



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, February 12, 2024
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)
none

E. APPROVAL OF MINUTES

1. January 22, 2024 Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Joshua Winstral is nominated for appointment to the Park Commission by Councilmember Jeff Hales.
2. Philip Eastin is nominated for appointment to the Storm Water Commission by Councilmember Jeff Hales.
3. Grace Fitter is nominated for appointment to the Arts and Letters Commission by Councilmember Bwayne Smotherson.

G. SWEARING IN TO BOARDS AND COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

***Request to Address the Council Forms are located on the ledge just inside the entrance.
Please complete and place the form in the basket at the front of the room.***

*The public may also submit written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS
None

K. CONSENT AGENDA (1 voice vote required)

1. Boundary Adjustment
2. Heman Park Pool - Sprayground - Construction Contract
3. Police Department purchase of a 2024 Nissan Versa car

L. CITY MANAGER'S REPORT – (voice vote on each item as needed)

1. Conditional Use Permit (CUP-23-08) - Application to allow a Day Care Center in the "IC" Industrial Commercial District at 6757 Olive Boulevard.

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

1. **BILL 9536** - AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "URBAN SPROUTS.

N. NEW BUSINESS

Resolutions (voice vote required)

- 1. Resolution 2024-02** Reimbursement for Capital Expenditures in Connection with the Renovation Project of Annex / Trinity

Bills (Introduction and 1st reading - no vote required)

none

O. COUNCIL REPORTS/BUSINESS

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

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (roll call vote required)

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.

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube:

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

Posted February 9, 2024

SPECIAL MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
VIA VIDEOCONFERENCE
Wednesday, February 7, 2024
5:00 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Special Session of the City Council of University City held virtually on Wednesday, February 7, 2024, in the absence of Mayor Terry Crow, Mayor Pro Tem Smotherson called the meeting to order at 5:00 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Dennis Fuller

City Manager, Gregory Rose was also in attendance.

C. APPROVAL OF AGENDA

Hearing no changes to the Agenda, Councilmember Hales moved to approve, it was seconded by Councilmember Clay, and the motion carried unanimously.

D. PROCLAMATIONS (Acknowledgement)

None

E. APPROVAL OF MINUTES

None

F. APPOINTMENTS to BOARDS AND COMMISSIONS

None

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

The public may also submit written comments must be received no later than 12:00 p.m. the day of the meeting. Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a name and address must be provided. Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

K. CONSENT AGENDA (1 voice vote required)

1. Liquor License – Twisted Cafe – 8109 Olive Blvd.

Councilmember Hales moved to approve Item 1 of the Consent Agenda, it was seconded by Councilmember Clay.

Councilmember McMahon apologized to the applicant for the delay in approving this application. He believes Councilmembers Smotherson's intentions were good in wanted to have our City look

the best that it can.

He stated he's not sure Council has the purview; in reviewing liquor license applications to discuss things outside of the liquor license process. This delay was unnecessary in his opinion.

Voice vote on Councilmember Hales's motion to approved carried unanimously.

L. CITY MANAGER'S REPORT – (voice vote on each item as needed)

None

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

None

N. NEW BUSINESS

Resolutions (voice vote required)

None

Bills (Introduction and 1st reading - no vote required)

None

O. COUNCIL REPORTS/BUSINESS

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

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (roll call vote required)

None

S. ADJOURNMENT

Councilmember Fuller moved to close the Special Session of Council, It was seconded by Councilmember Clay, and the motion carried unanimously.

Mayor Pro Tem Smotherson thanked everyone for their participation and adjourned the Special Meeting at 5:05 p.m.

LaRette Reese
City Clerk, MRCC

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, February 12, 2024
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, February 12, 2024, in the absence of Mayor Terry Crow, Mayor Pro Tem Bwayne Smotherson called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Dennis Fuller

Also in attendance were City Manager, Gregory Rose, Director of Finance, Keith Cole, and Director of Planning and Development, John Wagner

C. APPROVAL OF AGENDA

Hearing no requests to amend, Councilmember Hales moved to approve the Agenda as presented, it was seconded by Councilmember McMahon, and the motion carried unanimously.

D. PROCLAMATIONS (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. January 22, 2024, Meeting Minutes were moved by Councilmember Klein, it was seconded by Councilmember McMahon, and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Joshua Winstral is nominated for appointment to the Park Commission by Councilmember Jeff Hales, it was seconded by Councilmember McMahon and the motion carried unanimously.
2. Philip Eastin is nominated for appointment to the Storm Water Commission by Councilmember Jeff Hales, it was seconded by Councilmember Klein and the motion carried unanimously.
3. Grace Fitter is nominated for appointment to the Arts and Letters Commission by Councilmember Bwayne Smotherson, it was seconded by Councilmember Clay and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION - (Total of 15 minutes allowed)

Procedures for submitting comments for Citizen Participation and Public Hearings:

Request to Address the Council Forms are located on the ledge just inside the entrance. Please complete and place the form in the basket at the front of the room.

Written comments must be received **no later than 12:00 p.m. on 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 that when submitting your comments, a **name and address must be provided.** Please also note whether your comment is on an agenda or a non-agenda item. If a name and address are not provided, the comment will not be recorded in the official record.

Citizen Comments

Felicia Jones, 7453 Washington Avenue, U City, MO

Ms. Jones stated the lack of indoor recreation for the youth and residents of this community; especially during this time of year is deplorable. The flood occurred in July of 2022, but here we are in 2024, and there is still no indoor gym, basketball courts, soccer fields, or recreation at Centennial Commons. Ms. Jones stated while she understands that FEMA may have played a role in this delay, it should no longer be an excuse because having access to some form of recreation is crucial to the well-being of this City's residents. So, she is here tonight seeking information about these much-needed repairs, and to voice her belief that any money allocated towards fixing the City's facilities should first be dedicated to the restoration of Centennial Commons.

Steven Glickert, 7750 Blackberry, U City, MO

Mr. Glickert stated he thinks the money is being wasted on a substandard code enforcement plan. Because after receiving a copy of their monthly report for January, there is still no mention of the violations he photographed and sent to Mr. Rose and this department. This report indicates that 104 violations were cited by 3 inspectors, and when you break that down, that's roughly 34 violations per inspector, or less than 2 violations a day. Even though this department has spent money on new software, new employees, and all of the essentials needed for them to perform their job, which included cars.

Mr. Glickert stated when he first started reporting these incidents five years ago there were 40 violations in this area. Today, there are 75. And how ironic is it that some of the violations listed in the report actually occurred in this same area?

He stated after sending dozens of pictures to the City, one would have thought that by now Mr. Rose would have at least held a meeting, sent an email, or made a call to his Code Enforcement Department to find out why these issues have not been addressed. So, when is anybody going to do something? And to make matters worse, Mr. Rose opened a parking lot on one of these streets; right next to a no parking sign, where truck drivers can drop off their trailers; with God knows what inside, that now sit there for months at a time.

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

None

K. CONSENT AGENDA - (1 voice vote required)

1. Boundary Adjustment
2. Heman Park Pool - Spray ground - Construction Contract
3. Police Department purchase of a 2024 Nissan Versa car

Councilmember Hales moved to approve Items 1 through 3 of the Consent Agenda, it was seconded by Councilmember Clay, and the motion carried unanimously.

Mr. Rose informed Council of a Study Session scheduled for next week to discuss the results of the biannual survey designed to gather residents' opinions about services provided by the City. And since code enforcement and recreation are included in the assessment, he thinks this will be a timely discussion. He stated the company used to conduct and analyze the results has been asked to present this information to the Mayor and Council.

Mr. Rose stated before proceeding to the City Manager's Report, he would suggest that Council first consider Bill No. 9536 under Unfinished Business.

L. UNFINISHED BUSINESS - (Roll call vote required on 2nd and 3^d readings)

- 1. BILL 9536 - AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS "URBAN SPROUTS.** Bill No. 9536 was read for the second and third time.

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

Roll Call Vote Was:

Ayes: Councilmember Klein, Councilmember McMahon, Councilmember Fuller, Councilmember Clay, and Mayor Pro Tem Smotherson.

Nays: None.

M. CITY MANAGER'S REPORT – (Voice vote on each item as needed)

- 1. Conditional Use Permit (CUP-23-08) - Application to allow a Day Care Center in the "IC" Industrial Commercial District at 6757 Olive Boulevard.**

Mr. Rose stated staff is recommending that Council consider a Conditional Use Permit to allow a Day Care Center in the IC Industrial Commercial District.

Dr. Wagner stated this is a CUP to expand the Urban Sprouts Day Care Facility located at 6757 Olive Boulevard to Ferguson Avenue, by incorporating three additional lots. 6767 Olive will be remodeled; 6773 Olive will be demolished, and 6779 Olive will be remodeled to accommodate their cafeteria. This permit was presented to the Plan and Traffic Commissions, who recommended that a gate be added next to the alley to address neighbors' concerns about patrons being able to double park in the alley. Designated parking spots within this area will be restricted to employees only. Dr. Wagner stated Paul Boyer of Civil Engineering Design Consultants and Ellicia Lanier of Urban Sprouts are here to answer any questions.

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

Councilmember Hales posed the following questions to Dr. Wagner:

Q. Does approval of the City Manager's Report constitute approval of the CUP?

A. Yes.

Q. Are the conditions associated with parking included within the CUP?

A. Yes, the permit was revised to include gated access into the alley.

Voice vote on Councilmember Klein's motion carried unanimously.

N. NEW BUSINESS

Resolutions - (Voice vote required)

- 2. Resolution 2024-02 - Reimbursement for Capital Expenditures in Connection with the Renovation Project of Annex/Trinity**

Councilmember McMahon moved to approve, seconded by Councilmember Clay.

Councilmember Clay asked if the objective of this Resolution is to reimburse the City for all of its expenditures related to this project? Mr. Rose stated the Resolution only allows the City to receive reimbursement for expenditures made after its adoption and 60 days before its adoption. Councilmember Clay stated that based on the following language, it seems like there is another category of expenses that might be eligible; *"In addition, treasury regulations allow the City to reimburse itself for the following costs; even if they have been paid more than 60 days before the adoption"*.

Mr. Rose asked Mr. Cole if his interpretation that reimbursements would be limited to 60 days prior to approval was correct? Mr. Cole stated his understanding is that once the bond is issued, the City could recapture expenditures going back three years before the adoption of this Resolution.

Mr. Clay stated should the City decide to exercise its option to be reimbursed; he would like a confirmation on the specific timeframes and conditions associated with any reimbursement. Because while the Resolution does lay out conditions for reimbursements, he is in agreement with Mr. Cole's explanation of up to three years.

Mr. Rose stated he's dealt with these types of Resolutions before and does not recall reimbursements going back three years. However, he will get a clarification and provide that information to Council. He stated the main reason this is being brought before Council is to obtain reimbursements for the City's current and future expenses like the bond rating study, which is approximately \$35,000, and to use Certificates of Participation to cover the debt service incurred for these renovations.

Councilmember Hales asked if the reimbursements would be handled administratively or show up as an amendment to the budget? Mr. Rose stating any request for reimbursement would require Council's approval.

Councilmember McMahan asked if the vote should be tabled until everything has been clarified? Mr. Rose stated he would be okay with delaying this to the next meeting since it would have a minimal impact on the City's ability to move forward.

Councilmember Clay moved to delay any action on this Resolution until the next meeting, it was seconded by Councilmember McMahan, and the motion carried unanimously.

Bills - (No vote required on introduction and 1st reading)

None

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions

Councilmember McMahan reported that one of the Parks Commission's newly appointed members, Chris Cholley, passed away unexpectedly in January. This was an immeasurable loss since Mr. Cholley had the potential to bring real-world experience and energy to the Commission based on his tenure as the Superintendent of Florissant's Recreation Department. He leaves behind a wife and daughter, and the Commission would like to express their deepest sympathies to his family and friends.

3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business

P. CITIZEN PARTICIPATION - (continued if needed)

Q. COUNCIL COMMENTS

Mayor Pro Tem Smotherson stated in previous meetings he expressed concerns about the exterior renovations needed at 8109 Olive, which is slated to become a new business called the Twisted Cafe. He became even more frustrated when the owners of the Cafe informed Council that the landlord had prohibited them from taking down the old awning, painting the building, and had rented out the building behind the Cafe, leaving them with only four parking spaces. He stated unlike Delmar, there is no consistency when it comes to the maintenance and aesthetic appearance of these buildings.

Another example is Lamb's Garden which shut down when COVID hit. When it reopened, half of the building was used for the restaurant where patrons are asked to pick up their orders at a makeshift window, and the other half was used for some sort of warehouse. Both of these situations represent conditions that would absolutely not be tolerated on Delmar. Yet, people waiting in their cars or in long lines to get their food went on for two years before this unsightly configuration was ever addressed.

Mayor Pro Tem Smotherson stated he hopes that the City will start paying attention to these issues and expecting more from the business and property owners on Olive.

Mr. Rose informed Council that he had received an answer to Councilmember Clay's question about the Resolution. The conditions include a mixture of hard costs and soft costs. Reimbursements for hard costs are limited to 60 days prior adoption of the Resolution, soft costs; which include engineering, can go back to three years.

Councilmember Hales asked if this item could be reconsidered tonight? Mr. Rose stated any reconsideration would have to be unanimous.

Councilmember Hales moved to reconsider Resolution No. 2024-02, it was seconded by Councilmember Clay, and the motion carried unanimously.

Councilmember Hales moved to approve Resolution No. 2024-02, it was seconded by Councilmember Fuller, and the motion carried unanimously, with the exception of Mayor Pro Tem Smotherson.

Councilmember McMahan moved to adjourn the Regular Session, it was seconded by Councilmember Fuller, and the motion carried unanimously.

R. ADJOURNMENT

Mayor Pro Tem Smotherson thanked everyone for their attendance and adjourned the Regular Session at 7:03 p.m.

LaRette Reese
City Clerk, MRCC

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20240226-01
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SUBJECT/TITLE:
Picnic Liquor License - The Loop 420 Street Fest

PREPARED BY: Keith Cole - Director of Finance	DEPARTMENT / WARD: Finance / All
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AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED?: Yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval of the Picnic Liquor License

FISCAL IMPACT:
Filing Fee of \$25.00

AMOUNT: \$25.00	ACCOUNT No.: 01.4320
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FROM FUND: General Fund	TO FUND: General Fund
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EXPLANATION:
The owner of Sunshine Daydream is requesting a Picnic Liquor License for The Loop 420 Street Fest event to be held in the Loop on April 20, 2024.

STAFF COMMENTS AND BACKGROUND INFORMATION:
The applicant, Jay Trudeau, Sunshine Daydream, is seeking Picnic Liquor License for The Loop 420 Street Fest event held in the Loop. Location of the event is Delmar Blvd. between Leland Ave and Limit Ave.
The event is scheduled to take place Saturday, April 20, 2024
The type of liquor to be sold is beer and wine, by the drink
St. Louis County Police revealed no disqualifying information.

