

**PUBLIC AGENDA NOTES  
MAPLEWOOD CITY COUNCIL MEETING  
TUESDAY, MARCH 27, 2018  
7:30 P.M.**

The following is a brief description of the agenda items for Tuesday, March 27, 2018:

ITEM NO. 9, is a resolution approving a pole sign permit for Jerni Auto Mall located at 7212 Manchester. A new owner is now operating the used car lot at this location. The Design and Review Board approved the proposed pole sign at their March 8, 2018 board meeting.

ITEM NO. 10, Bill 6086 is an ordinance keeping the total number of liquor licenses by the drink the city is allowed to issue but rearranging the number of licenses available for non-restaurant establishments and restaurant establishments. The revised ordinance would allow 40% or 16 licenses to be issued for non-restaurants which is an increase of 4 over the present number and 24 liquor licenses could be issued for restaurants which is an increase of 7 over the present number. The bill has been read two times and tabled and is now ready for final Council action.

ITEM NO. 11, Bill 6087 is an ordinance authorizing the City Manager to execute a contract with St. Louis County Missouri acting for the St. Louis County Emergency Communications Commission for the Next Generation 9-1-1 Service. All cities participating in 9-1-1 service are required to execute this contract. The new system is capable of handling additional data such as video, text messaging and enhanced locational routing of calls. The bill has been read two times and tabled and is now ready for final Council action.

**AGENDA**  
**MAPLEWOOD CITY COUNCIL MEETING**  
**TUESDAY, MARCH 27, 2018**  
**7:30 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Motion to Excuse Councilperson
5. Approval of the Council Agenda
6. Public Forum
7. Announcements
8. Approval of the March 13, 2018 City Council meeting minutes
9. A Resolution of the City Council of the City of Maplewood, Missouri granting a pole sign permit to Jerni Auto Mall at 7212 Manchester.
10. Bill 6086 an Ordinance of the City Council of the City of Maplewood, Missouri, amending Ordinance 5573, as amended, by amending Chapter 8, Alcoholic Beverages, Article 2, Division 2, Section 8-69, Number of intoxicating liquor licenses limited.
11. Bill 6087 an Ordinance of the City Council of the City of Maplewood, Missouri authorizing the City Manager to execute a contract with St. Louis County Missouri acting for the St. Louis County Emergency Communications Commission for Next Generation 9-1-1 Service.
12. Council Communication
13. Mayor's Report
14. City Attorney's Report
15. City Manager's Report
16. Motion to hold a Closed Session, if needed, to discuss matters relating to litigation, legal actions and/or communication from the City Attorney as provided for in Section 610.021(1)RSMO. and/or specifications for competitive bidding under Section 610.021(11) and/or sealed bids and related documents and sealed proposals and related documents under Section 610.021(11) and/or personnel matters under Section 610.021(13)RSMO. and/or employee matters under Section 610.021(3)RSMO. and/or real estate matters under Section 610.021(2)RSMO. and/or documents related to a negotiated contract under Section 610.021(12)RSMO.
17. Adjournment

March 13, 2018

The March 13, 2018 City Council meeting was called to order at 7:30 p.m., Mayor Barry Greenberg presiding.

ON ROLL CALL, the following members were present: Mayor Greenberg, Councilmember Crader, Councilmember Dunn, Councilmember Faulkingham, Councilmember Schmidt and Councilmember Wood.

MOTION TO EXCUSE COUNCILPERSON: No need.

APPROVAL OF THE COUNCIL AGENDA: Councilmember Wood motioned to approve the Council agenda, duly seconded by Councilmember Crader, which motion received the approval of the Council.

PUBLIC FORUM: Jeannine Beck, Mid County Chamber, talked about upcoming Chamber programs including the Public Works recognition luncheon, the First Responder dinner and the mix and mingle gathering next Wednesday.

ANNOUNCEMENTS: City Manager Corcoran passed out "Shout Out to Public Works" comment cards and asked for the Council's remarks for the good job the public works department has done. The cards will be displayed at the luncheon honoring the city's Public Works Department on March 22, 2018.

APPROVAL OF THE FEBRUARY 27, 2018 CITY COUNCIL MEETING MINUTES: Councilmember Wood motioned to approve, duly seconded by Councilmember Dunn, which motion received the approval of the Council.

