended, provides that failure of the Developer to acquire title or valid enforceable options to acquire title to the property or request that the City initiate condemnation proceedings for the property within the North Phase Anchor site portion of Redevelopment Project Area 1 on or before January 5, 2021, will result in the automatic termination of the Redevelopment Agreement, provided, however, that the City Council may, in its sole discretion, extend such date by resolution; and

WHEREAS, the Developer has informed the City that the Developer intends to acquire title to all property within the North Phase Anchor site on or about March 29, 2021; and

WHEREAS, the Developer has requested the City Council to extend the date in Section 3.1(b) from January 5, 2021 to April 28, 2021 so as to allow an extra thirty days for minor delays associated with closing that may be necessary; and

WHEREAS, the City Council is willing to grant the Developer's request.

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

With respect to the Redevelopment Agreement, as amended, between the City and Developer in connection with the Olive Boulevard Commercial Corridor and Residential Conservation Redevelopment Plan, the City Council hereby extends the date in Section 3.1(b) for the Developer to acquire title or valid enforceable options to acquire title to the property or request that the City initiate condemnation proceedings for the property within the North Phase Anchor site portion of Redevelopment Project Area 1, from January 5, 2021 to April 28, 2021

ADOPTED this 22nd day of March, 2021.

Terry Crow, Mayor

ATTEST:

LaRette Reese, City Clerk