

# **NOTICE**

## **Park Commission**

**CHANGE OF MEETING  
LOCATION TO  
CENTENNIAL  
COMMONS**

---



**PARKS COMMISSION**  
**Centennial Commons Board Room**  
**7210 Olive BLVD**

**Tuesday, April 16, 2024**  
**6:30 p.m.**

**AGENDA**

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. APPROVAL OF MINUTES**

- 1) February 2024
- 2) March 2024

**E. CITIZEN PARTICIPATION**

**F. DEPARTMENT REPORT**

- 1) FEMA Rehabilitation Update
- 2) Director Recruitment Update
- 3) QR Code Project
- 4) Budget/Golf Fund Discussion

**G. COUNCIL LIAISON REPORT**

**H. COMMISSION MEMBERS PARK INSPECTIONS REPORT**

**I. UNFINISHED BUSINESS**

- 1) Pool Pass Information and Discussion
- 2) Pavilion Policy
- 3) Discussion of Commission Rules
- 4) Affiliate

**J. NEW BUSINESS**

- 1) Discussion of Bylaws
- 2) Affiliate Organization Information and Discussion
- 3) Overall Facility Use Policies for Discussion

**K. COMMISSION COMMENTS**

**L. ADJOURNMENT**

**PARK COMMISSION  
CITY OF UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI  
MINUTES OF THE MEETING OF THE  
TUESDAY, February 13, 2024**

**Agenda Item #1: Call Meeting to Order**

Park Commission President, James Wilke

**Agenda Item #2: Roll Call**

Those in attendance included James Wilke, Amy Gascon, Lisa Hummel, Patrick Fox, Su Schmalz, Darin Girdler, Todd Strubhart, Lynda Euell-Taylor

**Agenda Item #3: Approval of the Agenda**

The motion was made to approve the Agenda by Su Schmalz, Patrick Fox second, all approved

**Agenda Item #4: Approval of Minutes**

January 16, 2024; Millar for story walk

add: Su Schmalz wanted her comment pertaining to the pool opening of members only verses general public, inclusive, positively received

Department Report: About tabling the Police Department was due to the failure of them not showing up with the amendments mentioned about, a motion to approve the January 2024 minute was made, it was second, all approved

**Agenda Item #5: Election of Officers:**

James Wilke nominated himself as Commission Chair for the next calendar year. James Wilke made the motion for himself to be the President, it was second, all approved.

James Wilke nominated Patrick Fox for Vice President. James Wilke made the motion for Patrick for Vice President, it was second, all approved.

Su Schmalz brought up the issue that Lisa Hummel used to do the minutes in the past for the commission. With Darin Girdler so busy, should a secretary be elected? It was stated that in the current governing document it is not set up.

**Agenda Item #6: Citizen Comments**

Speaker? Greensfelder Park seen plans from 2022. Darin Girdler stated Darren Dunkle, past Parks Director, shared with him that the project never gathered enough steam to move forward. Darin Girdler is hoping to use CBG Funds, St. Louis County Grant, to pave Greensfelder's parking lot. There are plans to talk with the church to partner with paving the whole area. The parking lot is half the City's and half the churches. Darin Girdler stated that he has not seen any plans for development of Greensfelder in the next five-year plans. She is on the Greens Practice Committee. They are looking to do a mini forest. Jacob Kaiser, Forestry Supervisor, suggested Greensfelder Park because there is open land, and it floods frequently. It was stated that this park flood often and that seemed the reason no plans moved forward.

13:40

Kevin Taylor: documents, handout, that the Park Commission should look at utilizing; stated he cannot get the packet from the website. Stated the importance of the commission minutes should be detailed

and documents needs to be attached. Give documents about audits, to record a history, by-laws (the commission should be following)

James Wilke stated want documents were submitted by Kevin Taylor: marked up/edits that were done By-Laws, conflict of interest policy, proposed park reviews, charts completed during park inspections, Ruth Park Golf Course financial operations for 2015-2017; Ruth Park Golf Course: enterprise fund? Where does it stand?

### **Agenda Item #7: Department Report**

FEMA update packet released last week, pre-bid meeting scheduled for Thursday, opening bids March 19<sup>th</sup>, includes Centennial Commons as primary and the Heman Park Community Center complex as secondary. James Wilke asked where the bid had been posted, because it still wasn't on the website. Darin stated that the posting should be up on the website now.

Director search: bad news- the candidate rejected the offer, partly due to the retirement package. Darin doesn't know if the headhunter company has received any additional applicants. He will get more information from Mr. Rose.

James Wilke announced that Lynda Euell-Taylor has brought a Senior Lunch Learn: Sharing the information about the Senior Commission working the Library and Aging Ahead to do Senior Lunch and Learn program starting in April for our area seniors. Lynda will email to the commission members the corrected flyer.

Holding the second Laughter, Lunch and Bingo in March. The Red Heart was a success with about 70 women and a couple of men. Classes are starting up again. Putting a call out for class instructors. Planning a Mother's Day event the Friday before Mother's Day.

### **Agenda Item #8: Council Report**

None.

### **Agenda Item #9: Parks Reports**

Kaufman Park: one of the new barriers, in the parking lot, has been broken, by 82<sup>nd</sup> Street by the school, split down the middle.

Heman Park: the wood post around the parking areas needs replaced, do we have plans for grass seed at Heman Park at all this season? Areas around the pavilions by the tennis courts. Baseball fields look nice for play this summer.

Amy Gascon: More lighting in the parks around the trails.

Forgery Park: beautiful lighting, great plan to follow, park looks great

Millar Park: has beautiful lighting as well

Ruth Park & Ruth Park Woods: they're clearing areas around the 2<sup>nd</sup> & 3<sup>rd</sup> holes, the memorial bench is permanently on the ground now, it looks good on the ground.

Su Schmalz: People talking about the summer camps being cancelled. Lynda Euell-Taylor stated she doesn't understand were someone seen it posted or read that the summer camps were cancelled because there haven't been summer camps since 2020. There were no plans on holding summer camps because they would use the gym and soccer area. These areas are not accessible for camps.

Shelley Welsch Park: bench in the park next to it is a metal pole, it seems like a trash can was attached to it but not it is gone.

Lewis Park: MSD doing some surveying work.

Flynn Park: requesting an additional trash can next to the pavilion.

Dog Park: the code has been changed, notice many dog owners asking what the new code is when they can't get in, curious to know how many people are signed up at the dog park.