**R18-7, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO SUBMIT A PARK PLANNING GRANT APPLICATION TO THE ST. LOUIS COUNTY MUNICIPAL PARK GRANT COMMISSION** was introduced. It was moved by Councilmember Wood, duly seconded by Councilmember Dunn to approve the resolution which motion received the following roll call vote: Ayes, members Crader, Dunn, Faulkingham, Mayor Greenberg, Schmidt and Wood. Nays, none.

**BILL 6086, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, BY AMENDING CHAPTER 8, ALCOHOLIC BEVERAGES, ARTICLE 2, DIVISION 2, SECTION 8-69, NUMBER OF INTOXICATING LIQUOR LICENSES LIMITED** was given its first reading. It was moved by Councilmember Wood, duly seconded by Councilmember Dunn, that Bill No. 6086 be moved to its second reading, which motion received the majority approval; by voice vote, of the Council.

On its second reading, it was moved by Councilmember Wood, duly seconded by Councilmember Dunn that Bill No. 6086 be passed to its third and final reading, which motion received the majority approval of the Council.

**BILL 6087**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ST. LOUIS COUNTY MISSOURI ACTING FOR THE ST. LOUIS COUNTY EMERGENCY COMMUNICATIONS COMMISSION FOR NEXT GENERATION 9-1-1 SERVICE was given its first reading. It was moved by Councilmember Wood, duly seconded by Councilmember Dunn, that Bill No. 6087 be moved to its second reading, which motion received the majority approval; by voice vote, of the Council.

On its second reading, it was moved by Councilmember Wood, duly seconded by Councilmember Dunn, that Bill No. 6087 be passed to its third and final reading, which motion received the majority approval of the Council.

COUNCIL COMMUNICATION: None.

MAYOR'S REPORT: No report.

CITY ATTORNEY'S REPORT: No report.

CITY MANAGER'S REPORT: No report.

MOTION TO HOLD A CLOSED SESSION, IF NEEDED, TO DISCUSS MATTERS RELATING TO LITIGATION, LEGAL ACTIONS AND/OR COMMUNICATION FROM THE CITY ATTORNEY AS PROVIDED FOR IN SECTION 610.021(1)RSMO. AND/OR SPECIFICATIONS FOR COMPETITIVE BIDDING UNDER SECTION 610.021(11) AND/OR SEALED BIDS AND RELATED DOCUMENTS AND SEALED PROPOSALS AND RELATED DOCUMENTS UNDER SECTION 610.021(11) AND/OR PERSONNEL MATTERS UNDER SECTION 610.021(13)RSMO. AND/OR EMPLOYEE MATTERS UNDER SECTION 610.021(3)RSMO. AND/OR REAL ESTATE MATTERS UNDER SECTION 610.021(2)RSMO. AND/OR DOCUMENTS RELATED TO A NEGOTIATED CONTRACT UNDER SECTION 610.021(12)RSMO: No need.

There being no further business before the Council, the meeting adjourned at 7:42 p.m.

# INTEROFFICE MEMORANDUM

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To: Martin J. Corcoran, City Manager  
From: Brian M. Herr, Building Official/Fire Marshal  
Date: March 20, 2018  
Subject: Jerni Auto Mall Pole Sign

The Design Review Board met on March 8, 2018 and reviewed and approved a submittal to modify an existing pole sign for Jerni Auto Mall located at 7212 Manchester Rd.. The proposed sign will be illuminated with a white acrylic sign face with a blue and black logo mounted to an existing light pole. The previous car dealership had a sign mounted in the same location. The existing sign is 13'-8" to the top of a 4' x 4' non-illuminated sign panel. The proposed sign will be no higher than the building with a 36" x 18" sign cabinet. The proposed pole sign modifications comply with the Maplewood sign code requirements.