CIP No.	N/A
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RELATED ITEMS / ATTACHMENTS:
1. Application
2. Background Check

LIST CITY COUNCIL GOALS (S):
Economic Development
Prudent Fiscal Management

RESPECTFULLY SUBMITTED: City Manager, Gregory Rose	MEETING DATE: February 26, 2024
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**Administrative Services
Finance Department**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8544, Fax: (314) 863-0921

APPLICATION FOR PICNIC LICENSE

Under the provision of Municipal Code, Section 600.090 – Classification of Licenses-Fees, Terms and Regulations, I hereby make application for a liquor license to sell Intoxicating Liquor by the Drink at retail on the date specified below. The filing fee in the amount of \$25.00 made payable to the City of University City is attached.

Name of Applicant: Jay Trudeau

Applicant Address: 6303 Delmar Blvd University City, MO 63130

Telephone Number: 314-565-0697

Organization Name: Sunshine Daydream/ YRD General Store,LLC.(Liquor Lic Holder)

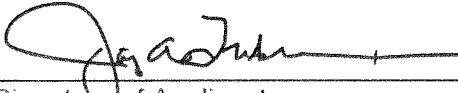
Organization Address: 6303 Delmar Blvd University City, MO 63130

Name of Event: The Loop 420 Street Fest

Date of Event: 4/20/2024


Location of Event: Delmar Blvd between Leland Ave and Limit Ave

Type of Liquor to be sold: Beer and Liquor By the drink


Signature of Applicant

2/20/2024
Date

APPROVAL


Finance Director

2/21/24
Date

CO



Saint Louis **COUNTY** **POLICE**

Colonel Kenneth Gregory
Chief of Police
7900 Forsyth Boulevard
St. Louis, Missouri 63105
Voice/TTY (314) 889-2341

BUREAU OF CENTRAL POLICE RECORDS - (314) 615-5317 **ARREST RECORD INFORMATION**

**RECORD CHECK INFORMATION REFLECTS ARREST/CRIMINAL INFORMATION FOR
ST. LOUIS CITY AND ST. LOUIS COUNTY ONLY
DOES NOT INCLUDE TRAFFIC VIOLATION INFORMATION
RECORD CHECK APPLICATIONS WILL NOT BE ACCEPTED BY FAX**

SECTION A: MUST BE COMPLETED PERSONALLY BY INDIVIDUAL REQUESTING RECORD CHECK

NAME Jay A. Trudeau RACE _____ SEX _____ HT _____ WT _____
ADDRESS: 189 Snake River DR DATE OF BIRTH _____
CITY Dixieville Prairie STATE MO ZIP 63368 PLACE OF BIRTH Maryland
SOCIAL SECURITY # _____

THIS INFORMATION IS CURRENT AS OF 02/21/2024 BUT MAY NOT FULLY REFLECT DISPOSITIONS
INSTITUTED THEREAFTER IN THE JUDICIAL PROCESS OR DURING JUDICIAL REVIEW.

I authorize the St. Louis County Police Department to release arrest/conviction information concerning myself which is on file at the Regional Justice Information Service in compliance with Chapter 610, Revised Missouri Statutes. I further understand that I am required to provide satisfactory verification of my identity prior to release of this information and that I am subject to a fee in accordance with County ordinance. The intent of the record check is for:

- St. Louis City and St. Louis County arrest/conviction information - OPEN RECORDS ONLY
- Record challenge (St. Louis County arrest/conviction information - BOTH OPEN AND CLOSED RECORDS)
- Child care and nursing home employment

OFFICIAL NOTICE OF DISCLAIMER

THE RECORD INFORMATION SHOWN ON THIS FORM INCLUDES OPEN ARREST INFORMATION AND CERTAIN CLOSED INFORMATION WITHIN ST. LOUIS COUNTY AS DEFINED BY MISSOURI STATE STATUTE. THIS **INCLUDES** ARRESTS AND CONVICTION INFORMATION WITHIN ST. LOUIS COUNTY AS WELL AS CONVICTION INFORMATION **ONLY** FOR ST. LOUIS CITY. The information provided is based on comparison of our records with the name, race, sex, age, date of birth and social security number provided by the applicant and, to the best of our knowledge, the information provided belongs to the applicant. Since the only positive means of identification is through fingerprinting and fingerprinting was not part of this record check, the Police Department cannot state unequivocally the record belongs to the applicant.

Jay A. Trudeau
Signature

2/21/24
Date of request

SEE REVERSE SIDE FOR ARREST RECORD INFORMATION



DEFINITIONS

1. **Open Arrest Records** - Reflects that a person has been arrested and charged and has either been: 1) convicted in court; or 2) the case has not yet been heard in court. ***IF THE CASE HAS NOT YET BEEN RESOLVED IN COURT, THE INDIVIDUAL IS NOT CONSIDERED GUILTY UNDER THE LAW. AN ARREST IS NOT CONSIDERED A CONVICTION.***
2. **Suspended Imposition of Sentence (SIS)** - Suspension of sentence is a suspension of active proceedings in a criminal prosecution. It is not a final judgment or the equivalent of "no prosecution" nor does it represent a discharge of the accused. A disposition of "suspended imposition of sentence" becomes a closed record upon successful completion of probation.

SECTION B: TO BE COMPLETED BY BUREAU OF CENTRAL POLICE RECORDS (COUNTY POLICE)

The Commander, Bureau of Central Police Records, St. Louis County Police, Missouri, hereby validates the record information noted below. Not valid without signature and raised official Police Department seal.

NO RECORD

ST. LOUIS COUNTY, MISSOURI
POLICE DEPARTMENT

DATE 02/21/2024 PER AC
Record check reflects criminal
information for St. Louis County
ONLY.

Commander, Central Police Records, per Clerk **AC**

**A SEARCH OF ST. LOUIS
CITY FILES IS NOT
INCLUDED IN THIS RECORD**

**THIS INFORMATION IS NOT FOR CHILD CARE
AND NURSING HOME EMPLOYMENT**

DATE	CHARGE	DISPOSITION	ARRESTING AGENCY

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20240226-02
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SUBJECT/TITLE:
Magellan Contract

PREPARED BY: Amy Williams - Director	DEPARTMENT / WARD Human Resources / All
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AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED? Yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
\$10,000 annually for three years

FISCAL IMPACT:
\$10,000 annually for three years

AMOUNT:	\$30,000	ACCOUNT No.:	01-14-5540
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FROM FUND:	General Fund -01	TO FUND:	
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EXPLANATION:
We currently have an agreement in place to use Magellan for Employee Assistance Program (EAP) services to include: online chat, counseling, crisis support, suicide prevention, training, etc. This agreement would be to continue those same services for the upcoming three years 4/1/24 – 3/31/27.

STAFF COMMENTS AND BACKGROUND INFORMATION:
Employees appear satisfied with this vendor and the services provided.

CIP No.	N/A
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RELATED ITEMS / ATTACHMENTS:
Agreement and accompanying one-page overview

LIST CITY COUNCIL GOALS (S):
Employees

RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	February 26, 2024
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eMbrace Employee Assistance Cost Proposal

Magellan is pleased to offer City of University City our eMbrace solution for employee assistance services. Our Cost Proposal for your 250 employees (effective 4/1/2024 - 3/31/2027) is detailed below. Please note pricing includes a 3-year rate guarantee; +/-10% population change may require re quoting.

Pricing 8-Session Model: \$10,000 Annual	 Employee Assistance <i>What's Included</i>
Counseling: In-Person + Virtual (text, instant chat, phone and video)	✓
24/7/365 Access & Crisis Support, including Assessment & Referral	✓
Wellbeing Coaching (video and phone): 6 sessions/year	✓
Member Website	✓
Online Support with Live Chat	✓
Digital Emotional Wellbeing app (e.g., SAMHSA-validated DCBT)	✓
Suicide Prevention Solution	✓
24/7 Manager Support (Consultation and Referrals) *DOT/SAP Referrals & Case Management (\$750.00 per case); up to 3 sessions	✓
Wellness	✓
Work-Life Services (qualified referrals for Child, Elder, Pet Care & More)	✓
Legal Services: One 60-min. Consult with Legal Professional	✓
ID Theft Resolution: One 60-min. Consult with Fraud Resolution Specialist	✓
Financial Wellbeing: Three 30-min. Consults with Money Coach	✓
Online Employee Discounts center: Lifestyle, Travel, Health & More	✓
Online Learning Center	✓
Communications and Promotion	✓
Reports	✓
CIR-Critical Incident Response, Trainings/Seminars, Health Fairs	\$250.00/hour
Optional Solution: Appointment Assist	\$1,000 Annual

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”) is entered into as of the 1st day of April, 2024 (the “Effective Date”) by and between **MAGELLAN HEALTHCARE, INC.**, with offices at 14100 Magellan Plaza Drive, Maryland Heights, MO 63043 (“Magellan”) and **CITY OF UNIVERSITY CITY**, with offices at 6801 Delmar Boulevard, University City, MO 63130 (“Sponsor”).

RECITALS

1. Magellan is engaged in the business of providing employee assistance program and related wellness services to employers and labor organizations.
2. Sponsor desires to contract with Magellan for certain of its services and Magellan agrees to provide such services in accordance with the terms and conditions of this Agreement.
3. Sponsor and Magellan intend for this Agreement to replace and supersede any prior agreements between the parties with respect to the subject matter contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Magellan and Sponsor hereby agree as follows:

AGREEMENT

1. DEFINITIONS

- 1.1 Base Fee: the annual charge for EAP services, as set forth on Addendum B.
- 1.2 Contract Anniversary Date: the day following the last day of the initial term or any renewal term of this Agreement.
- 1.3 Contract Year: a one (1) year period commencing on the Effective Date or an anniversary of such Effective Date, as applicable.
- 1.4 Employee: an individual whose current employment or employment status (e.g., retiree, beneficiary under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) with Sponsor is the basis for the individual’s eligibility for Services.
- 1.5 Employee Assistance Program (“EAP”): a systematic program to help individuals resolve personal problems, such as family conflict, stress, and drug or alcohol abuse; to address common work/life issues; and to provide training, consultation, and other management services relating to the effective utilization of the EAP by Sponsor and its Employees.
- 1.6 Employee Count: the number of Employees eligible for Services at any point in time.
- 1.7 ERISA: the Employee Retirement Income Security Act of 1974, as amended.
- 1.8 Household Member: an individual who either a) permanently, physically resides in the household of an Employee or b) is a dependent of an Employee.
- 1.9 Participant: an Employee or a Household Member.
- 1.10 Provider: a psychologist, clinical social worker, marriage family and child counselor, or other professional licensed or certified to deliver behavioral health counseling services under the laws of the state in which he or she practices.

1.11 Supplemental Fees: all fees and charges except for the Base Fee as set forth on Addendum B.

2. SERVICES

Magellan will provide EAP services to Sponsor and its Employees and Household Members within the United States (including Puerto Rico) as set forth in Addendum A (“Services”).

3. SERVICE FEES

3.1 Payment Obligation. As consideration for the Services to be performed by Magellan hereunder, Sponsor agrees to pay Magellan the Base Fee and all applicable Supplemental Fees (collectively, the “Service Fees”) set forth on Addendum B.

3.2 Determination of Payment Amounts. The annual Base Fee will be due in advance within thirty (30) days of receipt of invoice from Magellan. Sponsor shall pay any Supplemental Fees owed upon delivery of an invoice from Magellan for Services for which a Supplemental Fee is due to Magellan within thirty (30) days of the date of invoice. As appropriate, any retrospective reconciliations and adjustments will be made in accordance with Section 3.4.2. All payments due to Magellan that are not paid via electronic funds transfer shall be addressed to: Magellan Healthcare, Inc., Magellan Lockbox, P.O. Box 785341, Philadelphia, PA 19178-5341, or to such other address as may be communicated to Sponsor by Magellan from time to time.

3.3 Covered Population. The Base Fee assumes an Employee Count of 250. In the event Sponsor adds Employees located in the State of California, Sponsor will promptly notify Magellan so Magellan can take appropriate measures to ensure compliance with California EAP regulations.

3.4 Fee Adjustments.

3.4.1 Renewals. No later than ninety (90) days prior to the Contract Anniversary Date, Magellan will provide Sponsor with the Service Fees applicable to the next renewal term which will become effective upon entering a new services agreement or renewing this Agreement, as mutually agreed by the parties.

3.4.2 Population Variance. If the Employee Count reported by Sponsor and used to calculate the Base Fee for any billing period varied by ten percent (10%) or more above or below the actual Employee Count for such period or periods, Magellan may adjust the Base Fee in accordance with the new Employee Count as of the effective date of the change in population for a period not to exceed six (6) contract months. As applicable, Sponsor shall pay Magellan the amount of any undisputed underpayment or Magellan shall credit the amount of any overpayment to Sponsor, within thirty (30) days of the resolution of any variation.

3.5 Taxes. Any applicable sales, use, premium, excise or other tax, fee or surcharge imposed on Services provided under this Agreement (“Taxes”) will be paid by Sponsor. Notwithstanding the foregoing, in no event shall Sponsor be liable for any taxes, license fees, or other amounts levied against Magellan that relate to Magellan’s normal business operations, income taxes, gross receipts taxes, or state licensing fees. Sponsor shall indemnify Magellan for any Taxes and any penalties and/or interest thereon paid by Magellan.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for three (3) years beginning on the Effective Date.

4.2 Termination. This Agreement may be terminated as follows:

4.2.1 Material Breach. Either party may terminate for a material breach of the Agreement, other than non-payment of Service Fees, but only if the party seeking to terminate has first given the party in breach

written notice specifying the nature and, so far as then known, the extent of the breach and the action required to correct the breach. The party in breach shall be afforded thirty (30) days (or such additional time as the non-breaching party may reasonably allow, as confirmed in writing) to cure the breach or achieve substantial cure if a complete cure cannot be reasonably effectuated within the designated period. If the breach remains uncured at the expiration of the designated period, the non-breaching party may, at any time that the breach remains uncured thereafter, terminate this Agreement upon five (5) business days' advance written notice.

4.2.2 Non-payment of Fees. Magellan may terminate for a default by Sponsor in its payment obligations under this Agreement unless there is a bona fide dispute regarding the Service Fees due. Provided, Magellan shall not terminate the Agreement for non-payment of undisputed Service Fees unless Sponsor's payment is delinquent for more than thirty (30) days, Sponsor has been duly notified of the delinquency by Magellan, and at least thirty (30) days have elapsed since the date of notification of delinquency. During the period of time from the date of notice to Sponsor of the delinquency through any reinstatement of the Agreement, Magellan shall not be obligated to perform on-site services (e.g., Service Hours, CIR Services), deliver print communications materials to Sponsor, or refer new Participant cases to an EAP Counselor or Virtual Therapy Provider for Sessions (as defined in Addendum A of this Agreement).

4.2.3 Miscellaneous Events. Either party may terminate this Agreement immediately upon written notice to the other party if: (a) the other party engages in fraud or intentional misrepresentation in connection with a decision to enter into this Agreement or fulfill any obligations hereunder, (b) the other party ceases to operate, or (c) the other party becomes legally disqualified to perform, unless such disqualification can be remedied without a disruption in the performance of this Agreement.

4.3 Effect of Termination.

4.3.1 Continuity of Care. Sponsor and Magellan shall cooperate to avoid any interruption in the continuity of care to Participants.

4.3.2 Reports. Provided Sponsor has paid Magellan all undisputed Service Fees due under this Agreement, Magellan shall release to Sponsor all final aggregate utilization reports on the next scheduled report date.

4.3.3 Use of Materials. Sponsor's right to use Magellan proprietary materials furnished during the term of this Agreement, including without limitation, manuals, videotapes, DVDs, employee print communications, and Web site, shall cease upon the effective date of termination. Upon Magellan's request, Sponsor shall return or destroy any such proprietary materials.

4.3.4 Return of Service Fees. Magellan shall, within thirty (30) days of termination, return to Sponsor the pro rata portion, if any, of the Service Fees paid to Magellan which corresponds to any unexpired period for which payment has been received, less any undisputed amount then due Magellan.

5. **OBLIGATIONS OF SPONSOR**

5.1 Sponsor Cooperation. Sponsor agrees to cooperate with Magellan by furnishing accurate information necessary for the delivery of Services hereunder on a timely basis in a form and manner reasonably specified by Magellan.

5.2 Notice of Employee Count. If at any time the actual Employee Count varies from the previously reported Employee Count by ten percent (10%) or more, Sponsor shall provide prompt notice to Magellan of such variation, the effective date of the change, and the revised Employee Count. Sponsor shall bear the risks associated with an

inaccurate Employee Count reported to Magellan, whether such report was made by Sponsor or by a third party on behalf of Sponsor.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. Without limiting the scope or extent of the protection afforded Sponsor for the liabilities assumed by Magellan under this Agreement, Magellan agrees to maintain during the term of this Agreement the following coverages: (a) commercial general liability insurance with limits of liability of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, and (b) managed care errors and omissions insurance with limits of liability of no less than \$5,000,000 per claim and aggregate.

6.2 Indemnification. As allowed by law, each party (the “Indemnifying Party”) agrees to defend and indemnify the other party, its affiliates and their respective officers, directors and employees (the “Indemnified Party”) from any third-party claims, losses, damages, liabilities, or expenses (including court costs and reasonable attorneys’ fees) arising out of or resulting from the breach of this Agreement by the Indemnifying Party or its officers, directors, employees, or agents, but only if the Indemnified Party has not, by act or failure to act, materially jeopardized the position of the Indemnifying Party with respect to the resolution or defense of the claim. Third-party claims include those asserted by regulatory agencies against the Indemnified Party for which Indemnification by the Indemnifying Party would be available under this Agreement. The Indemnified Party must promptly notify the Indemnifying Party upon receipt of notice of any claim or lawsuit and must permit the Indemnifying Party’s authorized attorneys and personnel to handle and control the defense of any such claim or lawsuit. The Indemnified Party agrees to fully cooperate and aid in such defense at its own cost. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, and does not contain any equitable order, judgment or term which in any manner affects, restrains or interferes with the business of the Indemnified Party or any of its respective affiliates.

7. PROPRIETARY INFORMATION

In connection with the performance of Services under this Agreement, each party may disclose to the other certain confidential information concerning the disclosing party’s business, including confidential information that may have been disclosed prior to execution of this Agreement, regardless of whether such information is marked or otherwise designated “confidential” or “proprietary,” and regardless of whether such information is furnished in oral, written, or electronic form (“Proprietary Information”). The parties recognize and agree that any such Proprietary Information shall remain the exclusive property of the disclosing party and shall not be used or disclosed for any purpose other than as contemplated by this Agreement. By disclosing Proprietary Information, neither party shall be deemed to have waived any copyright, trademark or patent right that it, its parent, subsidiary or affiliate, may have. In the event that the receiving party is requested, or required by applicable law, regulation or legal process, to disclose any Proprietary Information of the disclosing party, the receiving party agrees that it will provide the disclosing party with prompt notice of such request or requirement and reasonable cooperation in order to enable the disclosing party to seek an appropriate protective order or take such other steps as it deems reasonably necessary. This section shall not apply to any information which the receiving party can demonstrate (a) was already available to the public at the time of disclosure, or subsequently became available to the public, other than by breach of this Agreement, (b) was available to the receiving party on a nonconfidential basis prior to its disclosure by the disclosing party, (c) becomes available to the receiving party on a nonconfidential basis from a person other than the disclosing party who is not otherwise bound by a confidentiality agreement with the disclosing party, or is otherwise not under an obligation to the disclosing party or any of its representatives not to transmit the information to the receiving party, or (d) was independently developed or discovered by the receiving party.

8. MISCELLANEOUS

8.1 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws and regulations relating to performance under this Agreement, including without limitation, all applicable privacy laws.

Magellan further agrees it will not discriminate against any Participant or applicant for employment because of race, color, religion, gender, national origin, ancestry, marital status, sexual orientation, age, disability or other protected class. Magellan will reasonably accommodate Participants seeking Services.

8.2 Fiduciary Status. To the extent that any Services hereunder are governed by ERISA, Magellan shall be a fiduciary, within the meaning of ERISA, of the applicable group health plan. Such fiduciary status, however, is limited to the responsibilities specified in this Agreement. Magellan is not intended to be and shall not be the plan administrator, within the meaning of ERISA, of such group health plan.

8.3 Status of the Parties. Magellan and Sponsor agree that they are independent contractors and neither Magellan nor Sponsor is the agent of the other, nor is either party authorized to act on behalf of the other in any manner.

8.4 Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any enforceable rights in any Participant, Provider, or other person not a party to this Agreement.

8.5 Survival. Any terms of this Agreement that by their nature extend beyond their expiration or termination shall remain in effect until fulfilled. No confidentiality or indemnification obligation contained in this Agreement shall be affected by expiration or termination of this Agreement. This Agreement shall bind the parties and their legal representatives, successors, heirs and assigns.

8.6 Notices. Unless otherwise provided in this Agreement, all notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently provided if given by personal service or sent by registered, certified or express mail, or reputable overnight courier service with receipt confirmed:

To Magellan: Magellan Healthcare, Inc.
14100 Magellan Plaza Drive
Maryland Heights, MO 63043
Attention: Legal Department

To Sponsor: City of University City
6801 Delmar Boulevard
University City, MO 63130
Attention: Director of Human Resources

From time to time, either party may designate a different name or address for purposes of notice by notice to the other party given in accordance with this paragraph.

8.7 Waiver. The failure of any party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, or to exercise any option conferred in this Agreement, shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms, provisions or options on any future occasion.

8.8 Force Majeure and Excuse of Performance. Neither party shall be liable to the other for damages or monetary penalties of any kind or deemed in default under this Agreement for any failure to perform or delay in performing to the extent that its performance is hindered, delayed, or rendered impossible due to an event or occurrence beyond the reasonable control of the party, and without its fault or negligence, including, without limitation, the breakdown, malfunction or other failure of any external third party telecommunication system or other system or mechanism by which information and data is stored or transmitted.

8.9 Enforceability. The invalidity or unenforceability of any term or provision herein shall in no way affect the validity or enforceability of any other term or provision.

8.10 Entire Agreement. This Agreement, including all attached addenda, represents the entire agreement between the parties and supersedes any and all prior written or oral agreements or understandings related to the subject matter hereof. Notwithstanding the foregoing, this Agreement hereby incorporates any business associate agreement executed by or on behalf of the parties in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”).

8.11 Modification of Agreement. Any modification, alteration, or change to the terms of this Agreement, or any addenda attached hereto, shall be made only by a written agreement duly executed by the parties, subject to the approval of any applicable regulatory authority if required by applicable law or regulation.

8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Magellan and Sponsor have executed this Agreement by their duly authorized representatives.

MAGELLAN HEALTHCARE, INC.

CITY OF UNIVERSITY CITY

By _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM A
STATEMENT OF WORK**

A. EAP Services

1. Definitions.

1.1 Brief Counseling: a problem-focused form of individual or family outpatient counseling that (a) seeks resolution of problems in living (e.g., parenting concerns, emotional stress, marital and family distress, alcohol- and drug-related problems) rather than basic character change, (b) emphasizes counselee skills, strengths and resources, (c) involves setting and maintaining realistic goals that are achievable in a one (1) to five (5) month period, (d) encourages counsees to practice behavior outside the counseling session to promote therapeutic goals, and (e) in which the counselor provides structure, interprets behavior, offers suggestions, and assigns “homework” activities.

1.2 Crisis Consultation: the process of responding to a request for immediate services in order to determine whether an emergency exists and, based on that determination, of making a referral to emergency behavioral health services, to community resources, or to an EAP Counselor or Virtual Therapy Provider. Crisis Consultation includes communication with the person in crisis that is focused on defusing the person’s severe emotional reaction to a situation in order to enable that person to accept the referral and deal with the immediate crisis without causing harm to self or others.

1.3 Critical Incident Response (“CIR”) Services: a response to and consultation in connection with a sudden, unanticipated, traumatic incident or circumstance (e.g., accident, death, threat of violence, natural disaster) that produces a high degree of distress in the affected workplace of Sponsor or an immediate or delayed emotional reaction in Employees, that surpasses normal coping mechanisms.

1.4 EAP Consultant: a licensed behavioral health professional employed by Magellan at its service center to respond telephonically to Participant requests for EAP services.

1.5 EAP Counselor: a psychologist, clinical social worker, marriage family and child counselor, or other professional licensed or certified to deliver behavioral health counseling services under the laws of the state in which he or she practices, who is under contract with Magellan to provide EAP services, and who has (a) training and experience in assessing substance abuse problems and in conducting focused, problem-resolution counseling and (b) at least a master’s level degree in an appropriate field.

1.6 Episode of Care: a continuous course of counseling for a specific problem or set of problems, up to the number of Sessions specified in Section 3.1 of this Addendum A.

1.7 In-person Session: a counseling session of approximately fifty (50) minutes at the office of an EAP Counselor for a Participant individually, or with others, as appropriate for the Participant’s concern.

1.8 Session: an In-person Session or Virtual Therapy counseling session, available to Participants per Section 3.1 at the per problem per year limit prescribed therein.

1.9 Virtual Therapy: a counseling session provided via an alternative modality to In-person Sessions, whether via telephonic conference, video conference, live chat, or text messaging, which shall count toward the Session limit per problem per year at the then-current applicable and appropriate conversion rate (one week of text therapy as verified by the text therapist equaling one Session, one telephonic, video, or live chat session equaling one Session, for example). These will be provided by a Magellan or third party Provider as clinically appropriate and available and delivered via confidential and secure platforms as verified by Magellan and in accordance with applicable law.

2. Magellan Web Site. Magellan will provide Sponsor and Participants with access to its Web site, which includes information on wellness subjects, general health and workplace topics for organizations, interactive self-improvement programs and self-assessment tools, a directory of EAP Counselors and a database of child and elder care providers.

3. Personal Consultation Services.

3.1 EAP Services. Magellan will maintain a toll-free telephone access line 24 hours per day, 7 days per week, for Participants to access EAP services. EAP Consultants will be available through the telephone access line to assess the caller's problem and arrange for appropriate assistance (e.g., provide coaching and/or refer to a benefit program, community resource or other service provider). In addition, EAP Consultants will provide Crisis Counseling. Magellan will link each Participant who requests In-Person Sessions to an EAP Counselor or will alternatively link each Participant who requests and/or prefers Virtual Therapy to his or her available and appropriate options for Virtual Therapy. Magellan will explain all available modalities for EAP services to Participants in linking them with its various options. Sessions will be available by appointment on weekdays, evenings, and Saturdays at the offices of EAP Counselors nationwide for In-person Sessions or via the appropriate platform for Virtual Therapy. The EAP Counselor or Virtual Therapy Provider will assess the Participant's problems and, in accordance with the EAP Counselor or Virtual Therapy Provider's best judgment, provide Brief Counseling and/or refer the Participant to an appropriate treatment provider and/or community resource. Each Participant is eligible for up to eight (8) Sessions per problem per year, as clinically appropriate. Participants may alternate between different Virtual Therapy modalities between Sessions in working toward the Session limit but may not accrue Sessions concurrently with different modalities. As applicable, Participants will have access to EAP services through self-referral, supervisor referral, human resources referral, and mandatory referral.

3.2. Online Chat: Live chat is available to Participants to obtain program information, locate EAP resources and receive assistance or administrative support in utilizing their EAP offerings and related services described herein.

3.3 Run-off Services. For a period of thirty (30) days following termination of this Agreement, Magellan will provide Sessions, so long as Sessions remain available and are clinically appropriate, to those Participants with open routine cases as of the effective date of termination. Any open formal supervisory referrals to the EAP will be transitioned to a successor vendor or other provider as directed by Sponsor.

4. Treatment Compliance Monitoring. Upon request and with the concurrence of the Employee, Magellan will monitor an Employee's compliance with a substance abuse treatment program monthly, as needed, for up to one (1) year.

5. Management Consultation. Upon request, Magellan will provide telephonic consultation services (i) to any supervisor who is considering the referral of an Employee to the EAP, and in the case of a formal, supervisor-referred Employee, remain in regular contact with the referring supervisor regarding work performance issues; (ii) with regard to the management of high-risk situations in which an Employee's personal problems may create a threat of violence in the workplace; and (iii) as appropriate and to the extent authorized by an Employee or permitted by law, on the process required to facilitate an Employee's return to work. In addition, for payment of a Supplemental Fee to be mutually agreed upon, Magellan will provide onsite conflict management consultation in any situation in which two (2) or more Employees experience difficulty in their work relationship. Any advice or recommendations made pursuant to this paragraph is not and shall not be construed as a legal opinion.

6. Orientation. Magellan will provide any reasonably necessary Employee orientations to the EAP upon implementation of EAP services. At Sponsor's option, orientations may be conducted in person at a Sponsor worksite in exchange for an equivalent number of Service Hours (as defined below). All other orientations will be conducted telephonically or via Webinar.

7. Seminars and Related Services. At the request of Sponsor and a minimum of twenty-five (25) business days' advance notice, Magellan will attend Sponsor health fairs or open enrollments and/or provide Magellan's standard employee wellness seminars and supervisor training ("Service Hours") at a mutually agreeable time, date, location, and medium (most often at the Sponsor worksite). Service Hours are available for a Supplemental Fee at the rate indicated on Addendum B. Service Hours do not include non-local travel expenses (*i.e.*, those reasonable expenses in connection with travel in excess of fifty (50) miles or one (1) hour from the office of the Magellan representative to the worksite, charged at Magellan's actual cost), special instructional materials and certain specialized training services, if any. In the event that any service is scheduled and subsequently canceled with less than five (5) business days' notice, Sponsor will be billed or debited as if the scheduled services had been delivered.

8. Critical Incident Response. At the request of Sponsor, Magellan will provide CIR Services to impacted Employees. There is no limitation on the number of incidents for which CIR Services may be requested. Unless otherwise agreed by Magellan and Sponsor, CIR Services shall be delivered at a Sponsor worksite. CIR Services are available for a Supplemental Fee at the rate indicated on Addendum B. In the event that any CIR session is scheduled and subsequently canceled with less than a minimum notice of seventy-two (72) business hours, Sponsor will be charged a cancellation fee in accordance with Addendum B. CIR Services do not include non-local travel expenses (*i.e.*, those reasonable expenses in connection with travel in excess of fifty (50) miles or one (1) hour from the office of the Magellan representative to the Sponsor worksite, at Magellan's actual cost).

9. Employee Communications Program. Magellan will develop a communication plan to promote the EAP using a selection of standard Magellan promotional materials. Sponsor will actively promote the benefits of the EAP to Employees and will seek Magellan's prior review and approval of all employee communications concerning Magellan and/or the Services that are not prepared by Magellan prior to issuing such communications. Sponsor agrees that Magellan's obligation under this section does not include the costs associated with home mailings or notices to Employees or Household Members required by state or federal laws or regulations or any customized promotional materials.

10. Legal Consultation, Financial Wellbeing, and Identity Theft Resolution Services.

(a) Legal Consultation. Services ("Legal Consultation Services") consist of an initial telephonic or in-person consultation with a plan attorney located in the Participant's state of domicile for routine legal needs. During the consultation, a plan attorney will explain the Participant's rights, identify options, and, if needed, recommend a course of action, which may include referral to a different plan attorney. The Participant will choose whether to retain a plan attorney at his or her expense or adopt an alternative plan of action. Participants who elect to retain legal counsel from a plan attorney after the initial consultation will be entitled to a reduction in fees of twenty-five percent (25%) or greater based on the type of legal services rendered from the plan attorney's normal hourly rate and/or fee schedule, as applicable. Participants are entitled to one (1) free initial sixty (60) minute office or telephone consultation with a plan attorney per separate legal matter per Contract Year. Legal Consultation Services do not include services (i) in connection with employment-related matters, (ii) in connection with disputes or proceedings involving Magellan, its subsidiaries, affiliates or customers, a Participant's employer, Magellan's legal and/or financial services vendor(s) or any of its attorneys, or (iii) that are frivolous, harassing, or otherwise involve the violation of ethical rules.

(b) Financial Wellbeing. Services ("Financial Wellbeing Services") include a personalized website with tools, webinars, and content as well as coaching on a variety of financial issues including debt management, basic financial planning and budgeting, insurance, retirement, savings and investments, and family financial issues. Participants are entitled to three (3) free thirty (30) minute telephone coaching sessions per separate financial matter per Contract Year. Financial Wellbeing Services are intended to assist Participants in formulating financial planning strategies and to serve as an information resource and planning tool.

Financial consultants will not advise nor instruct Participants as to any course of action, nor be responsible for any decisions made by Participants about their financial planning.

(c) Identity Theft Resolution. Services (“Identity Theft Resolution Services”) include assistance and guidance in correcting credit reports and restoring credit reputations. Participants are entitled to one (1) free sixty (60) minute consultation per separate identity theft incident per Contract Year with a Fraud Resolution Specialist and a free identity theft emergency response kit per incident. Fraud resolution specialists will not advise nor instruct Participants as to any course of action, nor be responsible for any decisions made by Participants about their identity theft resolution.

11. Work/Life Services. Magellan will provide, or arrange for a third party to provide, telephone consultation, information, education, access to an expanded on-line library of information and tools, and referral services in connection with child care, elder care, parenting issues, children with special needs, schooling and education, teen and young adult issues and adoption assistance, as well as personal convenience services such as pet care, relocation assistance, home or auto repair and improvement, and similar services (“Work/Life Services”). Participants may access Work/Life Services by telephoning the assigned Magellan toll-free telephone number. Work/Life Services are available twenty-four (24) hours per day, seven (7) days per week. When a Participant requests a referral for child care or elder care, a consultant will gather information about the Participant’s dependent care needs and send the Participant a packet of educational materials and a list of no fewer than three (3), to the extent available, licensed, certified or registered dependent care providers with confirmed vacancies matching the Participant’s expressed needs. In all cases, the information about, and description of, a particular information agency, resource organization, placement agency, or direct child care or elder care service provider has been provided by the agency, organization, or direct child care or elder care service provider.

12. Coaching. Accessible by phone or Magellan member website, Magellan shall also offer virtual coaching, which shall consist of individualized, confidential interactions with trained coaches to help set, define, and reach personal growth goals or make changes to improve Participant quality of life and self-improvement. Examples of issues that may be appropriate for coaching include stress, personal improvement, healthy eating, and weight loss. Coaches will work with Participants to determine if their issues are appropriate for coaching, both at the time of initial consultation and throughout the coaching process. Coaching is limited to six (6) sessions per year, or less as deemed appropriate given Participant’s goal, and assuming Participant’s cooperation and progress on their goals, and shall be available from 8AM to 4:30 PM Central, at a minimum, excluding holidays.

13. Digital Emotional Wellbeing Platform. Magellan will provide, via Website and mobile application, Sponsor and Participants access to the Digital Emotional Wellbeing Platform, which is an application that provides Participant wellness activities through personalized self-guided tools, content, and videos. The Digital Emotional Wellbeing Platform is designed to help Participants reduce stress, manage depression, control anxiety, increase mindfulness, and much more, through the following key features:

- Interactive, self-paced programs matched to Participant preferences
- Personalized support to help Participants maximize growth
- Access to in-the-moment tools for coping in daily situations
- Participant self-monitoring to track mood, sleep, stress, and goals
- Core focus areas including anxiety, depression, balancing emotions, and trauma
- Evidence-based approaches including mindfulness, cognitive behavioral therapy, and positive psychology
- Interactive Participant activities

14. DOT/SAP Services. Magellan will maintain a network of qualified Substance Abuse Professionals (“SAP”), as such term is defined by U.S. Department of Transportation regulations set forth at 49 CFR Part 40, Subpart O. Upon referral from Sponsor of an Employee with a report of substance abuse whose job is safety-sensitive or otherwise subject to DOT regulations, Magellan will refer the Employee to a SAP for appropriate assessment and

evaluation of the Employee's use of drugs and/or alcohol. The results of the assessment and any education, treatment, follow-up testing and after-care recommendations will be reported to Sponsor by the SAP in accordance with established procedures, which at all times shall comply with applicable DOT regulations. DOT/SAP Services are available at the rate indicated in Addendum B.

15. Commencement and Termination of Coverage. The eligibility of an Employee for Services under this Agreement shall commence on the first day of his or her employment by Sponsor (or such other time as specified by Sponsor) on or after the Effective Date. A Household Member shall commence eligibility on the later of the date he or she becomes a Household Member and the date on which the Employee becomes eligible. The eligibility of an Employee for Services under the Agreement shall terminate on the earlier of (i) the last day of the month following the month of his or her termination of employment by Sponsor, or, if Employee is a COBRA beneficiary, the last day of his or her continuation coverage under COBRA or (ii) termination of the Agreement. Household Members shall remain eligible for Services until the eligibility of the Employee related to them ceases or until they cease to be Household Members, whichever occurs first. Notwithstanding, each Participant will be entitled to receive the full number of Sessions identified in Section 3.1 of this Addendum A for an identified problem, as clinically appropriate, if he or she has scheduled an appointment with an EAP Counselor or Virtual Therapy Provider for that problem prior to the last date of eligibility as specified in this section. Magellan reserves the right to terminate the eligibility of any Participant, without right of reinstatement, for fraud or deception in the use of Services or for knowingly permitting such fraud or deception by another. Any such termination will be effective on the date Magellan mails notice of cancellation, unless the notice specifies a later date. Magellan will not terminate the eligibility of any Participant because of his or her health status or use of the EAP. A Participant does not have the right to renew his or her eligibility for Services under this Agreement once his or her relationship (employment or otherwise) to Sponsor is terminated. A Participant's right to receive Services is determined solely by this Agreement.

16. Exclusions. The EAP services provided hereunder do not include any of the following:

- (a) Evaluations required by any state or federal judicial officer or other governmental official or agency mandating that a Participant undergo counseling;
- (b) Court-mandated counseling and evaluations or recommendations to be used in child custody proceedings, child abuse proceedings, criminal proceedings, workers' compensation proceedings, or any legal actions of any kind;
- (c) Evaluations for fitness for duty determinations or excuses for leaves of absence or time off;
- (d) Medical care, including services for a condition that requires psychiatric treatment (for example, a psychosis);
- (e) Inpatient treatment;
- (f) Services by Providers who are not part of Magellan's EAP Counselor network or contracted as a Virtual Therapy provider;
- (g) Group counseling;
- (h) Sessions that were not accessed through Magellan (either through the toll-free telephone access line or the on-line self-referral service) for the particular Episode of Care;
- (i) Psychological, psychiatric, neurological, educational, or IQ testing;
- (j) Remedial and social skills education services, such as evaluation or treatment of learning disabilities, learning disorders, academic skill disorders, language disorders, mental retardation, motor skill disorders, or communication disorders; behavioral training; cognitive rehabilitation;
- (k) Medication or medication management;
- (l) Examinations and diagnostic services in connection with obtaining employment or a particular employment assignment, admission to or continuing in school, securing any kind of license (including professional licenses), or obtaining any kind of insurance coverage;
- (m) Testimony, creation of records, or other services in connection with legal proceedings;
- (n) Guidance on workplace issues when the Participant sues, or threatens to sue, Sponsor;
- (o) Acupuncture;

- (p) Biofeedback or hypnotherapy; and
- (q) Services to permit individuals to fulfill any group health plan prerequisite that EAP services be utilized prior to behavioral health services becoming available.

17. Choice of Providers. Participants may select an EAP Counselor or Virtual Therapy Provider identified by Magellan telephonically or through the online referral service on Magellan's member website. Magellan has no obligation to provide or arrange for EAP services by any person who is not an EAP Consultant or EAP Counselor or Provider contracted by Magellan or its vendors to provide Virtual Therapy.

18. Financial Responsibility. Participants have no financial responsibility in connection with EAP services provided under this Agreement. However, fees for professional services provided by resources other than Magellan or EAP Counselors or Virtual Therapy Providers, including, but not limited to, the retention of lawyers, financial consultants, dependent care providers, or other professional or service providers, will be the responsibility of the Participant and/or his or her group health plan or other benefit programs, as applicable.

B. Administrative Services

1. Account Management. Magellan will designate a member of its account management staff to act as a liaison to Sponsor and to respond to questions, resolve service delivery issues, facilitate consultation on behavioral health topics and provide advice on the effective use of services. All account management services will be delivered telephonically unless otherwise mutually agreed upon by the parties.

2. Reporting. Magellan will offer a comprehensive set of standard reports annually. Reports provided by Magellan will include aggregate Sponsor data and will comply with applicable laws regarding confidential information.

C. Limited Liability and Warranties

Magellan warrants that it and its third party vendors will make every effort to ensure the accuracy of the information or the appropriateness of any service or product provided to Participants. Referrals given by Magellan to Participants for elder or child care, legal, identity theft, or financial consultation services or other community services are not endorsements or recommendations for the referred programs or providers. The responsibility for selecting and engaging such providers lies solely with the Participant. Vendors and such other providers are not and shall not be deemed agents of Magellan or Sponsor.

D. Suspension of Services

Magellan reserves the right to suspend or terminate access to Legal Consultation Services, Financial Wellbeing Services, Identity Theft Resolution Services, Work/Life Services, Coaching, the Digital Emotional Wellbeing Platform, and/or Virtual Therapy upon ninety (90) days' written notice if, in Magellan's judgment, such services cease to be available on commercially reasonable terms. If Magellan elects to suspend or terminate any such services, the remaining provisions of this Agreement will remain in full force and effect, except that Magellan will adjust its Service Fees pro rata to reflect the suspension or termination of these services.

**ADDENDUM B
FEE SCHEDULE**

Base Fee

1-8 Session EAP (including all Services per Addendum A)	\$10,000.00
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Supplemental Fees

Service Hours	\$250.00 per hour plus non-local travel costs (per Addendum A)
CIR Services	\$250.00 per hour plus non-local travel costs (per Addendum A)
CIR Cancellation Fee	\$250.00 per hour
DOT/SAP Services	\$750.00 per case

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	NB20240226-01
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SUBJECT/TITLE:
Resolution for 2024 St. Louis County Waste Reduction Grant.

PREPARED BY: John L. Wagner, Director	DEPARTMENT / WARD Planning & Development / All
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AGENDA SECTION: New Business Res 2024-03	CAN ITEM BE RESCHEDULED? yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:
City Manager recommends approval.

FISCAL IMPACT:
The budgeted costs for the event are \$14,147.60 to cover advertising, personnel, and recycling fees. No City match funds are required, other than in-kind personnel time from the Senior Planner. The City will be fully reimbursed for all expenses through the grant.

AMOUNT: \$0	ACCOUNT No.:
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FROM FUND:	TO FUND:
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EXPLANATION:
The City of University City plans to apply for funds through the St. Louis County Department of Health to execute an electronics recycling event and a separate document shredding event as a service to its citizens.

STAFF COMMENTS AND BACKGROUND INFORMATION:
The Department of Planning and Development, with direction from the Green Practices Commission, is managing the grant application and planning the two 2024 events. The budgeted costs for the events are \$14,147.60 to cover advertising, personnel, and recycling fees. No City match funds are required.

The City hosted a combined electronics recycling and document shredding event in September 2023, for which \$15,000 was budgeted, and the actual costs were \$8,040. The City met all reporting requirements for the grant and was successfully reimbursed for the full \$8,040. In 2024, we are requesting funding for two separate events - an electronics recycling event on Sunday, April 14 from 12-3pm and a document shredding event in conjunction with the community yard sale on Saturday, September 14 (time TBD). Having two separate events increases costs, which is why we are budgeting more this year than what the actual expenses were in 2023

CIP No.	
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RELATED ITEMS / ATTACHMENTS:
Draft Resolution 2024-03

LIST CITY COUNCIL GOALS (5):
Improved Infrastructure, Community Quality of Life

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: February 26, 2024
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RESOLUTION 2024-03

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR AN ELECTRONICS RECYCLING AND DOCUMENT SHREDDING GRANT FROM THE SAINT LOUIS COUNTY WASTE REDUCTION GRANT PROGRAM.

WHEREAS, the Saint Louis County Department of Public Health, Waste Management Program, has made funds available through the 2024 Saint Louis County Waste Reduction Grant Program to municipalities to host community recycling events, including electronics recycling and document shredding at municipal venues; and

WHEREAS, the City of University City, Missouri (City) has a long history of promoting recycling and waste diversion programs in the community, including a successful electronics recycling and document shredding event in September 2023; and

WHEREAS, the City desires to host an electronics recycling collection event and a separate document shredding event but needs funding for it.

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

1. The City Council authorizes and supports the submission by the City of an application to the Saint Louis County Department of Health, Waste Management Program, for grant funds in the amount of \$14,147.60 available through the 2024 Saint Louis County Waste Reduction Grant Program to host electronics recycling and document shredding events in the City.
2. The City is committed to gaining cooperation and input from residents to support the grant project; and providing all data pertinent to the grant project to measure its success.
3. The City Council hereby authorizes the City Manager to sign and execute the contract accepting grant funds from the Saint Louis County Department of Public Health, Waste Management Program, if awarded to the City.

PASSED and ADOPTED this 26th day of February, 2024.

Mayor

ATTEST

City Clerk