

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

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 McMahan.

Roll Call Vote Was:

Ayes: Councilmember Cusick, Councilmember Smotherson, Councilmember Clay, Councilmember Klein, Councilmember McMahan, 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.

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



PARTICIPANT LIABILITY WAIVER

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

ASSUMPTION OF RISK

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

CORONAVIRUS/COVID -19 WARNING DISCLAIMER, AND CUSTOMER WARRANT

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

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

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

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

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

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

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

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.

CORONAVIRUS/COVID -19 WARNING DISCLAIMER, AND CUSTOMER WARRANT

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

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

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

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

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

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

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

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 or 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: Jason P. Melure

Date: 3/7/21

City of Olivette Representative

Date:

DEPARTMENT OF COMMUNITY DEVELOPMENT – RECREATION DIVISION ATHLETIC FIELD RESERVATION FORM

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- 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
Home Phone		Cell Phone
		Email Address
Zip Code		

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

Signature _____ Date _____



