Brian M. Herr  
Building Official/Fire Marshal

# Pole sign for Jerni Auto Mall located at 7212 Manchester Rd.

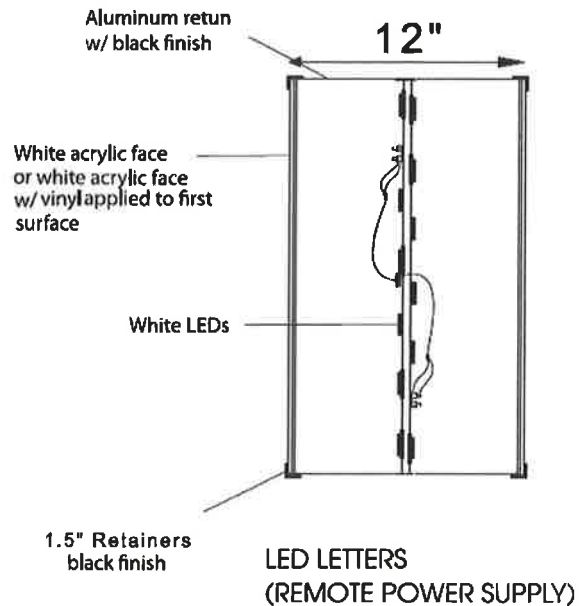
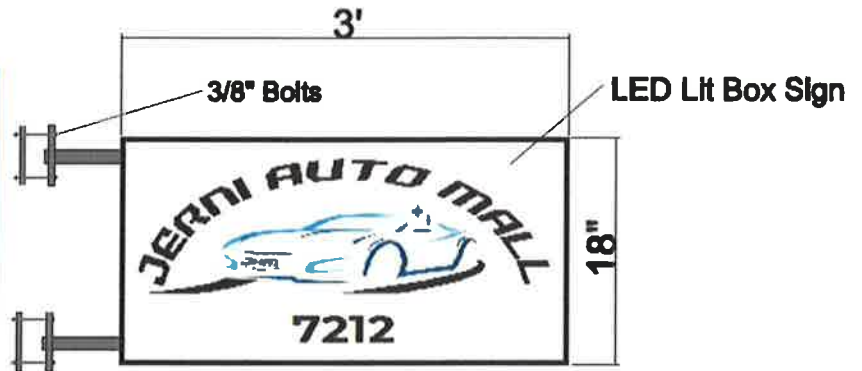
Applicant: Charles Jernigan business owner

Building Description: Car dealership

Project Description: The applicant is seeking approval of an illuminated pole sign

Staff Recommendation: The Staff has reviewed the application and determined that the area of the proposed sign complies with the city ordinance. Pole signs require City Council approval prior to issuing a permit

Attachments: Photos and specifications



**RESOLUTION**

**R18-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, GRANTING A POLE SIGN PERMIT TO JERNI AUTO MALL AT 7212 MANCHESTER.

WHEREAS, Jerni Auto Mall has requested a pole sign at 7212 Manchester; and

WHEREAS, the proposed pole sign complies with the sign code regulations for pole signs and has been recommended for approval by the Design & Review Board at their March 8, 2018 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: The City Council determines that the proposed pole sign:

1. Will not cause traffic hazards.
2. Will not diminish or impair property values within the neighborhood.
3. Will not adversely affect the public health, safety, order, convenience or general welfare of the community.
4. Is consistent with and not injurious to the character of the neighborhood.
5. Meets the height, size and location regulations in the sign code;

AND HEREBY GRANTS permission to Jerni Auto Mall to erect a pole sign at 7212 Manchester as proposed in its application and approved by the Design and Review Board.

Passed this        day of        , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

Approved this        day of        , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, BY AMENDING CHAPTER 8, ALCOHOLIC BEVERAGES, ARTICLE 2, DIVISION 2, SECTION 8-69, NUMBER OF INTOXICATING LIQUOR LICENSES LIMITED.

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

Section I. Ordinance 5573, the Maplewood Code of Ordinances, as amended, is hereby amended by amending Chapter 8, Alcoholic Beverages, Article 2, Division 2, Section 8-69, Number of Intoxicating Liquor Licenses Limited, Paragraph A, to read as follows:

No more than one license to sell intoxicating liquor by the drink for consumption on the premises where sold in the city shall be granted for every 200 inhabitants of the city or any fractional part thereof. No more than 40% of the above described licenses shall be issued to establishments which do not meet the following criteria:

- (1) is licensed as a restaurant
- (2) derives over 50% of their income from the sale of food
- (3) has dining room seating exclusive of any separate bar area seating for 40 or more patrons.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this      day of

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

Approved this      day of

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ST. LOUIS COUNTY MISSOURI ACTING FOR THE ST. LOUIS COUNTY EMERGENCY COMMUNICATIONS COMMISSION FOR NEXT GENERATION 9-1-1 SERVICE.