### Agenda Item #10: Unfinished Business

None

### Agenda Item #11: New Business

- 1) University City Police Department, Capt. Lemons, in attendance  
James Wilke: noticed the City Manager had taken a proposal to the City Council to install additional camera in the parks. Why was the Park Commission by-passed on this request? It does affect the use of the parks and the parks itself.  
Capt. Lemons: cameras were approved as a capital improvement, as a security initiative; no change to regulations, policies, administration, rules, or any of the parks, the Police Department didn't see the need to bring this to the Parks Commission.  
James Wilke: asking since the cameras are permanent fixture, it would seem the need for community input: where are they going, or how many and the reasoning behind putting the additional cameras in the parks.  
Capt. Lemons: There are cameras in Heman Park and one facing at Fogerty Park. Cameras are not permanent structures because they can be removed. The Police Department has been asked for safer parks. To give information on how many or where the cameras are placed would be giving out strategic information. Putting the camera in un-invasive locations.  
James Wilke: concerns of privacy in the public parks, balancing privacy and safety  
Capt. Lemons: there is not expectation of privacy in the park, helping to respond to crime faster, focusing on where the crime is happening and even helping identify the perpetrator. Is anyone not in favor with having cameras in the Parks?  
**\*Male?:** I disagree that there is no expectation of privacy in the park, has to do with over monitoring, do understand the security, is this monitoring happening at all the parks?  
Capt. Lemons: the Police Department doesn't want to over monitor, they are responding to the areas that have crime reported and trying to deter criminal activity, they don't want to waste resources by placing cameras in areas that aren't needed, cameras have been in Heman Park since 2008, focusing on deterring criminal activity.  
**\*Female?:** Not being able to see the cameras seems like I should have the expectation of privacy in the park, if you don't know that the cameras are there the deterring factor isn't there,  
Capt. Lemons: not trying to infringe on anyone's rights, wanting to make sure everyone is safe.  
James Wilke: We would like to know from your collected data, what does the crime look like in our city parks? The commission doesn't want to make the decisions but would like to know what is being considered for the parks.  
Lynda Euell-Taylor: explaining that putting additional camera was not new but adding to what was already there, Police Department not knowing that asking for the additional camera would need to be brought to the Parks Commission even on an Informational Basis.  
**\*Male?:** Mentioned about the Park closure last summer  
Patrick Fox: Sunday, August 6, 2023, Park Closed: didn't know why the park was closed, tell us what transpired and reasoning on closing the park:  
Capt. Lemons: the only reason the Police Department would ever close a park would be because of an emergency situation, the Police Department had to call in outside agencies to help clear the park due to the criminal activity happening inside the park,  
Patrick Fox: He knows the incident that Capt. Lemons is referring to, but it is not the date that the question is posed to. There was no Police Officer at the entrance.  
Capt. Lemons: stated he will have to look into this date, he will come back with it  
**\*Female?:** When a park is closed for an emergency, how do you go about do it? Are you posted at the park to let people know it's close? How is the process?  
Capt. Lemons: It depends on the park, but it would take strong police presents to close a park.
- 2) St. Louis City SC – Adam Brown  
October 2022, director of children's programs, 100+ kids per locations, asking to waive the usage fees,

none of the other locations charge their usage fees for the fields, like to stay here but isn't fair to the other locations if fees are paid in U. City, minutes from the September 2022 meeting support of the program, open to the public, 35 University City families–Fall 2022, 167 University City families signed up for the program, successfully location for the program,

James Wilke: asking if the Commission is in support of waiving the usage fee for the free program. If the Commission, approves then a recommendation will be made to the City Council.

Amy Gascon: how much is the rental fee?

James Wilke: asking if the fees are waived, will University City residents be given priority?

Adam Brown: the registration is open to everyone, cannot make special conditions.

Amy Gascon: asked if the fee is not waived, is the plan to leave the University City area?

Adam Brown: cannot guarantee, Ferguson has waived the fees from the beginning, wants to stay but to be fair with the other locations.

Lynda Euell-Taylor: this is a corporation not a 501c, I run Redbird Rockies

James Wilke: does anyone want to make a motion to take a recommendation to the City Council to allow the St. Louis SC to use the soccer fields for free? The motion is to recommends to City Council to allow St. Louis SC to run a program for free for our youth as a no cost to them to utilize our fields for 2024 calendar year., it was second, motion passes with 3-1

Adam Brown: asking about placing a trailer storage with equipment during the program session.

James Wilke: has concerns because of the water issue, with the new pool addition it is unknown how the water will run off. There is a trailer stored during the football season. Lynda stated that group is an affiliate of the city.

### 3) Maryland Terrace Right-of-way – Conversion to a Park Tabling

#### **Agenda Item #11: Commission Comments**

Patrick Fox: Went to the Ward 3 Housing and Revitalization Task Force; rendering done to use some TIF proceeds develop Container Café in Rabe Park, encourage business development. City Council meeting last week, Centennial Commons not being up, Darin Girdler

Su Schmalz:

1)When does the water get turned back on for the Ackert Park splash pad? By May 15? Flynn Park is planning a family gathering the weekend of May 18/19. What is the protocol for doing this in a park?

Lynda Euell-Taylor: they need to contact her for a Park Reservation

2)Heard the Community Center is being utilized for community events, is that just for the city's community event or are we renting it out?

Lynda Euell-Taylor: we are not renting it out, it is for city and city affiliates organizations only.

Su: when do we foresee renting this location out?

Lynda: on or by July 1

**Female?:** why so far off?

Lynda: there is still staff housed here, the kitchen is off limits, and I don't have the staff to cover the facility

**Female?:** can we put on next months agenda membership at Ruth Park and the pool?

Su Schmalz: for next months agenda: would like a list of the affiliate organizations, how they became an affiliate organization and how do we get new organizations added to the list?

James Wilke: asking everyone to start looking over the By-Laws so we can start discussing them.

#### **Agenda Item #12: Adjournment**

James Wilke: asked if there was a motion to adjourn the meeting, a motion was made, it was second, and all approved

## Parks Commission Meeting

March 19, 2024

Call to order 6:31pm

James, Darin, Lynda, Amy, Todd, Patrick, Josh, Steve, Lisa (joined a few minutes late)

Josh approve agenda, Patrick seconded approval, all in approval – move New Business #6 to be New Business #1

### **Department Report**

1. FEMA Rehabilitation – bid packet opened today, 4 bidder, high bidder \$417k and low bidder \$X. Plan to submit to council on 4/8, Cent Com is the priority for completion first
2. Director Recruitment new round of applicantes due X
3. Summer Camp Presentation to Council – sharing here with us for information but not shared with Park Commission before went to Council, short turn around on request from City Manager to present to Council. Focusing on 2025 as the target for doing summer camp again. Lynda hired 38 years ago to run summer camp, over the 12 years of doing it, it expanded from 4 to 7 sites, but in 2016 through 2019 the enrollment was declining. Add to August/September timeframe to discuss with park commission

### **Citizen Comment**

Kevin Taylor - When will he be able to comment throughout the meeting? Consideration given to change the benches at Millar Park so they are amendable to citizens to come watch the baseball games

Review our policies on the books

Budget time – the commission should be reviewing budget

Want to see a written recap of expenditures for Jack Buck, Millar Park for FEMA spending

Ruth Park enterprise fund – where is the money, how much is it, how is it being used (maintenance of driving range)

The commission is not racially diverse, need to look at things with a little bit more racial equity and a racial equity lens

XXX – looking to have a skatepark, scootering, biking, rollerblading. The nearest outdoor skate park is in Maplewood. Currently take transit to Maplewood, but have to skate to Clayton to get train to Maplewood. More attention to repaving some of the streets, sidewalks, because it's hard to skate on them. Maplewood park is only 1000 sq ft, would like U City to have a bigger one

### **Council Liaison Report**

Steve spoke to summer camp update requested from council, reiterating what Lynda and Darin shared. Also indicated that Council is fully supportive of getting Cent Com reopened and improved

as can be to get citizens back into Cent Com, appreciate seeing the updates via social media and email as the steps are being taken to get Cent Com updated

### **Commission Member Park Inspections Report**

Rabe Park – had story walk up, probably need to be secured better as they seemed to be thrown around from a recent storm. Lisa fixed but needs to be more secure

Millar Park – ground around path seems more secure, rubber mat under swings needs some attention, under pull up bars it gets very muddy so put woodchips or something under them if possible

Ruth Park - lots of work over there with invasives, you can hike more places now

Lewis Park – stone around pond needs attention and center fountain not working

Dog Park – code has been changed so eliminating some of the people that aren't renewing. Consider doing more frequent code changing

Heman Park – wash out by basketball courts, need to do something to stabilize that area

### **New Business**

#### **QR Codes for Reference in Parks**

Blane Summerson – simple suggestion and hoping to get commission members to approve to go to Council. Would like us to approve adding QR codes to all the park signs can scan the QR code and get into the U City website. To explain who Shelly Welsch is, who is Joe Adams.

James - We would need a sense of how much work and cost to implement, who will write the copy for the website. Need to figure out cost of project so we can assess a potential funding source

Add to unfinished business for next meeting

#### **Storybook Walk Request**

Angela Sears-Spittal, Executive Director with Ready Readers, serve 500 children in U City at various childcare centers. Third year doing a story walk and reaching out to see if Park Commission would be interested place in Heman Park. Put signs up end of April and Park Department disposes of it when we would like. Placement of signs would defer to Park Department. Lisa motioned and Josh seconded to approve to the Park Department to work with Ready Readers to get signs placed

#### **Heman Park Passes**

Obtain a non-resident ID card and pay daily fee or obtain a non-resident season pass. To track who the person is we need an ID card for safety.

Kevin Taylor – Should be able to comment on other agenda items because he has an opinion on it, we need to know who is in that pool.

Add to unfinished business for next meeting

#### **Maryland Terrace Right of Way**



If they no longer want to maintain it, the city will take back the mowing of the land. But if they want it maintained to their current level, they need to keep maintaining it themselves

### **Park Pavilion Use Policy**

The updated version was not provided with the packet. Provide the right version of the document to review at the next meeting. Add to unfinished business for next meeting

### **Food Trucks for City Sponsored Events**

Planning a pre-opening event for the pool, face painting for kids, give aways, food trucks. Strong encouragement.

### **Commission Comments**

Request to send around the By Laws, Patrick will send around and add to next meeting agenda

Future agenda items: Enterprise fund/golf course, Budget review for FY25, Policies list, discussion of affiliate organizations

Patrick motion to adjourn Lisa second at 8:14

---

Ackert Park/ Greenway South – James Wilke

Centennial Commons – Patrick Fox

Eastgate Park

Flynn Park – Josh Winstral

Forgerty Park – Su Schmalz

Greensfelder Park

Heman Park – James Wilke

Kaufman Park – Su Schmalz

Shelly Welsch Park - Amy Gascon

Lewis Park – Amy Gascon

Janet Majerus Park – Josh Winstral

Metcalfe Park – Josh Winstral

Millar Park – Lisa Hummel

Mona Trail – James Wilke

Mooney Park - Amy Gascon

Joseph Adams Park – Patrick Fox

Rabe Park – Lisa Hummel

Ruth Park Woods – Lisa Hummel

Ruth Park Golf Course – Su Schmalz

U City Dog Park – Patrick Fox



University City  
Parks, Recreation and Forestry



<b>MANAGEMENT POLICIES AND PROCEDURES</b>	
<b>Identification Cards</b>	<b>Number: 005</b>
<b>Approved By:</b> <b>Park Commission</b>	<b>Effective Date: May 1, 2004</b>
<b>Page 1 of 2</b>	

**I. PURPOSE**

To clarify the necessity for identification to department facilities and programs by residents and or non-residents

**II. REVISION HISTORY**

May 1, 2004 – Adopted  
July 24, 2007

**III. REFERENCES**

Fees and Charges Policy 001  
Discipline Policy 017

**IV. PERSONS AFFECTED**

Department Staff, residents and non-residents who are specifically allowed an identification card.

**V. POLICY**

- A. Identification cards are issued by the ~~city~~ **City** to prove payment of fees for admittance, admittance to certain programs, and to determine residency.
- B. Residents may receive a general residency photo identification card to receive resident daily rates at the **Centennial Commons, Ruth Park Golf Course, Heman Park Swimming Pool, as well as** ~~and~~ admission to department functions; such as youth dances, etc.
- C. Residents and non-residents may purchase a swimming pass or a Centennial Commons membership. The department’s automated registration system will establish for each household a database of information and record in the system allowable access to one or more services. Individuals with multiple access features will swipe the card and the system will allow access as long as fees are up to date.
- D. Identification Cards may be revoked for a day, week, month ~~or a year,~~ **year or permanently** if there is a failure to follow the rules.
- E. For facilities such the **Natatorium**, a list of cardholders with active pool access will be kept on site and referred to by staff in allowing admittance.



University City  
Parks, Recreation, and Forestry



<b>MANAGEMENT POLICIES AND PROCEDURES</b>	
<b>Swimming Pool Capacity</b>	<b>Number: 012</b>
<b>Approved By:</b>	<b>Effective Date: May 1, 2004</b>
<b>Park Commission</b>	<b>Page 1 of 1</b>

**I. PURPOSE**

To have a plan when the **Heman Park Swimming Pool** is at capacity

**II. REVISION HISTORY**

April 27, 2004 – approved by Park Commission

**III. REFERENCES**

**IV. PERSONS AFFECTED**

Swimming Pool Staff

**V. POLICY**

- A. Anytime ~~the~~ **Heman Park Swimming Pool** reaches capacity, no additional patrons may be admitted. For each person that leaves the pool one additional patron can be admitted. Priority for admission will be:
  - i. Residents – pass holders
  - ii. Residents – daily admission
  - iii. Non – Residents – pass holders
  - iv. Non – Residents – daily admission
- B. If a family or group is next in line waiting for admission, individuals or smaller groups will not be allowed to gain access to the pool prior to the larger family or group.
- C. Staff will maintain a count of pool patrons entering the facility via the RecTrac system. As the pool nears capacity, the **Pool Manager** will maintain a system to keep track of patrons leaving the pool so that other waiting patrons can be permitted into the pool.

**VI. DEFINITIONS**

None

**VII. RESPONSIBILTIES**

Pool Manager is to maintain the capacity policy

**VIII. PROCEDURES**



University City  
Parks, Recreation and Forestry

<b>MANAGEMENT POLICIES AND PROCEDURES</b>	
<b>SWIMMING POOL RULES AND REGULATIONS</b>	<b>Number: 009</b>
<b>Approved By:</b>	<b>Effective Date: May 1, 2004</b>
<b>Park Commission</b>	<b>Page 1 of 2</b>

**I. PURPOSE**

To establish rules for the health and safety of pool users

**II. REVISION HISTORY**

April 2y, 2004 – Approved by Park Commission

**III. REFERENCES**

These regulations are a combination of University City Parks Department rules and those required by the Department of health

**IV. PERSONS AFFECTED**

**V. POLICY**

**A. General Pool Rules**

- i. Admissions to the pool shall be refused to all patrons having infectious conditions, contagious disease, unhealed abrasions or having his/her body plaster cast and tape or bandages. The Parks Department retains the right to refuse admission.
- ii. All swimmers are required to shower, including rinsing hair, before entering the pool
- iii. No food, drink, gum, or tobacco is allowed in the pool area. Eating and drinking, are only allowed in the concession area. **SMOKING AND ALCHOLIC BEVERAGES ARE NOT ALLOWED IN THE POOL FACILITY.**
- iv. Street shoes are not allowed on the pool deck.
- v. Personal conduct in the pool and bathhouse must be such that the safety of self and others is not jeopardized.
- vi. No rough or boisterous play or running on deck will be allowed
- vii. There will be no socializing with lifeguards while on duty. No one is permitted in the guard chairs, except the lifeguards.
- viii. Persons using abusive language or profanity are subject to ejection
- ix. Swimsuits are required.
- x. Floats, rafts, etc. will be allowed at manager’s discretion

- xi. Hard objects such as frisbees, etc. will NOT BE ALLOWED in the pool.
- xii. Children 12 and under MUST be accompanied by and SUPERVISED by an adult 18 OR OLDER.
- xiii. No diving or flips from the side of the pool
- xiv. **NO DIAPERS are allowed** in the pool. Individuals who would normally wear a diaper and or training pants are **REQUIRED TO WEAR A SWIM DIAPER.** (See front desk for assistance.)

**B. Diving Area Rules**

- i. Swimming across diving area is not permitted
- ii. No diving off the side of the pool or diving board
- iii. Divers will be asked to demonstrate their swimming ability, by swimming one lap of the pool, before being allowed to use the diving area.
- iv. Only one (1) diver may be on the board at a time.
- v. One (1) bounce per dive allowed.
- vi. All divers, after entering the water, are to swim to the ladders for a safe exit from the pool.

**C. Baby Pool Rules**

- i. All children MUST be accompanied and SUPERVISED by an adult 18 OR OLDER.
- ii. No running or rough play allowed in the baby pool
- iii. **NO DIAPERS** allowed in the baby pool. Individuals who would normally wear a diaper and or training pants are **REQUIRED TO WEAR A SWIM DIAPER.** (See front desk for assistance.)
- iv. No foods, drink, gum or tobacco allowed in the baby pool area.
- v. Children 8 or over are NOT allowed in the baby pool area.

**D. Lap Swim**

- i. No swimming in the deep end
- ii. Passes must be shown to guard, or admission paid, before entering the pool
- iii. Please keep swimmers to the right side when swimming laps

The Parks Department reserves the right to modify or add rules when deemed advisable for the protection of the health and safety of its patrons.

All persons who choose to disregard these rules are subject to temporary or permanent ejection.

**VI. DEFINITIONS**

None

**VII. RESPONSIBILITIES**

Pool Manager and pool staff

**VIII. PROCEDURES**

None



## PAVILION RULES AND REGULATIONS

### I. Reservations/Fees/Deposits/Refunds/Cancellations: Todd Strubhart 11/22/23

#### 1. Reservations:

- a) Pavilions are available for rent seven (7) days per week from 8:00 am to ~~10:300~~ pm, with the exception of maintenance and special events, April through October. Please note: Due to temperatures, park restroom facilities will not be available before April 1<sup>st</sup> ~~orand~~ after October 31st. Commented [1]: Align to park closing time.
- b) Reservations are made on a first-come, first-served basis and may be reserved the first business day in January. All reservations must be made at least one (1) week prior to the scheduled date. No oral agreements for use of the Facility shall be valid. Dates will not be “reserved” and reservations are not confirmed until all Agreement documents are completed and signed by the Lessee and received by the Parks and Recreation Department and all appropriate fees have been paid.
- c) Lessee must be twenty-one (21) years of age to rent the Pavilion and must be present and on-site during the entire reservation.
- d) The City of University City through its representatives, agents, and employees may delay, postpone, cancel, or revoke the pavilion reservation at any time if it is determined this pavilion reservation application and/or documents contain any misrepresentation or false statement of the indicated event activity.
- e) Use of Pavilion is non-transferable and no sublet shall be initiated by the Lessee.

#### 2. Fees and Deposits:

- a) Any reservation for which a Rental and Refundable Damage Deposit fee is involved, the Rental fee and Refundable Damage Deposit must be paid in advance of reservation. Additional charges may be assessed for property damages and extended occupancy periods. Lessee shall pay all charges in excess of the Rental fee and Refundable Damage Deposit 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 scheduled Rental 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) of the scheduled Rental date will result in forfeiture of all Rental fees/damage 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 Pavilion 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 the Pavilion.

**2. Pavilion Use:**

- a) Pavilion occupancy is limited to the amount indicated on the Agreement.
- b) **Rental of the Pavilion ONLY includes the exclusive use of the Pavilion. The Rental of the Pavilion DOES NOT include exclusive use of the restrooms, playground(s), athletic fields, ~~sand volleyball courts~~, splash pads, basketball courts, tennis courts, trails, and/or park grounds; nor does it give the Lessee or guest special privileges in any other part of the park.**
- c) **The use of amusement rides, inflatables, bounce houses, petting zoos, pony rides, games, booths, activities, portable barbeque pits, sound systems, bands and/or DJ's etc. ARE PROHIBITED.**
- d) The Pavilion may not be used for the operation of camps, day care, classes, or any other business activity.
- e) No open parties or events are allowed. No admission or other fees may be collected on the premises.
- f) The selling of food and/or beverages (i.e. food trucks) or vendors of any kind **ARE PROHIBITED**.

**Commented [2]:** Understand the removal of sand volleyball courts; don't understand the addition of splash pad as it is within the Heman Pool enclosure and not adjacent or near any picnic pavilion

**Commented [3R2]:** Splash pad at Heman will be enclosed, but the ones at Fogerty and Ackert are not.



- g) Only plug in one (1) item into any one (1) outlet at a time, as the circuit will trip.
- h) Food and **alcoholic** beverages are allowed; with exception of on the splash pads, however, glass bottles or containers **ARE PROHIBITED**.
- i) Lessee will be held responsible for all cleanup/takedown, and all damages to the Pavilion and/or surrounding pavilion areas during the scheduled Rental resulting from their usage.
- j) At no time shall furniture or fixtures be moved, removed or rearranged.
- k) The Lessee is responsible for the clearing off of all tabletops and the taking down of any and all decorations.
- l) Grilling must be confined to dedicated park grills. Hot coals must be cooled or doused with water after use. Disposing of coals on grass, at the base of a tree, **in a trash can**, or at any other location is strictly prohibited and failure to comply will result in loss of damage deposit.
- m) No decorative or other materials shall be nailed, tacked, stapled, screwed to any part of the Pavilion (Structures, picnic tables, trash receptacles, etc.). Any individual/group using the Pavilion agrees to leave the premises in as good of condition as it was prior to their usage.
- n) The use of balloons, glitter and/or confetti **is prohibited**.
- o) All equipment and decorations used in conjunctions with a Rental at the Pavilion must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand-rails, etc. is not allowed. Any equipment needed for the Rental must be provided by the Lessee and/or rented from a private source.
- p) The City shall assume no responsibility for any property placed on or in the Pavilion 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 Pavilion, park facilities and grounds.
- q) Some of the parks have underground irrigation/sprinkler systems and utilities. To protect the irrigation lines and utilities, driving stakes, fence posts, flags, etc. **IS PROHIBITED**.
- r) The placement of equipment (i.e. risers, platforms, tables, chairs, gazebos, arches, alters, speakers, bars, etc.), **IS PROHIBITED** outside of the Pavilion.
- s) 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 is strictly **PROHIBITED**.
- t) The electrical outlets for pavilions are 15-amp circuits and are not suitable for heavy wattage equipment and University City employees **are not available** to reset the electricity if the circuit breaker trips.
- u) Lessee **MUST** have a copy of the permit with them at the time of the scheduled Rental of the Pavilion.

**Commented [4]:** To clarify since these are already prohibited throughout the park

**Commented [5]:** As these are picnic pavilion R&R, why would the splash pad be included. Though R&R have not been established for the splash pad, this indicates food/drink will not be allowed in splash pad area - is that going to be proposed? RD staff strongly disagrees as it would be hard to enforce

**Formatted:** Font: Not Bold

- v) 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 Pavilion, 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 Pavilion 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 ordinances, 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.

Commented [6]: These are all too subjective. Laws and ordinances apply already. Suggest removal.

**4. Liquor Laws:** All state liquor laws and regulations must be followed.

- 5. Laws and Ordinances:** All individuals/groups using the Pavilion shall comply with all laws whether they are federal, state, county and/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 Pavilion shall agree to abide by and conform to all rules and regulations regarding park space 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.

Commented [7]: Police rules and regulations are not publicly available, which makes adherence near impossible.

**6. Lessee's Release and Hold Harmless.** In consideration of being permitted to Rent the Pavilion 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 Pavilion 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 Public Areas Maintenance and his/her designee reserve the right to **refuse** any group the privilege of Renting the Pavilion 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 PAVILION RULES ARE SUBJECT TO THE ~~DISCRETION~~DISCRETION OF THE UNIVERSITY CITY PARKS DEPARTMENT. 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 PAVILION RULES **AS** WELL AS THE CITY'S PARK RULES AND REGULATIONS MAY RESULT IN THE CANCELLATION OF THE ACTIVITY, FORFEITURE OF ALL FEES/DEPOSITS, AND FORFEITURE OF THE RIGHT TO USE THE PAVILION IN THE FUTURE. PERMITS ARE REVOCABLE AT ANY TIME FOR VIOLATION OF RULES, ORDINANCES, FEDERAL, STATE, COUNTY OR LOCAL LAWS.**

I have carefully read, voluntarily signed and accept responsibility for this picnic pavilion reservation. I will enforce all park/pavilion policies indicated above and accept full responsibility for both my event and guests. I also understand the City of University City exercises a hold harmless policy for all its pavilions, fields and facilities. This releases the City of University City, its agents, servants and employees from any and all claims which may arise out of any accidents and/or injuries caused by the City of University City, its agents, representatives and employees while using City of University City pavilions, fields and facilities.

LESSEE SIGNATURE \_\_\_\_\_

LESSEE NAME (print clearly) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ Zip \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_(C) \_\_\_\_\_(H)

EMAIL \_\_\_\_\_



## PAVILION RULES AND REGULATIONS

### I. Reservations/Fees/Deposits/Refunds/Cancellations: Todd Strubhart 11/22/23

#### 1. Reservations:

- a) Pavilions are available for rent seven (7) days per week from 8:00 am to 10:00 pm, with the exception of maintenance and special events, April through October. Please note: Due to temperatures, park restroom facilities will not be available before April 1<sup>st</sup> and after October 31<sup>st</sup>.
- b) Reservations are made on a first-come, first-served basis and may be reserved the first business day in January. All reservations must be made at least one (1) week prior to scheduled date. No oral agreements for use of the Facility shall be valid. Dates will not be "reserved" and reservations are not confirmed until all Agreement documents are completed and signed by the Lessee and received by the Parks and Recreation Department and all appropriate fees have been paid.
- c) Lessee must be twenty-one (21) years of age to rent the Pavilion and must be on-site during the entire reservation.
- d) The City of University City through its representatives, agents, and employees may delay, postpone, cancel, or revoke the pavilion reservation at any time if it is determined this pavilion reservation application and/or documents contain any misrepresentation or false statement of the indicated event activity.
- e) Use of Pavilion is non-transferable and no sublet shall be initiated by the Lessee.

#### 2. Fees and Deposits:

- a) Any reservation for which a Rental and Refundable Damage Deposit fee is involved, the Rental fee and Refundable Damage Deposit must be paid in advance of reservation. Additional charges may be assessed for property damages and extended occupancy periods. Lessee shall pay all charges in excess of the Rental fee and Refundable Damage Deposit 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 scheduled Rental 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) of the scheduled Rental date will result in forfeiture of all Rental fees/damage 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 Pavilion 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 the Pavilion.

### 2. Pavilion Use:

- a) Pavilion occupancy is limited to the amount indicated on the Agreement.
- b) **Rental of the Pavilion ONLY includes the exclusive use of the Pavilion. The Rental of the Pavilion DOES NOT include exclusive use of the restrooms, playground(s), athletic fields, ~~sand volleyball courts~~, splash pad, basketball courts, tennis courts, trails, and/or park grounds; nor does it give the Lessee or guest special privileges in any other part of the park.**
- c) **The use of amusement rides, inflatables, bounce houses, petting zoos, pony rides, games, booths, activities, portable barbeque pits, sound systems, bands and/or DJ's etc. ARE PROHIBITED.**
- d) The Pavilion may not be used for the operation of camps, day care, classes, or any other business activity.
- e) No open parties or events are allowed. No admission or other fees may be collected on the premises.
- f) The selling of food and/or beverages (i.e. food trucks) or vendors of any kind **ARE PROHIBITED**.

**Commented [LET1]:** Understand the removal of sand volleyball courts; don't understand the addition of splash pad as it is within the Heman Pool enclosure and not adjacent or near any picnic pavilion

- g) Only plug in one (1) item into any one (1) outlet at a time, as the circuit will trip.
- h) Food and beverages are allowed; with exception of on the splash pad, however, glass bottles or containers **ARE PROHIBITED.**
- i) Lessee will be held responsible for all cleanup/takedown, and all damages to the Pavilion and/or surrounding pavilion areas during the scheduled Rental resulting from their usage.
- j) At no time shall furniture or fixtures be moved, removed or rearranged.
- k) The Lessee is responsible for the clearing off of all tabletops and the taking down of any and all decorations.
- l) Grilling must be confined to dedicated park grills. Hot coals must be cooled or doused with water after use. Disposing of coals on grass, at the base of a tree, **in a trash can**, or at any other location is strictly prohibited and failure to comply will result in loss of damage deposit.
- m) No decorative or other materials shall be nailed, tacked, stapled, screwed to any part of the Pavilion (Structures, picnic tables, trash receptacles, etc.) Any individual/group using the Pavilion agrees to leave the premises in as good of condition as it was prior to their usage.
- n) The use of balloons, glitter and/or confetti **is prohibited.**
- o) All equipment and decorations used in conjunctions with a Rental at the Pavilion must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. Any equipment needed for the Rental must be provided by the Lessee and/or rented from a private source.
- p) The City shall assume no responsibility for any property placed on or in the Pavilion 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 Pavilion, park facilities and grounds.
- q) Some of the parks have underground irrigation/sprinkler systems and utilities. To protect the irrigation lines and utilities, driving stakes, fence posts, flags, etc. **IS PROHIBITED.**
- r) The placement of equipment (i.e. risers, platforms, tables, chairs, gazebos, arches, alters, speakers, bars, etc.), **IS PROHIBITED** outside of the Pavilion.
- s) 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 is strictly **PROHIBITED.**
- t) The electrical outlets for pavilions are 15-amp circuits and are not suitable for heavy wattage equipment and University City employees **are not available** to reset the electricity if the circuit breaker trips.
- u) Lessee **MUST** have a copy of the permit with them at the time of the scheduled Rental of the Pavilion.

**Commented [LET2]:** As these are picnic pavilion R&R, why would the splash pad be included. Though R&R have not been established for the splash pad, this indicates food/drink will not be allowed in splash pad area - is that going to be proposed? RD staff strongly disagrees as it would be hard to enforce

- v) 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 Pavilion, 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 Pavilion 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. Liquor Laws:** All state liquor laws and regulations must be followed.

**5. Laws and Ordinances:** All individuals/groups using the Pavilion 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 Pavilion 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.

**6. Lessee's Release and Hold Harmless.** In consideration of being permitted to Rent the Pavilion 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 Pavilion 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 Public Areas Maintenance and his/her designee reserve the right to refuse any group the privilege of Renting the Pavilion 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 PAVILION 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 PAVILION RULES AS WELL AS THE CITY’S PARK RULES AND REGULATIONS MAY RESULT IN THE CANCELLATION OF THE ACTIVITY, FORFEITURE OF ALL FEES/DEPOSITS, AND FORFEITURE OF THE RIGHT TO USE THE PAVILION IN THE FUTURE. PERMITS ARE REVOCABLE AT ANY TIME FOR VIOLATION OF RULES, ORDINANCES, FEDERAL, STATE, COUNTY OR LOCAL LAWS.**

I have carefully read, voluntarily signed and accept responsibility for this picnic pavilion reservation. I will enforce all park/pavilion policies indicated above and accept full responsibility for both my event and guests. I also understand the City of University City exercises a hold harmless policy for all its pavilions, fields and facilities. This releases the City of University City, its agents, servants and employees from any and all claims which may arise out of any accidents and/or injuries caused by the City of University City, its agents, representatives and employees while using City of University City pavilions, fields and facilities.

LESSEE SIGNATURE \_\_\_\_\_

LESSEE NAME (print clearly) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ Zip \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_(C) \_\_\_\_\_(H)

EMAIL \_\_\_\_\_



## Bylaws of the University City Park Commission

### Section 1: Established by Charter, Municipal Code, and Ordinances

- 1.1 The name, purposes, and members of the organization are established by the Charter of the City of University City, MO (Charter), the University City Municipal Code (Code), and University City Ordinances (Ordinances).
- 1.2 The Charter and Code also establish regulations pertaining to various actions allowed for Park property.
- 1.3 These Bylaws of the University City Park Commission (Commission) are intended to specify and clarify issues not addressed in the Charter, Code, and Ordinances. The term "City" shall mean University City.

### Section 2: Members

2.1 The number of members (Commissioners) of the Commission and the term of office are established by the University City Municipal Code.

2.2 Commissioners shall be appointed and sworn in, on or before the first meeting in January of each year. The members of the Commission shall receive no compensation for their services as such.

Vacancies on the Commission resulting from a removal, resignation, or any other cause shall be filled for the remainder of the term in like manner as in the case of original appointment. If a Commissioner's term is expired, that Commissioner shall remain an active Commissioner until such time as someone has been appointed and sworn in to replace that Commissioner.

2.3 Three unexcused absences, or four absences, including unexcused and excused, within any consecutive 12 month period is cause for a discussion and vote recommending (the action of recommending is ambiguous and needs to be clarified) the dismissal of the Commissioner to University City Council. A final vote for dismissal recommendation may take place at the Parks Commission meeting, and then will go to City Council.

### Section 3: Meetings

3.1 A quorum must be present to hold a meeting. A majority of the total number of Commissioners, including vacancies, shall constitute a quorum. All efforts will be made to reschedule a meeting cancelled due to a lack of a quorum, so the Commission still will meet 10 times per year.)

3.2 Date, time, and location of meetings will be determined by a majority vote of the Commission. A majority vote shall mean a majority of those present at a meeting. Meetings of the Commission shall be held monthly except for August and December.

3.3 A special meeting of the Commission may be called by any of the following by electronic or written communication sent to all Commissioners:

- A. At least two Commissioners
- B. Director of Parks, Recreation and Forestry
- C. City Council

3.4 Any scheduled meeting may be cancelled by agreement between the President of the Commission and Director of Parks, Recreation and Forestry, unless at least two Commissioners object to the cancellation, in which case the meeting will be held. Communications for cancellation and objection shall be by electronic or written communication sent to all Commissioners.

## Bylaws of the University City Park Commission

3.5 Notice of Meeting Cancellation: The Staff Liaison or Chairperson will notify the Commission of cancelled meetings at least one (1) day in advance of the meeting unless special circumstances prevent early notification. Members will be notified via their current email address and/or phone number on file. Meeting cancellations will be posted on the University City website ([www.ucitymo.org](http://www.ucitymo.org)) 24 hours in advance of the meeting, unless such notice is impossible.

3.6 Each Commissioner shall be entitled to cast one vote on all matters submitted to a vote of the Commissioners.

3.7 Any Commission meeting may be adjourned by a majority vote.

3.8 Notice of a meeting shall be prepared by the Director of Parks, Recreation and Forestry and posted at least 24 hours in advance at appropriate locations that may include, but not be limited to, the University City Library, Heman Park Community Center, Centennial Commons, Ruth Park Golf Course, City Hall, and the City website.

3.9 Requests for Agenda Items: All Requests for consideration by the Commission shall be submitted in writing to the Staff Liaison or Secretary at least one (1) week prior to the next regularly scheduled meeting. Items may be added to the Agenda for any Commission meeting by any Commissioner, by the Director of Parks, Recreation and Forestry. The order of the Agenda shall be agreed upon between the President of the Commission and the Director of Parks, Recreation and Forestry or their designee. After the start of a meeting, the Agenda may be changed by a majority of the Commission.

3.10 Residents and non-residents are permitted to attend all meetings and request to speak. Public comments, not related to a specific agenda item, are regularly scheduled at the beginning of all meetings. Comments related to specific agenda items are heard at the beginning or during the discussion on those items, at the discretion of the President, with the informal consent of the Commission members or Commission. There is a maximum of 5 minutes per person for individual comments. The President, with the consent of the commission, may adjust the total time and sequence allowed for all comments.

- A. After a Request has been taken under consideration by the Commission, no member of the public may speak to the Commission further on that Request at the meeting except if directly questioned by a Commissioner.
- B. Non-request issues: Citizens attending a Commission meeting who have issues or questions/comments that are not related University City Parks Commission Agenda will be called upon by the Chairperson after the Commission has concluded deliberations on all agenda items. Non-request issues or public comments are limited to 5 minutes for individual's comments. Citizens presenting both Request and non-Request issues (public comments) are subject to the protocol set forth in Section 3.10 above.

3.11 Commissioners may invite members of other University City commissions to speak and be involved in Commission discussions on specific agenda items.

### Section 4: Officers

4.1 The offices shall consist of the following officers: Chairperson, Vice Chairperson and Secretary. The commission may also elect other officers at its discretion.

4.2 Any officer may be removed, with cause, by a majority vote of the Commissioners, at any regular or special meeting.

4.3 Any officer may resign at any time by giving written notice to the Commission.

## Bylaws of the University City Park Commission

4.4 A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the following manner:

A. Vacancy in the office of President shall be filled by the Vice President until the next scheduled election.

8. Vacancy in the office of Vice President shall be filled by nomination from the Commissioners and shall be voted upon, either at the meeting where nominations occurred, or at the meeting following the nominations.

4.5 The Chairperson shall:

A. Chair all commission meetings.

8. Subject to the control of the Commission, generally supervise or run the meetings.

C. Appoint Chairpersons of any standing and special committees.

D. Be an ex-officio member of all committees except the nominating committee.

4.6 The Vice Chairperson shall assume the duties of the Chairperson in the Chairpersons Absence.

4.7 The Secretary shall compile or take minutes during each meeting and provide both a hard copy and an electronic copy of the meeting minutes.

### Section 5: Elections

5.1 Nominations and Elections of Officers. Nominations of officers shall be held at the regular monthly meeting in November of each year. If this meeting is not held, for any reason, nominations will be held at the next meeting, whether regular or special. Any Commissioner may nominate any Commissioner, including himself or herself, for any office. At the discretion of the Commission, elections may be held immediately following nominations or at the next meeting of the Commission, whether regular or special, at which a quorum is present. All current officers shall serve until such elections.

5.2 Elections shall be by open voting or secret ballot, at the discretion of the Commission. A simple majority vote determines the winner of each election.

5.3 Term of office shall be one year. All officers shall assume their term in January after the election or immediately if the January for which they are elected has already passed.

### Section 6: Rules Determining

6.1 Roberts Rules of Order, newly revised, shall govern the meetings of the Commission and shall be the final authority of all matters not covered in these Bylaws,

### Section 7: Records

7.1 Minutes shall be recorded by a person agreed to by the Commission. Minutes shall include at least the following:

A. Discussion of each topic discussed in the meeting;

## Bylaws of the University City Park Commission

B. Shall be detailed enough to understand all sides of issues discussed.

7.2 The records, articles, Bylaws, and minutes and proceedings of the Commission in any meeting or committee shall be kept by the City of University City. The minutes shall be kept in typed and searchable digital form capable of being printed and converted into other digital forms. The minutes shall be easily accessible by the public. Audio recordings are to be kept on the City's Website in their entirety.

7.3 Per State of Missouri "Sunshine Laws" at the time of this writing, all written or electronic communications sent by a Commissioner to 4 or more additional Commissioners must also be sent to the City Clerk of University City.

### Section 9: Conflict of Interest

9.1 Conflict of Interest Policy: The policy requires that those with a conflict (or think they may have a conflict) to disclose the conflict/potential conflict, and prohibits interested Commission members from voting on any matter that gives rise to a conflict between their personal or professional interests and the Commission and the City of University City interests. The policy will also be used to help the Commission determine how conflicts will be managed.

Members should adhere to the following guidelines:

1. Recuse yourself from votes that would benefit you or your personal business interests
2. Do not use information gained during Commission activities to benefit you or your personal or business interests
3. Do not provide information gained in Commission activities to personal business associates
4. Do not contact City Staff, City Council members or the Mayor using information gained in Commission activities to benefit you or your personal or business interests
5. If contacted by City Staff, City Council members or the Mayor for professional advice due to your involvement in the Commission, do not use that information for personal gain or advantage in a Business transaction.

Disciplinary action to be taken in the event of a Conflict of Interest:

1. Notification of a potential Conflict of Interest is to be submitted in writing (via letter or email) to the Commission Staff Liaison or to the City Clerk.
2. The potential Conflict of Interest will be added as an agenda item at a regularly scheduled Commission meeting.
3. The Commission member in question will be allowed to discuss the potential Conflict of Interest and suggest a course of action in compliance with the Guidelines.
4. In the event that the Conflict of Interest persists, the Commission member may be removed via procedure I.E, above at the discretion of the Commission.

Bylaws of the University City Park Commission

Section 10: Effective Date

10.1 These Bylaws shall replace any previous Bylaws and take effect a

Signature:

Printed:

President

Date:

Signature:

Printed:

Vice President

Date:

# ~~Bylaws of the University City Parks Commission Rules and Regulations~~

## ~~Section 1: Name~~

- ~~1. The name of the organization is the University City Parks Commission.~~

## ~~Section 2: Offices~~

- ~~2. The principal office of this commission shall be in University City, MO.~~

## ~~Section 13: Purpose~~

- ~~3.01 This commission shall serve as advisors to the University City Parks, Recreation and Forestry Department. The University City Parks Commission serves in the capacity as outlined in the Charter and as prescribed by ordinance. These rules and regulations are necessary for the efficient and orderly conduct of meetings and governance of the Commission and shall supersede all prior governing documents.~~
- ~~3.02 The Parks Commission shall have the authority to perform the following:~~
  - ~~A. Survey, through observation and inquiries, and make plans for the maintenance of an adequate system of parks and recreational facilities and activities, and for the enlargement, reduction, improvement or acquisition of parks or recreational areas and activities and make recommendations therefore;~~
  - ~~B. Approve rules, regulations and policies for the administration of the activities of the parks and recreation department, which shall become effective when approved by the city council;~~
  - ~~C. Advise the council and/or the Director on problems concerning management of the parks;~~
  - ~~D. Make any investigation which it may consider desirable with reference to the management of the parks and report to the city council at least once a year its findings, conclusions and recommendations via the city council liaison.~~
  - ~~E. Review the fees and charges pertaining to the parks department, and make recommendations thereon directly to the city manager and the city council;~~
- ~~3.03 Perform such other duties with reference to the management of the department, not inconsistent with the Charter, as may be provided by this code or by ordinance.~~
- ~~3.04 This commission shall not engage in any activities that are not in the furtherance of the purposes stated in this section.~~

## ~~Section 4: Members~~

- ~~4.01 The parks commission shall consist of nine members who shall be appointed by the city council and who shall have been residents of the city for at least two years immediately prior to their appointment. Such members shall be appointed for terms of three years, except that of those first appointed, three shall be appointed~~

~~for terms of two years each and three for terms of one year each. Thereafter, on or before the first meeting in January of each year, the city council shall make appointments to fill the terms expiring at that time. The members of the parks commission shall receive no compensation for their services as such. The city council may remove any member of the commission for misconduct or neglect of duty. Vacancies on the commission occasioned by a removal, resignation or any other cause shall be filled for the remainder of the term in like manner as in the case of original appointment.¶¶~~

4.02 Three unexcused absences is cause for dismissal.

## Section 5: Meetings

5.01 Meetings of the Commission membership shall be held ~~on the fourth Tuesday of each month except for August and December. Location is at Centennial Commons, 7210 Olive Blvd. (time and location are subject to change)¶¶~~

~~5.02~~

5.03 A special meeting of the members may be called by any of the following:

- A. ~~A majority of~~ Park Commission members (at least ~~four~~ three)
- B. Parks Recreation and Forestry Director
- C. City Council

5.04 A quorum ~~is reached shall be constituted by if~~ a majority of the total number of commissioners (i.e. including vacancies) ~~is present.~~

5.05 Any commission meeting may be adjourned from time to time by the vote of the majority of the ~~commissioners~~ members represented.

5.06 ~~Notice of a meeting shall be prepared by the Parks, Recreation and Forestry Department and posted 24 hours in advance at the University City Library, Community Center, Centennial Commons, Ruth Park Golf Course, City Hall and the City web page.~~

5.07 Each commissioner ~~member~~ shall be entitled to cast one vote on all matters submitted to a vote of the members. ~~No proxy voting is permitted.~~

5.08 ~~Citizens are~~ The public is permitted to attend all meetings, ~~and~~ public comments are encouraged, and a portion of the agenda will be dedicated to allow for public comments. Those that wish to address the Commission are asked to sign up in advance of the start of the meeting and will be permitted to speak for a period of time not to exceed five minutes. ~~not related to a specific agenda item, are regularly scheduled at the beginning of all meetings. Citizens may also request to speak on specific agenda items. There is a maximum of 5 minutes for individual comments.~~

---

## Section 6: Officers

6.01 The offices shall consist of the following officers: President, Vice President.

The commission may also have, at the discretion of the officers, such other officers as may be appointed by the president. Any number of offices may be held by the same person,

- 6.02 Any officer may be removed, with cause, by the majority of the commission membership, at any regular or special meeting,
- 6.03 Any officer may resign at any time by giving written notice to the commission.
- 6.04 A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the following manner:
  - A. Vacancy in the office of President shall be filled by the Vice President until the next scheduled election.
  - B. Vacancy in the office of Vice President shall be filled by nomination from the remaining Commission membership and shall be voted upon at the meeting following nominations.
- 6.05 The President shall:
  - A. Chair all commission meetings.
  - B. Subject to the control of the commission, generally supervise, direct and control the business and officers of the commission, and shall have such other powers and duties as shall be prescribed by the commission or the bylaws.
  - C. Appoint chairpersons of any standing and specials committees.
  - D. Be an ex-officio member of all committees except the nominating committee.
  - E. At or before the regular November meeting each year, appoint a member of the commission as chairperson plus one additional member to serve as a nominating committee. This committee may appoint up to two additional members to the nominating committee, who are not currently President or Vice President. The nominating committee shall report back to the commission not later than the regularly scheduled commission meeting for January, their selection of at least one candidate for each office. Further nominations for office may be made any time prior to the call for a vote on election night of any one who will state their willingness to serve in the capacity for which they are nominated.
- 6.06 The Vice President shall assist the President and assume the duties of the President in the President's absence.

## Section 7: Elections

- 7.01 Elections shall be held at the ~~first meeting of regular monthly meeting in January of each year. In the event of lack of a quorum, elections shall be held at the next regular meeting at which a quorum is present. and all officers shall serve until such elections.~~



7.02 Elections shall be ~~by secret ballot, simple majority wins public~~

7.03 Term of office shall be ~~until such time the next election occurs, one year and~~  
~~All officers shall assume their term immediately upon being elected.~~

## **Section 8: Rules Determining**

8. Roberts Rules of Order, newly revised, shall govern the meetings of the group and shall be the final authority of all matters not covered in these bylaws.

## **Section 9: Records**

9.01 ~~The records, articles and bylaws as amended to date, and minutes or proceedings of the commission in any committee shall be kept by the city of University City Parks, Recreation and Forestry Department. The minutes shall be kept in written or typed form or in any other form capable of being converted into written, typed, electronic or printed form.~~

9.02 ~~Every commissioner shall have the absolute right at any reasonable time to inspect all records and documents of every kind and the physical properties of the department. This inspection by a commissioner may be made in person and the right of inspection includes the right to copy and make extracts of documents.~~

## **Section 10: Effective Date**

10. These ~~bylaws~~ rules and regulations supersede all prior governing documents, ~~and shall take effect as of~~ \_\_\_\_\_

By: \_\_\_\_\_  
President

By \_\_\_\_\_  
Vice President



University City  
Parks, Recreation and Forestry

<b>MANAGEMENT POLICIES AND PROCEDURES</b>	
<b>AFFILIATED AND NON-AFFILIATED CONTRACTOR'S USE OF FACILITIES</b>	<b>Number: 025</b>
<b>Approved By: Park Commission City Council</b>	<b>Effective Date: October 27, 2009 November 16, 2009</b>
<b>Page 1 of 2</b>	

**I. PURPOSE:** to establish guidelines and regulations for outside private instructors and contractor's use of Centennial Commons and other City University City Parks & Recreation facilities.

**II. REVISION HISTORY**

**III. REFERENCES**

**IV. PERSONS AFFECTED:** City employees, current contract instructors, personal trainers

**V. POLICY**

1. No person or business shall sell or offer to show any item for commercial gain in or upon the grounds of Centennial Commons or in City of University Parks & Recreation facilities without permission from the Director of Parks and Recreation, or their representative.
2. No person shall utilize any City of University City facility to conduct any private or group instruction or conduct a service for financial gain without first obtaining written permission from the Director of Parks and Recreation, City of University City, or their representative. Permission shall be issued only to applicants meeting the requirements as outlined in item 3 of this policy.
3. Upon agreement with the City of University City Department of Parks & Recreation, an outside contractor must follow guidelines that have been established for private contractors for teaching/personal training which are as follows:

- a. All programs and services proposed by an outside contractor must meet the mission of the department: "Creating community through people, parks, and programs".
- b. Program or service proposed cannot compete with City offered programs and services.
- c. The city reserves the rights to deny any program and/or outside contractor.
- d. City reserves the right to schedule facilities and times of programs and services.
- e. Contractors requirements on chart below:

Type	Insurance	CPR & First Aid	Certifications	Pay	City provided Marketing and Registration	Other
<b>Affiliated</b>						
Personal Trainers	\$1 million	Required	Required	70 % of Gross	Yes	
Program Instructors	None	No	May be required depending on program	Revenue Sharing varies by program	Yes	
Sports Officials	None	No	Preferred	Games officiated, the sport and experience	Not applicable	
<b>Non Affiliated</b>						
Varies	\$2 Million	Required	May be required depending on program	Revenue Sharing or facility rental at City's discretion	No	City Business License

## VI. DEFINITIONS

- A. Affiliated Contractors- provides a service or program that meets the department mission and has a written contract to provide that program or service, and receives the benefit of City marketing, facility use at no cost and registration is provided by the City.
- B. Affiliated Organizations are those organizations that have a Memorandum of Understanding (U City Sports Association), a long standing lease (Mid East Area on Aging and Weight Watchers), University City School District, Park Foundation, and U City in Bloom.
- C. Non Affiliated contractors or organizations have no contract or relationship with the City of University City.

## VII. RESPONSIBILITIES

- A. The Assistant Superintendent of Recreation will review all requests for affiliated and non affiliated programs and services. All program or services denied or requirement modifications may be appealed to the Superintendent of Recreation.
- B. The Assistant Superintendent of Recreation will review and approve all contracts and maintain a file of all current and expired contracts.



**University City  
Parks, Recreation and Forestry**



<b>MANAGEMENT POLICIES AND PROCEDURES</b>	
<b>Use of the Heman Park Community Center and Centennial Commons Meeting Rooms</b>	<b>Number: 013</b>
<b>Approved By:</b>	<b>Effective Date: April 1, 2005</b>
<b>City Manager</b>	<b>Page 1 of 3</b>

**I. PURPOSE**

To establish a fair and equitable system of determining who, when, and at what cost groups can access the Heman Park Community Center and Centennial Commons meeting rooms.

**II. REVISION HISTORY**

July 24, 2007

**III. REFERENCES**

- Fees and Charges Policy 001
- City Sponsored Programs Free Use of Parks and Recreation Facilities 010
- Lease with MEAAA

**IV. PERSONS AFFECTED**

Groups and organizations desiring access to City Facilities

**V. POLICY**

**A. Heman Park Community Center**

- i. 1<sup>st</sup> priority for use of the Heman Park Community Center shall be city sponsored programs and services including boards and commissions. No fees will be charged. There shall be no limit on facility use.
- ii. University City organizations that have a collaborative affiliation, when the use of the facility is specific to the affiliation no fees will be charged. For example University City in Bloom, University City Sports Association (meetings and registration), University City Soccer Club (meetings and registration), University City Symphony (rehearsals) and recognized neighborhood associations meetings. Facility use is generally limited to once per month except the Symphony which practices weekly..
- iii. Other University City governmental organizations such as the University City School District, Board of Elections, and University City Library etc. No fees will be charged for elections. If Heman Park Community Center is

already planned to be open and staffed, there will be no fee for use of the facility. If Heman Park Community Center would normally be closed and city staff will be needed for the building use (set up, clean up and/or monitoring use), the direct costs for the use shall be assessed. There shall be no limit on facility use.

- iv. University City based agencies which, through use of the facility, are providing or supporting an identified University City government (departmental or Council) program or project (examples: home repair, utility aid and medical). Facility use is free and use is limited to quarterly.
  - v. Private rentals will pay the established rental rates. There shall be no limit on facility use.
  - vi. University City based agencies which, through use of the facility, are not providing or supporting an identified University City governmental need or priority. They will pay the established rental rates. There is no limit on facility use.
- B. Political, religious, fund raising events, that are fee based, will pay the full established rates. Fund raising events for the University School District, University City Sports Association, University City Soccer Club and recognized Neighborhood Associations will pay the custodial costs. The use is limited to once per calendar year per organization.
- C. All recognized Neighborhood Associations special events (i.e. holiday parties, recognition ceremony/dinner, etc.) will pay the custodial hourly rate. Use is limited to once per calendar year per Neighborhood Association.
- D. Duplicate bridge and the Square Dance Club will pay ½ non profit rate.
- E. University City Symphony concerts will be charged the established not-for profit rate.
- F. Unless an emergency is declared, which requires the use of the facility, the facilities shall be reserved on a first-come, first-served basis.
- G. Reservations must be made in advance and required rental and security deposits paid prior to approval for use.
- H. Reservations will be accepted one year in advance. On- going uses (i.e. regular weekly or monthly city meetings) will be reserved one year in advance. Changes for on-going uses will be allowed only if space is available.

B. Centennial Commons Meeting Rooms

- i. 1<sup>st</sup> priority for use of Centennial Commons shall be city sponsored recreation programs. No rental fees will be charged. There shall be no limit on facility use.
- ii. City sponsored programs and services including boards and commissions when there is no space available at the Heman Park Community Center or City Hall. No fees will be charged and facility use is limited to once per month. The Park and Arts and Letters Commissions will meet at Centennial Commons.
- iii. University City organizations that have a collaborative affiliation with the Parks and Recreation Department, when the use of the facility is specific to the affiliation<sup>1</sup> (example the University City Sports Association, University City Soccer Club, U City Park Foundation and U City in Bloom). No fees will be charged. Facility use is limited to once per month.

- iv. University City governmental organizations such as the University City School District, elections, University City Library, etc. No fees will be charged for elections. If Centennial Commons is already planned to be open and staffed there will be no fee for use of the facility. If Centennial Commons would normally be closed and city staff will be needed for the building use (set up, clean up and/or monitoring use), the direct costs for the use shall be assessed. There shall be no limit on facility use.
  - v. University City based agencies which, through use of Centennial Commons, are providing or supporting an identified University City government (departmental or Council) program or project (examples: home repair, utility aid and medical). Reservation will be allowed when there is no space available at the Heman Park Community Center or City Hall. Facility use is limited to quarterly.
  - vi. Private rentals will pay the established rental rates. There shall be no limit on facility use.
  - vii. University City based agencies which, through use of the facility, are not providing or supporting an identified University City government (departmental or Council) program or project. Established rental rates shall be charged and no limit on facility use.
- C. Political, religious, fund raising events will pay the full established rates.
  - D. Unless an emergency is declared, which requires the use of the facility, the facilities shall be reserved on a first-come, first-served basis.
  - E. Reservations must be made in advance and required rental and security deposits paid prior to approval for use.
  - F. Reservations will not be accepted until after the recreation program planning deadlines. Upon the program registration deadline or if a program is cancelled, reservations can then be accepted.

<b>Reservation Dates</b>	<b>Reservations Accepted</b>
January 1 – May 30	November 15th
May 31 – August 31	April 1st
September 1 – December 31	July 15th

- G. Access to other facility rooms beyond the control point or the babysitting services are not included.