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

Section I. The City Manager is hereby authorized to execute a contract between St. Louis County Missouri acting for the St. Louis County Emergency Communications Commission and the City of Maplewood to provide Next Generation 9-1-1 Service.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this    day of                    , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

Approved this    day of                    , 2018

\_\_\_\_\_  
Barry Greenberg, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, Deputy City Clerk

## CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE

THIS CONTRACT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between ST. LOUIS COUNTY, MISSOURI, acting for the St. Louis County Emergency Communications Commission, hereinafter referred to as "ECC"; and \_\_\_\_\_, hereinafter referred to as "PARTICIPANT";

Public Safety Answering Point(s) utilized by PARTICIPANT: (ex. "Central County 911 for Fire, STLCOPD for Police") \_\_\_\_\_

WHEREAS, ECC has entered into a contract with General Dynamics Information Technology ("GDIT") to design, provision, install, test and cutover a county-wide Next Generation 9-1-1 (NG9-1-1) ("System"), to include six years of maintenance and support services ("GDIT Contract");

WHEREAS, ECC, through a State of Missouri cooperative contract, has acquired the services of CTS Language Link to provide telephone interpreter services ("Language Interpreter Service") in conjunction with the operation of the St. Louis County 9-1-1 system;

WHEREAS, as the ECC transitions to the Next Generation 9-1-1 platform, it will become capable of providing certain Next Generation 9-1-1 services to the locations used by public safety agencies for answering emergency telephone calls which originate in the St. Louis County area. These locations are known as Public Safety Answering Points ("PSAPs"). In particular, the ECC will be able to route 9-1-1 calls to the correct PSAP and provide corresponding location information via an Emergency Services IP Network (ESInet);

WHEREAS, in 1979 St. Louis County entered into cooperative contracts with the various governmental entities participating in the Emergency 9-1-1 System throughout St. Louis County ("Prior Contracts");

WHEREAS, it is mutually beneficial to ECC and PARTICIPANT to supplement and amend the Prior Contracts with this contract specifying the terms and conditions under which the installation and operation of Next Generation 9-1-1 will occur; and

WHEREAS, PARTICIPANT is authorized to enter into this Contract by Ordinance No. \_\_\_\_\_ and ECC is authorized to enter into this Contract by Ordinance No. 9432 (1979).

NOW, THEREFORE, the parties agree as follows:

1. ECC hereby grants PARTICIPANT permission to use the System, after it is installed, tested and accepted, and the Language Interpreter Service subject to the following:
  - a. PARTICIPANT shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Contract, which shall control).

- b. PARTICIPANT shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations.

2. Except as otherwise provided herein, the ECC shall be responsible for paying GDIT for its services pursuant to the GDIT Contract. The ECC has the sole authority to amend or modify the GDIT Contract and to authorize and order all additions, deletions and alternations to the System. Should PARTICIPANT desire that ECC purchase additional NG9-1-1 equipment, network components or circuits on PARTICIPANT's behalf, PARTICIPANT shall sign an addendum to this Agreement that specifically identifies the additional equipment and the costs associated with it. PARTICIPANT shall be responsible for paying the actual costs of such equipment, including any associated costs for installing, maintaining, repairing, extended warranty and/or upgrading such equipment. ECC and PARTICIPANT agree that the provisions of this Agreement will apply to all such additional installations, which shall always be owned by the ECC.

3. PARTICIPANT agrees to permit the installation of the necessary NG9-1-1 equipment, network components, and circuits and will make such other equipment installations, changes and answering point modifications in sufficient time to permit system testing and training of dispatchers within the time frames established by the ECC. All such equipment, network components and circuits shall always be owned by the ECC and shall not be a fixture of the PSAP. Upon termination of this Agreement, ECC shall be permitted, at ECC's option, to remove the equipment, network components and circuits provided that such removal does not materially damage PARTICIPANT's property and ECC agrees to return PARTICIPANT's property back to its original condition. PARTICIPANT will not permit any third party to use the equipment, network components or circuits for any purpose. PARTICIPANT shall not transfer, sell, give or otherwise dispose of any of the equipment, network components or circuits without the written consent of the ECC.

4. During the term of this Agreement, ECC may purchase additional NG9-1-1 equipment, network components, and circuits for installation at the PSAPS. ECC and PARTICIPANT agree that the provisions of this Agreement will apply to all such additional installations. PARTICIPANT understands and agrees that it will be primarily responsible for funding and procuring additional NG9-1-1 equipment, network components and circuits (including supporting equipment) in the event of growth of its individual programs or change in location(s) of PARTICIPANT's designated PSAPs. PARTICIPANT agrees it generally must fund any cost differences for additional features or substitutions that it requests.

5. PARTICIPANT hereby authorizes the ECC to amend or modify St. Louis County's contracts with Southwestern Bell and/or AT&T to accomplish the transition to Next Generation 9-1-1, including, without limitation, changing the number of 911 emergency trunks, adding new answering points, relocating or eliminating an answering point, and making system-wide changes of a technological nature to upgrade system performance. PARTICIPANT further authorizes ECC to provide certain Next Generation 9-1-1 services to PARTICIPANT's designated PSAPs at such time as the ECC, in its sole discretion, determines that it is ready and willing to provide such services and to act on PARTICIPANT's behalf to make any applications,

agreements, designations and/or requests necessary to enable ECC to provide the following Next Generation 911 Services to PARTICIPANT's designated PSAPs.

The ECC intends to provide, at a minimum;

- a) An Emergency Services IP Network (ESInet) between each PSAP, data center, and other remote sites as needed for monitoring and system operation.
- b) Redundant data centers and network design in order to deliver a High Availability (HA) system configured to support NG9-1-1 services.
- c) Centralized call taker system serving each PSAP with NG9-1-1 caller information.
- d) Local recording of P25 radio and 9-1-1 audio traffic with system redundancy.
- e) The ability to accept and handle SMS (aka texting) emergency request, to implement priority/alternative call routing, to transfer 9-1-1 voice and data elements to PSAPs within St. Louis County and adjoining counties, and to integrate NENA i3 compliant services where applicable.
- f) Real time continuous, end-to-end monitoring of NG9-1-1 system health, security, and quality of the ESInet and NG9-1-1 applications.

6. All notices pursuant to this Contract shall be in writing and shall be given in the manner and at the addresses specified below.

ECC:  
Director of Emergency Communications  
Karabas Communications Center  
1150 Hanna Road  
Ballwin, Missouri 63021  
Fax: 314-615-9580

With a copy to:  
County Counselor  
St. Louis County Government Center  
41 S. Central Ave.  
Clayton, MO 63105  
Fax: 314-615-3732

PARTICIPANT:

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

With a copy to:

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

7. The term of this contract shall commence on the date set forth above and terminate on December 31, 2018. This Contract shall be automatically renewed from year to year unless either party serves on the other party written notice of its intent to terminate the Contract at least thirty (30) days prior to the end of any one year term.

8. Either party may terminate this Contract with or without cause at any time by serving the other party with ninety (90) days written notice thereof.

9. At its sole discretion, which will be reviewed by the ECC on a yearly basis, the ECC will provide Language Interpreter Service to St. Louis County PSAPs, subject to ECC Policy 17-12, which is attached hereto as Exhibit A and incorporated by reference.

10. Except as otherwise provided herein, all terms and conditions of the Prior Contracts shall remain in full force and effect.

ST. LOUIS COUNTY

\_\_\_\_\_  
County Executive

Attest:

\_\_\_\_\_  
Administrative Director

Approved as to legal form:

\_\_\_\_\_  
County Counselor

Approved:

\_\_\_\_\_  
Risk and Insurance Manager

Approved:

\_\_\_\_\_  
Accounting Officer

PARTICIPANT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_ [name], \_\_\_\_\_ [title] of \_\_\_\_\_ [Participant], known to me to be the person who executed the foregoing agreement in behalf of said Participant and acknowledged to me that he or she executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Notary Public

My commission expires: