

## **PUBLIC NOTICE**

### **CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI REGULAR MEETING OF THE BOARD OF ALDERMEN THURSDAY, JUNE 16, 2022 7:30PM**

**Notice is hereby given that the City of Bellefontaine Neighbors (“City”) will hold a regularly scheduled board of Aldermen meeting on Thursday, June 16, 2022 at 7:30 p.m. live at City Hall, 9641 Bellefontaine Road, Bellefontaine Neighbors, MO 63137.**

Persons interested in making their views known on any matter will be able to speak during the meeting under “Public Comments”. In addition, anyone may send an email with their comments to the City Clerk pro tem at [jmantych@cityofbn.com](mailto:jmantych@cityofbn.com) no later than Thursday, June 16, 2022 by 12:00pm. All comments received by email will be entered into the public record and publicly read as time allows. All emailed comments will also be distributed to the entire Board at or before the meeting.

**REGULAR BOARD MEETING  
THURSDAY – JUNE 16, 2022 -7:30PM**

**BELLEFONTAINE NEIGHBORS MAYOR AND BOARD OF ALDERPERSONS  
WILL CONVENE FOR THE ABOVE REFERENCED MEETING AT CITY HALL BOARD ROOM**

**AGENDA**

1. CALL MEETING TO ORDER
2. PLEDGE OF ALEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. MEETING OPEN TO PUBLIC: (With a 3-minute time limit)
6. APPROVAL OF INVOICES OVER \$500 – JUNE 1 – JUNE 14, 2021
7. CITY COLLECTOR REPORT
8. CITY ENGINEER
9. CITY INSPECTOR REPORT
10. COMMISSION AND BOARD REPORTS
  - A. PLANNING & ZONING COMMISSION
11. CHIEF OF POLICE
12. CITY ATTORNEY
13. UNFINISHED BUSINESS
  - A. MAYOR’S VETO MESSAGE REGARDING BILL NO. 2618 – AN ORDINANCE UPDATING THE PAY PLAN AND COMPENSATION FOR CERTAIN EMPLOYEES IN THE CLASSIFIED SERVICE OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AND REPEALING OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH
  - B. BOARD VOTE - SHALL THE BILL PASS, THE OBJECTIONS OF THE MAYOR THERETO NOTWITHSTANDING
14. NEW BUSINESS
  - A. BILL NO. 2630 AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CORNERSTONE STABLES, LLC D/B/A COWBOY CRITTERS – ALDERWOMAN DAILES
  - B. BILL NO. 2631 AN ORDINANCE AUTHORIZING A HOLD HARMLESS AGREEMENT WITH NORTHSIDE JUMPERS, LLC
  - C. DISCUSSION OF 2021-2022 BUDGET AND 2022-2023 BUDGET
  - D. BILL NO. 2632 AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ROGNAN & ASSOCIATES
  - E. BILL NO. 2633 AN ORDINANCE AMENDING SECTION 18-13(b) OF CHAPTER 18 MUNICIPAL COURT OF THE CODE OF ORDINANCES OF THE CITYOF BELLEFONTAINE NEIGHBORS, MISSOURI RELATING TO ISSUANCE OF ADMINISTRATIVE SEARCH WARRANTS BY THE MUNICIPAL COURT AND ENFORCEMENT OF PUBLIC HEALTH AND SAFETY ORDINANCES
17. REPORT OF MAYOR
18. REPORT OF ALDERMEN
19. MEETING OPEN TO PUBLIC: (With a 3-minute time limit)
20. ADJOURNMENT

NOTICE IS HEREBY GIVEN THAT ON THE 16TH DAY OF JUNE, 2022 SUBJECT TO A MOTION DULY MADE AND ADOPTED, THE BOARD OF ALDERPERSONS MAY HOLD A CLOSED MEETING FOR THE PURPOSE OF DISCUSSING MATTERS RELATING TO ONE OR MORE OF THE FOLLOWING: LEGAL ACTIONS, CAUSES OF ACTION, LITIGATION OR PRIVILEGED COMMUNICATIONS BETWEEN THE CITY’S REPRESENTATIVES AND ITS ATTORNEYS (SEC. 610.021(1));

LEASE, PURCHASE OR SALE OF REAL ESTATE (SEC. 610.021(2)); HIRING, FIRING DISCIPLINING OR PROMOTING EMPLOYEES (SEC. 610.021(3)); PREPARATION FOR NEGOTIATIONS WITH EMPLOYEE GROUPS (SEC. 610.021(9)); BIDDING SPECIFICATIONS (SEC. 610.021(11)); AND/OR PROPRIETARY TECHNOLOGICAL MATERIALS (SEC. 610.021(15)).

THIS AGENDA WITH PUBLIC NOTICE OF THE BOARD OF ALDERPERSON'S REGULAR MEETING ON JUNE 16, 2022 WAS POSTED ON JUNE 15, 2022 AT 5:00PM IN BELLEFONTAINE NEIGHBORS CITY HALL (FRONT DOOR) AND ON THE CITY'S WEBPAGE AT [www.cityofbn.com](http://www.cityofbn.com). FOR A COPY, CONTACT THE CITY CLERK'S OFFICE.

COPIES OF THIS NOTICE MAY BE OBTAINED BY CONTACTING: JUDY MANTYCH, CITY CLERK pro tem  
CITY OF BELLEFONTAINE NEIGHBORS - 9641 BELLEFONTAINE ROAD - ST. LOUIS, MO. 63137 - (314) 867-0076.

9:23 AM  
06/14/22

# BELLEFONTAINE NEIGHBORS Check Detail

June 1 - '14, 2022

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	44851	06/08/2022	A GRAPHIC RESOURCE, INC.	1003.4 · OPERATING ACCT-NEW	
Bill	INV # 122055	06/07/2022		5513 · OFFICE	-2,665.33
Bill	INV # 122055	06/07/2022		5053 · NEWSPAPER FUND	-1,332.67
					<u>-3,998.00</u>
Bill Pmt -Check	44870	06/08/2022	DON RUSH CONTRACTING CO.	1003.4 · OPERATING ACCT-NEW	
Bill	INV # 088-1822	06/07/2022		1050 · DUE FROM SEWER FUND	-1,850.00
					<u>-1,850.00</u>
Bill Pmt -Check	44872	06/08/2022	DRURY SERVICES LLC	1003.4 · OPERATING ACCT-NEW	
Bill	INV # 1534	06/07/2022		5330 · CAPITAL EXPENSE	-1,650.00
Bill	INV # 1544	06/07/2022		5330 · CAPITAL EXPENSE	-1,900.00
Bill	INV # 1533	06/07/2022		5330 · CAPITAL EXPENSE	-1,650.00
					<u>-5,200.00</u>
Bill Pmt -Check	44876	06/08/2022	GOEDECKE COMPANY	1003.4 · OPERATING ACCT-NEW	
Bill	INV # 838989	06/07/2022		5530 · CAPITAL EXPENSE	-300.48
Bill	INV # 838718	06/07/2022		5530 · CAPITAL EXPENSE	-418.97
Bill	INV # 839188	06/07/2022		5530 · CAPITAL EXPENSE	-85.16
					<u>-804.61</u>
Bill Pmt -Check	44878	06/08/2022	JAN-PRO OF ST. LOUIS	1003.4 · OPERATING ACCT-NEW	
Bill	INV # 111340	06/07/2022		5045 · CLEANING	-659.00
					<u>-659.00</u>
Bill Pmt -Check	44884	06/08/2022	NEW FRONTIER MATERIALS	1003.4 · OPERATING ACCT-NEW	



9:23 AM  
06/14/22

### BELLEFONTAINE NEIGHBORS

#### Check Detail

June 1 - 14, 2022

Bill	INV # 12855250	06/07/2022	5625 · ASPHALT-CONCRETE	-266.99	
Bill	INV # 12854784	06/07/2022	5625 · ASPHALT-CONCRETE	-535.75	
Bill	INV # 12854293	06/07/2022	5625 · ASPHALT-CONCRETE	-235.87	
				<hr/>	
				-1,038.61	
Bill Pmt -Check	44897	06/08/2022	WHITE COLEMAN & ASSOCIATES, LLC	1003.4 · OPERATING ACCT-NEW	
Bill	INV # 27562	06/07/2022	5043 · LEGAL FEES-REG		
					<hr/>
					-7,418.00
					<hr/>
					-7,418.00
Bill Pmt -Check	44901	06/14/2022	RELIABLE AUTOMOTIVE	1003.4 · OPERATING ACCT-NEW	
Bill		06/13/2022	5330 · CAPITAL EXPENSE		
					<hr/>
					-6,289.24
					<hr/>
					-6,289.24
					<hr/>
					-6,289.24
TOTAL		8			

9:23 AM  
06/14/22

**BELLEFONTAINE NEIGHBORS**  
**Check Detail**  
June 1 - 14, 2022

<u>Original Amount</u>	
-3,998.00	
2,665.33	
<u>1,332.67</u>	
3,998.00	
-1,850.00	
<u>1,850.00</u>	
1,850.00	
-5,200.00	
1,650.00	
1,900.00	
<u>1,650.00</u>	
5,200.00	
-804.61	
300.48	
418.97	
<u>85.16</u>	
804.61	
-659.00	
<u>659.00</u>	
659.00	
<u>-1,038.61</u>	

9:23 AM  
06/14/22

**BELLEFONTAINE NEIGHBORS**  
**Check Detail**  
June 1 - 14, 2022

266.99
535.75
<u>235.87</u>
1,038.61
-7,418.00
<u>7,418.00</u>
7,418.00
-6,289.24
<u>6,289.24</u>
6,289.24
<u>\$27,257.46</u>



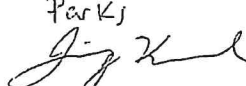
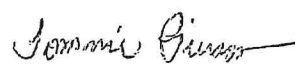
A Graphic Resource, Inc.  
WBE CERTIFIED

# INVOICE

INVOICE NO: 122055  
PAYMENT DUE: Net 30 Days  
AGR FILE NO: 22428-M

SOLD TO: City of Bellefontaine Neighbors ATTN: Accounts Payable 9641 Bellefontaine Road St. Louis County, MO 63137		SHIP TO: 4,521 Mailed 5/6/22 479 Shipped to Jimmy Kirincich: 9641 Bellefontaine Road St. Louis County, MO 63137	
--	--	---	--

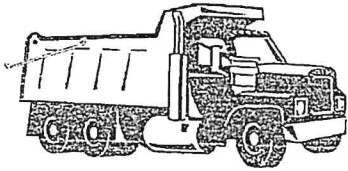
ACCOUNT	SLS	PURCHASE ORDER NO.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
C282	132		5/6/22	Net 30 Days	6/1/22	1

INVOICE DESCRIPTION	EXTENDED PRICE
DESCRIPTION: Bellefontaine Neighbors Newsletter and Activity Guide ISSUE: Summer 2022 QTY: 5M @ \$3,998.00  <i>6/1/22</i> <i>Parks</i>   <i>Parks - \$2,665.33 # 5513</i> <i>Admin - \$1,332.67 # 5053</i> 	3,998.00
<b>For Your Next Promotional Event - Visit AGR'S Promotional Product Website</b> Featuring over 150,000 items at <a href="http://www.agraphicresource.com">www.agraphicresource.com</a> A WBE Certified Corporation	

Please Remit to:  
**A GRAPHIC RESOURCE, INC**  
8330 WATSON ROAD, SUITE 110 • ST. LOUIS, MISSOURI 63119  
(314) 729-1600 • 800-500-4110 • FAX (314) 729-1616 • [agraphic@earthlink.net](mailto:agraphic@earthlink.net)

Subject to Terms and Conditions on both sides of this Invoice.

SALES AMOUNT	3,998.00
SALES TAX	
<b>Please Pay This Amount</b>	<b>\$3,998.00</b>



RECEIVED  
 JUN 01 2022  
 BY: .....



**DON RUSH CONTRACTING INC**

5147 Auriesville Ln Hazelwood MO 63042

314-291-0830 Fax 314-291-3140

Date May 31, 2022

City of Bellefontaine Neighbors  
 Dept of Public Works  
 9641 Bellefontaine Road  
 St Louis MO 63137

**Job Address:**

9252 Longridge Drive  
 Lateral Project # 1822

Excavated and repaired broken sewer line in street per City of Bellefontaine Neighbors Sewer Lateral Repair Program  
 St Louis County Permit # 22 DRN - 01186

ONE THOUSAND, EIGHT HUNDRED, FIFTY-----Dollars \$ 1,850.00

RECEIVED BY ✓  
 CITY OF BELLEFONTAINE NEIGHBORS  
 DATE: 4/3/22  
 FOR: [Signature] DEPT  
 APPROVED  
 FOR PAYMENT: [Signature]  
 AMOUNT \$ 1,850.00

Acct # 1050

# Invoice

# INV-1534

Balance Due  
\$1,650.00



Drury Tree Service  
4393 Austin Pass Drive

Saint Charles Missouri 63304  
U.S.A

RECEIVED BY ✓	
CITY OF BELLEFONTAINE NEIGHBORS	
DATE: 4/16/22	
FOR: STCWE	DEPT
APPROVED	
FOR PAYMENT	
AMOUNT: \$1,650.00	

ACT # 5330

Bill To  
Bellefontaine Neighbors  
City of Bellefontaine Neighbors

Invoice Date : 19 Apr 2022  
Terms : Due on Receipt  
Due Date : 19 Apr 2022

#	Item & Description	Qty	Rate	Amount
1	Oak tree removal easement @ 1027 Fontaine	1.00	1,650.00	1,650.00
Sub Total				1,650.00
Total				\$1,650.00
Balance Due				\$1,650.00

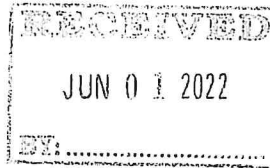
## Notes

Thanks for your business! Please rate us on Angie's List or Google!

Payment Options

## Terms & Conditions

Payment Due Upon Receipt. 1.5% will be added if payment is not received within 30 days, minimum \$10 fee.  
Please write checks to Drury Services LLC  
Credit Card Option available via emailed invoice



# Invoice

# INV-1544

Balance Due  
**\$1,900.00**



**Drury Tree Service**  
4393 Austin Pass Drive

Saint Charles Missouri 63304  
U.S.A

Invoice Date : 31 May 2022

Terms : Due on Receipt

Due Date : 31 May 2022

Bill To  
**Bellefontaine Neighbors**  
City of Bellefontaine Neighbors

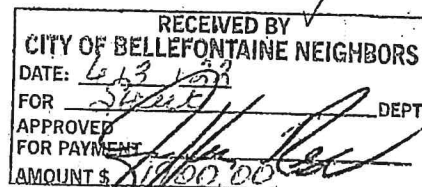
#	Item & Description	Qty	Rate	Amount
1	Dead Oak Tree Removal @1115 Bliss	1.00	1,900.00	1,900.00
			Sub Total	1,900.00
			<b>Total</b>	<b>\$1,900.00</b>
			<b>Balance Due</b>	<b>\$1,900.00</b>

### Notes

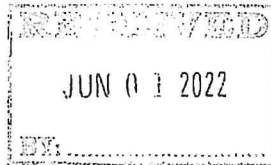
Thanks for your business! Please rate us on Angie's List or Google!

### Terms & Conditions

Payment Due Upon Receipt. 1.5% will be added if payment is not received within 30 days, minimum \$10 fee.  
Please write checks to Drury Services LLC  
Credit Card Option available via emailed invoice



Acct # 5330



# Invoice

# INV-1533

Balance Due  
\$1,650.00



**Drury Tree Service**  
4393 Austin Pass Drive

Saint Charles Missouri 63304  
U.S.A

**Bill To**  
**Bellefontaine Neighbors**  
City of Bellefontaine Neighbors

Invoice Date : 19 Apr 2022  
Terms : Due on Receipt  
Due Date : 19 Apr 2022

#	Item & Description	Qty	Rate	Amount
1	Oak Tree Removal easement @ 1200 Estoria	1.00	1,650.00	1,650.00
Sub Total				1,650.00
Total				\$1,650.00
Balance Due				\$1,650.00

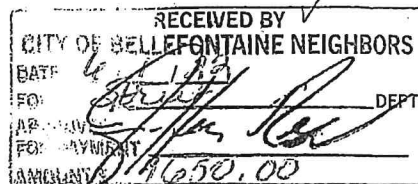
### Notes

Thanks for your business! Please rate us on Angie's List or Google!

Payment Options

### Terms & Conditions

Payment Due Upon Receipt. 1.5% will be added if payment is not received within 30 days, minimum \$10 fee.  
Please write checks to Drury Services LLC  
Credit Card Option available via emailed invoice



Acct # 5330



8000 Hall St. Bldg 6  
ST. LOUIS, MO 63147

# GOEDECKE

CONSTRUCTION EQUIPMENT AND SUPPLIES

BUILDING  
VALUE  
BUILDING  
TOGETHER

**RECEIVED**  
MAY 06 2022  
BY: .....

**INVOICE**  
**838989**

4/27/2022  
PAGE 1 of 1  
CUSTOMER 5113  
ORDER # 327268

MDG2022 00000015 01

**CITY OF BELLEFONTAINE**  
9641 BELLEFONTAINE RD  
BELLEFONTAINE MO 63137

**SHIP TO**  
8000 Hall Street  
Building #6  
Saint Louis MO 63147-2819



REFERENCE NO.	ORIGINAL / LAST SHIP DATE	SLSP	TERMS	TAXCODE	LOCATION	SHIP VIA
PARKS	4/25/2022	55 Amy Benedick	Net 30	AVATAX	ST LOUIS, MO	Customer Pick Up
PRODUCT CODE	DESCRIPTION	QTY	SERIAL NUMBERS	UNIT	PRICE	EXTENSION
VU45SSLLI	VULKEM 45 SSL LIMESTONE 12 per case	12			\$21.29	\$255.48
GE100	1/2" BACKER ROD CLOSED CELL 1 ROLL 2500LF PER CTN	200			\$0.06	\$12.00
GE107	3/4" BACKER ROD CLOSED CELL 1100/CTN	300			\$0.11	\$33.00

**RECEIVED BY**  
**CITY OF BELLEFONTAINE NEIGHBORS**  
DATE: 5/10/22  
FOR PERC DEPT  
APPROVED FOR PAYMENT [Signature]  
AMOUNT \$ 300.48

5303.7 Per Remic (5530)

REMIT TO  
VERNON L. GOEDECKE COMPANY, INC.  
Drawer #2597  
PO Box 5935  
TROY, MI 48007-5935

MERCHANDISE	TAX	FREIGHT	PAID	TOTAL
\$300.48	\$0.00	\$0.00	\$0.00	\$300.48

TERMS 1.5% PER MONTH SERVICE CHARGE ON PAST DUE AMOUNTS.

GO PAPERLESS!

Visit our website at [www.GoedeckeOnline.com](http://www.GoedeckeOnline.com) today. Click the "Go Paperless" button to sign up for electronic invoices and statements!

- ST. LOUIS, MO: 8000 Hall St Bldg 6, ST LOUIS, MO 63147, (314)652-1810
- COLUMBIA, MO: 7000 B LENOIR RD BLVD, COLUMBIA, MO 65201, (573)499-9144
- SPRINGFIELD, MO: 3230 EAST TALLAGE ST, SPRINGFIELD, MO 65803, (417)864-8877
- EVANSVILLE, IN: 5124 N OLD DOORVILLE HWY, EVANSVILLE, IN 47715, (812)421-9633
- DECATUR, IL: 4250 ROUTE 10 NORTH, DECATUR, IL 62526, (217)875-3601
- KANSAS CITY, KS: 1413 OSAGE AVE, KANSAS CITY, KS 64105, (913)621-1284
- OMAHA, NE: 526 CROWN POINT AVE, OMAHA, NE 68110, (402)359-1756

8000 Hall St. Bldg 6  
ST. LOUIS, MO 63147

# GOEDECKE

CONSTRUCTION EQUIPMENT AND SUPPLIES

BUILDING  
VALUE  
BUILDING  
TOGETHER

RECEIVED  
MAY 06 2022  
BY: .....

INVOICE  
838718

4/22/2022

PAGE 1 of 1  
CUSTOMER 5113  
ORDER # 327089

MDG2022 00000036 01



CITY OF BELLEFONTAINE  
9641 BELLEFONTAINE RD  
BELLEFONTAINE MO 63137

SHIP TO  
8000 Hall Street  
Building #6  
Saint Louis MO 63147-2819

REFERENCE NO.	ORIGINAL / LAST SHIP DATE	SLSL	TERMS	TAXCODE	LOCATION	SHIP VIA
PARKS	4/21/2022	55 Amy Benedick	Net 30	AVATAX	ST LOUIS, MO	Customer Pick Up
PRODUCT CODE	DESCRIPTION	QTY	SERIAL NUMBERS	UNIT	PRICE	EXTENSION
VU45SSLLI	VULKEM 45 SSL LIMESTONE 12 per case	17			\$21.29	\$361.93
A2B12Q	QUART CTG GUN 12:1 RATIO	2			\$27.02	\$54.04
GE100	1/2" BACKER ROD CLOSED CELL 1 ROLL 2500LF PER CTN	50			\$0.06	\$3.00

RECEIVED BY  
CITY OF BELLEFONTAINE NEIGHBORS  
DATE: 5/12/22  
FOR:          DEPT  
APPROVED FOR PAYMENT:           
AMOUNT \$ 8418.77

5303.7 Outdoor Pad Repair  
(65530)



REMIT TO  
VERNON L. GOEDECKE COMPANY, INC.  
Drawer #2597  
PO Box 5935  
TROY, MI 48007-5935

MERCHANDISE	TAX	FREIGHT	PAID	TOTAL
\$418.97	\$0.00	\$0.00	\$0.00	\$418.97

TERMS 1.5% PER MONTH SERVICE CHARGE ON PAST DUE AMOUNTS. GO PAPERLESS!

Visit our website at [www.GoedeckeOnline.com](http://www.GoedeckeOnline.com) today. Click the "Go Paperless" button to sign up for electronic invoices and statements!

ST. LOUIS, MO  
8000 Hall St. Bldg 6  
ST. LOUIS, MO 63147  
(314)652-1810

COLUMBIA, MO  
3235 B LEMOUE IND BLVD  
COLUMBIA, MO 65201  
(573)499-9144

SPRINGFIELD, MO  
2520 EAST TALLING ST  
SPRINGFIELD, MO 65803  
(417)864-8877

EVANSVILLE, IN  
5121 B OLD BOONVILLE HWY  
EVANSVILLE, IN 47715  
(812)421-9633

DECATUR, IL  
4250 ROUTE 48 NORTH  
DECATUR, IL 62520  
(217)875-3601

KANSAS CITY, KS  
1313 OSAGE AVE  
KANSAS CITY, KS 66105  
(913)621-1284

OMAHA, NE  
525 CROWN POINT AVE  
OMAHA, NE 68110  
(402)359-1756

8000 Hall St. Bldg 6  
ST. LOUIS, MO 63147

# GOEDECKE

CONSTRUCTION EQUIPMENT AND SUPPLIES

BUILDING  
VALUE  
BUILDING  
TOGETHER

**RECEIVED INVOICE**  
MAY 10 2022  
839188  
BY: \_\_\_\_\_  
4/29/2022

MDG2022 0000032 01

PAGE 1 of 1  
CUSTOMER 5113  
ORDER # 327499



CITY OF BELLEFONTAINE  
9641 BELLEFONTAINE RD  
BELLEFONTAINE MO 63137

SHIP TO  
8000 Hall Street  
Building #6  
Saint Louis MO 63147-2819

REFERENCE NO.	ORIGINAL / LAST SHIP DATE	SLSP	TERMS	TAXCODE	LOCATION	SHIP VIA
PARKS	4/27/2022	55 Amy Benedick	Net 30	AVATAX	ST LOUIS, MO	Customer Pick Up
PRODUCT CODE	DESCRIPTION	QTY	SERIAL NUMBERS	UNIT	PRICE	EXTENSION
VU45SSLLI	VULKEM 45 SSL LIMESTONE 12 per case	4			\$21.29	\$85.16

RECEIVED BY  
CITY OF BELLEFONTAINE NEIGHBORS  
DATE: 5/17/22  
FOR: Parks DEPT  
APPROVED FOR PAYMENT: [Signature]  
AMOUNT \$ 85.16

5303.7 Paid [Signature] (5530)



REMIT TO  
VERNON L. GOEDECKE COMPANY, INC.  
Drawer #2597  
PO Box 5935  
TROY, MI 48007-5935

MERCHANDISE	TAX	FREIGHT	PAID	TOTAL
\$85.16	\$0.00	\$0.00	\$0.00	\$85.16

TERMS 1.5% PER MONTH  
SERVICE CHARGE ON PAST DUE  
AMOUNTS.

GO PAPERLESS!

Visit our website at [www.GoedeckeOnline.com](http://www.GoedeckeOnline.com) today. Click the "Go Paperless" button to sign up for electronic invoices and statements!

ST. LOUIS, MO  
8000 Hall St Bldg 6  
ST. LOUIS, MO 63147  
(314)652-1810

COLUMBIA, MO  
3100 D LENOHE IND BLVD  
COLUMBIA, MO 65201  
(573)499-9144

SPRINGFIELD, MO  
3130 EAST PALMACE ST  
SPRINGFIELD, MO 65803  
(417)864-8877

EVANSVILLE, IN  
5104 D OLD BOONVILLE HWY  
EVANSVILLE, IN 47716  
(812)421-9633

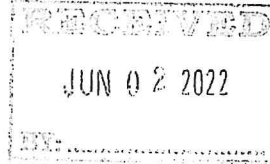
DECATUR, IL  
4200 ROUTE 40 NORTH  
DECATUR, IL 62526  
(217)875-3601

KANSAS CITY, KS  
1410 OSAGE AVE  
KANSAS CITY, KS 64105  
(913)621-1284

OMAHA, NE  
528 CROWN POINT AVE  
OMAHA, NE 68110  
(402)359-1756

# JAN-PRO of St. Louis

233 Millwell Drive  
Maryland Heights, MO 63043  
314-989-9997



# Invoice

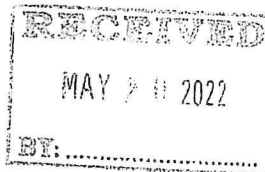
Date	Invoice #
6/1/2022	111340

Bill To
Bellefontaine City Hall Attn: Lori Lenz 9641 Bellefontaine Rd St. Louis, MO 63137

Please Remit Payment To:
JAN-PRO of St Louis ATTN: Accounts Receivable 233 Millwell Drive Maryland Heights, MO 63043

Invoices are generated on the first for the current month's service.  
Questions about billing? Call or email the following:  
Gina Medlock @ (314)989-9997.  
gina.medlock@janprosl.com

Description	Rate	Terms	
		Amount	
FEE FOR JANITORIAL SERVICE: Month of June 2022	659.00	659.00	
Bellefontaine City Hall 9641 Bellefontaine Rd St. Louis, MO 63137			
Billing on behalf of franchisee, Anthony Stephens			
<table border="1"> <tr> <td>RECEIVED BY ✓ CITY OF BELLEFONTAINE NEIGHBORS DATE: <u>6/2/22</u> FOR: <u>Hanna</u> DEPT APPROVED: <u>Jimmie Pinner</u> FOR PAYMENT AMOUNT \$: <u>659.00</u> ACCT # 5045</td> </tr> </table>			RECEIVED BY ✓ CITY OF BELLEFONTAINE NEIGHBORS DATE: <u>6/2/22</u> FOR: <u>Hanna</u> DEPT APPROVED: <u>Jimmie Pinner</u> FOR PAYMENT AMOUNT \$: <u>659.00</u> ACCT # 5045
RECEIVED BY ✓ CITY OF BELLEFONTAINE NEIGHBORS DATE: <u>6/2/22</u> FOR: <u>Hanna</u> DEPT APPROVED: <u>Jimmie Pinner</u> FOR PAYMENT AMOUNT \$: <u>659.00</u> ACCT # 5045			
Thank you for your business.	<b>Total</b>	\$659.00	
	<b>Payments/Credits</b>	\$0.00	
	<b>Balance Due</b>	\$659.00	



Invoice: 12555250

Page 1 of 1

Date: 5/12/2022

Terms: Net 30 Days

52182

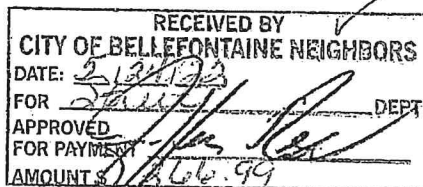
BELLEFONTAINE CITY  
NEIGHBORS  
9641 BELLEFONTAINE  
BELLEFONTAINE , MO 63137

Job Description:

MAT-A  
STREET REPAIR

00007845-SO

Ticket	Date	Location	Product	Quantity	---Material---		---Freight---		Tax Amount	Total
					Rate	Amount	Rate	Amount		
42943905	5/12/2022	20201	207	3.01	88.70	266.99	0.00	0.00	0.00	266.99
Subtotal COML HMA (PG64-22)				3.01	Ton	\$266.99		\$0.00	\$ 0.00	\$266.99



ACC #5623

Invoice Total	3.01	Ton	\$266.99	0.00	\$ 0.00	\$266.99
---------------	------	-----	----------	------	---------	----------

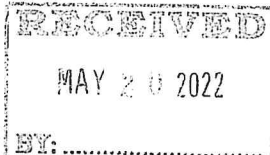
Invoice Deductions or Changes should be requested PRIOR to payment.  
Send all Tax Certificates or Lien Waiver forms to the email listed below.

Check Remittance:

NFM Buyer LLC  
PO Box 773188  
Chicago, IL 60677-3188

SOLD TO: 52182  
INVOICE DATE: 5/12/2022  
INVOICE NO: 12555250  
AMOUNT: \$ 266.99

billing@newfrontiermaterials.com (314) 473-3434 FAX (314) 344-0970  
Main Office: 2300 Creve Coeur Mill Rd Maryland Heights, MO 63043

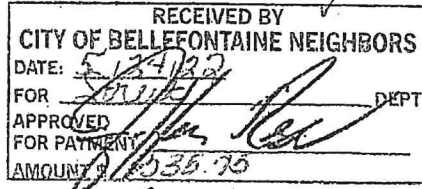


Invoice: 12554784  
 Page 1 of 1  
 Date: 5/11/2022  
 Terms: Net 30 Days

52182  
 BELLEFONTAINE CITY  
 NEIGHBORS  
 9641 BELLEFONTAINE  
 BELLEFONTAINE, MO 63137

Job Description:  
 MAT-A  
 HARPER  
 00007845-SO

Ticket	Date	Location	Product	Quantity	Material		Freight		Tax Amount	Total
					Rate	Amount	Rate	Amount		
42943802	5/11/2022	20201	207	3.01	88.70	266.99	0.00	0.00	0.00	266.99
42943839	5/11/2022	20201	207	3.03	88.70	268.76	0.00	0.00	0.00	268.76
Subtotal COML HMA (PG64-22)				6.04	Ton	\$535.75		\$0.00	\$ 0.00	\$535.75



ACU# 5625

Invoice Total 6.04 Ton \$535.75 0.00 \$ 0.00 \$535.75

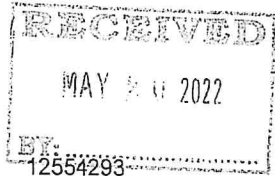
Invoice Deductions or Changes should be requested PRIOR to payment.  
 Send all Tax Certificates or Lien Waiver forms to the email listed below.

Check Remittance:

NFM Buyer LLC  
 PO Box 773188  
 Chicago, IL 60677-3188

SOLD TO: 52182  
 INVOICE DATE: 5/11/2022  
 INVOICE NO: 12554784  
 AMOUNT: \$ 535.75

billing@newfrontiermaterials.com (314) 473-3434 FAX (314) 344-0970  
 Main Office: 2300 Creve Coeur Mill Rd Maryland Heights, MO 63043



Invoice: 12554293

Page 1 of 1

Date: 5/10/2022

Terms: Net 30 Days

52182

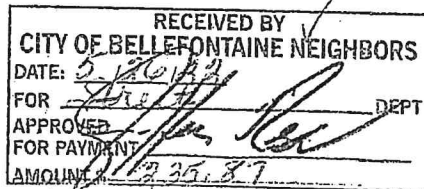
BELLEFONTAINE CITY  
NEIGHBORS  
9641 BELLEFONTAINE  
BELLEFONTAINE, MO 63137

Job Description:

MAT-A  
PATCHING

00007845-SO

Ticket	Date	Location	Product	Quantity	Material		Freight		Tax Amount	Total
					Rate	Amount	Rate	Amount		
42943716	5/10/2022	20201	251	2.06	114.50	235.87	0.00	0.00	0.00	235.87
Subtotal EZ STREET CMA				2.06	Ton	\$235.87		\$0.00	\$ 0.00	\$235.87



Acc # 5625

Invoice Total	2.06	Ton	\$235.87	0.00	\$ 0.00	\$235.87
---------------	------	-----	----------	------	---------	----------

Invoice Deductions or Changes should be requested PRIOR to payment.  
Send all Tax Certificates or Lien Waiver forms to the email listed below.

Check Remittance:

NFM Buyer LLC  
PO Box 773188  
Chicago, IL 60677-3188

SOLD TO: 52182  
INVOICE DATE: 5/10/2022  
INVOICE NO: 12554293  
AMOUNT: \$ 235.87

billing@newfrontiermaterials.com (314) 473-3434 FAX (314) 344-0970  
Main Office: 2300 Creve Coeur Mill Rd Maryland Heights, MO 63043

**WHITE COLEMAN & ASSOCIATES, LLC**

ATTORNEYS AT LAW

500 NORTH BROADWAY, SUITE 1300  
SAINT LOUIS, MISSOURI 63102-2125  
E-MAIL: WHITECOLEMAN@WHITECOLEMAN.NET

(314) 621-7676 OFFICE

(314) 621-0959 FACSIMILE

RECEIVED  
MAY 31 2022  
BY: .....

May 27, 2022

Ms. Lori Lenz  
City of Bellefontaine Neighbors  
9641 Bellefontaine Road  
St. Louis, MO 63137

Re: Professional Services Rendered  
Invoice No. 27562

Dear Ms. Lenz:

Enclosed herewith is our above referenced statement/invoice in the amount of \$7,418.00 for professional services rendered for the period ending February 28, 2022, for the following matters:

General Matters:	\$6718.00
Board Meetings	\$ 700.00
<b>Total:</b>	<b>\$7,418.00</b>

We received the City's later payments which will be reflected in our Firm's subsequent statements/invoices for services rendered. Therefore, the total amount due is **\$7,418.00**.

Please feel free to contact me directly should you have any questions regarding this statement. We appreciate the opportunity to serve the City's legal needs.

Very truly yours,

*Dorothy White-Coleman*  
Dorothy White-Coleman

DWC/sd  
Enclosure

cc. Mayor Tommie Pierson

RECEIVED BY ✓	
CITY OF BELLEFONTAINE NEIGHBORS	
DATE:	5/31/22
FOR:	Adm. DEPT
APPROVED FOR PAYMENT:	<i>Tommie Pierson</i>
AMOUNT \$:	7418.00

ACC # 5043



# White Coleman & Associates, LLC

ATTORNEYS AT LAW

500 North Broadway - Suite 1300

St. Louis, Missouri 63102-2101

(314) 621-7676 Telephone

(314) 621-0959 Facsimile

May 27, 2022

City of Bellefontaine Neighbors  
Mayor Tommie Pierson  
9641 Bellefontaine Road  
St. Louis, MO 63137

Invoice No. 27562

## STATEMENT

FOR PROFESSIONAL SERVICES RENDERED:

General Matters

		<u>HRS/RATE</u>	<u>AMOUNT</u>
2/1/2022	DWC Revised contract for Frontenac Engineering; telephone call to J. Mantych regarding contract for Frontenac Engineering and ordinance for same; Reviewed e-mail from P. Barrett regarding additional revisions to contract for Frontenac Engineering; Telephone call to P. Barrett to discuss same; Conference with S. McFarland regarding follow up on same; Prepared e-mail to J. Mantych and P. Barrett regarding same; Reviewed e-mail from J. Kirincich regarding ordinance and contract for Frontenac Engineering; Reviewed e-mail from J. Mantych to J. Howe regarding liquor licenses; Reviewed Judgment in Meroli's Property Group v. McElroy; Reviewed proposed Judgment in Racer Realty, LLC v. S. rush; Reviewed Court Order regarding filing of response/ Bailey Price Realty v. E. Kawarteng, et. al.	1.60 275.00/HR	440.00
	SM Reviewed e-mail from P. Barrett regarding proposed revision to Frontenac Engineering Contract; Prepared revisions after reviewing Municipal Parks Grant; Revised drafts of Frontenac Engineering Contract, Notice of Award, Notice to Proceed, Lien Waiver and Releases of Claimant.	2.20 190.00/HR	418.00
2/3/2022	DWC Reviewed e-mail from Chief Ihler regarding E. Partee; Conference with S. McFarland regarding follow up on same; Prepared e-mail to Chief Ihler and A. Gray regarding follow up required on request.	0.30 275.00/HR	82.50

		<u>HRS/RATE</u>	<u>AMOUNT</u>
2/3/2022	SM Reviewed files regarding E. Partee litigation; Reviewed files regarding research regarding Board approval of liquor licenses; Reviewed files regarding research concerning impeachment of elected officials.	1.50 190.00/HR	285.00
2/4/2022	DWC Reviewed e-mail from A. Gray regarding E. Partee; Prepared response to same; Conference with S. McFarland regarding incorporation of City's new anti-discrimination provision into contract for Frontenac Engineering; Prepared e-mail to Board regarding revised contract for Frontenac Engineering; Reviewed C. Scheidker file; Prepared e-mail to Z. Brand regarding Scheidker discovery; Reviewed Court notice regarding certified copy Merolis Property Group v. McElroy.	1.20 275.00/HR	330.00
	SM Prepared revisions to Frontenac Engineering Contract regarding anti-discrimination provision.	0.50 190.00/HR	95.00
2/7/2022	DWC Reviewed e-mail from Alderwoman Avant-Elliott regarding State Audit; Prepared response to same; Reviewed response from Alderwoman Avant-Elliott regarding sample resolutions; Prepared response to same; Reviewed e-mail from Z. Brand regarding follow up on Scheidker.	0.30 275.00/HR	82.50
	SM Conference with D. White-Coleman regarding e-mail from Alderwoman Avant-Elliott regarding request for audit by State Auditor; Researched same.	0.40 190.00/HR	76.00
2/8/2022	DWC Legal review and analysis with S. McFarland regarding request for State Audit; Prepared ordinance regarding same; Prepared e-mail to Alderwoman Avant-Elliott regarding same; Reviewed e-mail from J. Howe regarding notification to Gateway Market of denial of liquor license; Prepared draft letter regarding same; Prepared e-mail to J. Howe regarding same; Reviewed Court filing regarding Merolis Property Group v. McElroy, et al.	0.90 275.00/HR	247.50
	SM Research regarding audit request to state auditor; Telephone conference with Mary of State Auditor's office to confirm procedures for requesting State audit.	1.40 190.00/HR	266.00
2/9/2022	SM Reviewed and revised draft Ordinance regarding modification of Section 5-54 of City Code regarding fences.	0.30 190.00/HR	57.00
2/10/2022	DWC Revised draft ordinance regarding residential fences; Prepared e-mail to Alderman J. Carroll regarding same; Prepared e-mail to Chief Ihler regarding follow up on M. Harlan; Prepared e-mail to Chief Ihler regarding follow up on Sunshine Law request from Post-Dispatch.	0.50 275.00/HR	137.50
	SM Continued drafting Ordinance for modification of Section 5-54 regarding fences.	1.80 190.00/HR	342.00
2/11/2022	DWC Telephone conference with Mayor Pierson regarding various City matters; Reviewed files; Prepared e-mail to Mayor Pierson regarding follow up on Scheidker supplemental discovery; Reviewed request for records and service/Racer Realty, LLC v. M. Merriman.	0.60 275.00/HR	165.00

		<u>HRS/RATE</u>	<u>AMOUNT</u>
2/14/2022	DWC Prepared e-mail to Chief Ihler regarding response to St. Louis Post-Dispatch Sunshine Law request; Telephone call from Chief Ihler regarding same and request regarding M. Harlan; Revised supplemental response to St. Louis Post-Dispatch Sunshine Law request to City; Reviewed order from Court regarding Taxing of Costs/Racer Realty LLC v. S. Rush.	0.50 275.00/HR	137.50
2/15/2022	DWC Reviewed Notice of Service/Bailey Pride Realty, et al. v. E. Kawarteng; Reviewed e-mail from Chief Ihler regarding records request for photographs of officers; Legal review and analysis of same with S. McFarland; Reviewed Court filing regarding certified copies/Racer Realty LLC v. S. Rush, et al;	0.80 275.00/HR	220.00
	SM Reviewed e-mail from Chief Ihler regarding Sunshine Law request regarding commissioned officers; Reviewed Missouri Sunshine Law, Section 610.021, et al. regarding same; prepared response to Sunshine Law request regarding M. Harlan.	1.40 190.00/HR	266.00
2/16/2022	DWC Telephone call to Chief Ihler regarding discussion of personnel information protected from disclosure; Revised response to Sunshine Law request from M. Wallis regarding M. Harlan; Reviewed e-mail from J. Mantych regarding Sunshine Law request; from C. Brown, Jerry Kelly Heating and Air Conditioning, Inc., regarding mechanical permits; Prepared e-mail to J. Mantych regarding same.	0.80 275.00/HR	220.00
	SM Revised Response to Sunshine Law request regarding M. Harlan; Telephone conference with Chief Ihler regarding Sunshine Law request for information regarding commissioned officers.	0.70 190.00/HR	133.00
2/21/2022	DWC Reviewed Motion for Service by Publication/Bailey Price Realty, et al, v. E. Kawarteng, et al; Reviewed e-mail from P. Barrett regarding CUP for Lewis/9308 Lewis & Clark; Legal review and analysis of same with S. McFarland.	0.40 275.00/HR	110.00
	SM Began preparation of response to Sunshine Law request from Jerry Kelly Heating & Air Conditioning.	1.40 190.00/HR	266.00
2/22/2022	DWC Reviewed e-mail from Alderwoman Dailes regarding financial discrepancies; Reviewed e-mail from Alderwoman Dailes regarding list of police staff, hire dates, rank/positio and photos; Revised response to Sunshine Law request from C. Brown regarding 2021 HVAC Permits; Reviewed e-mails from Chief Ihler regarding political signs; Reviewed e-mail from Chief Ihler regarding political candidate; Reviewed issue raised by P. Barrett regarding CUP for 9321 Lewis & Clark; Prepared e-mail to P. Barrett regarding same; Research regarding confidentiality of personnel records; Prepared e-mail to Alderwoman Dailes and Chief Ihler regarding same; Telephone conference with Alderwoman Dailes regarding discussion of same.	1.20 275.00/HR	330.00
	SM Continued preparation of Response to Sunshine Law request from Jerry Kelly Heating & Air Conditioning; Researched caselaw regarding government official access to closed records under Sunshine Law.	1.50 190.00/HR	285.00

	<u>HRS/RATE</u>	<u>AMOUNT</u>
2/23/2022 DWC Telephone call from Alderwoman Dailes regarding information requested from the Police Department; Telephone conference with Chief Ihler regarding discussion of ordinances regarding political signs; Prepared e-mail to Chief Ihler regarding same; Legal review and analysis with S. McFarland of questions raised by Chief Ihler regarding political signs.	0.80 275.00/HR	220.00
SM Reviewed file regarding Section 19-4 and Section 29-91; Prepared summary regarding same; Telephone conference with Chief Ihler regarding same.	1.70 190.00/HR	323.00
2/24/2022 DWC Reviewed Order from Court regarding Notice of Order of Publication regarding A. Johnson v. S. Lockett-Scales; Reviewed e-mail from P. Barrett regarding Lewis C.U.P. for 9312 Lewis & Clark Blvd.; Reviewed e-mail from Chief Ihler regarding information in response to Post-Dispatch Sunshine Law request; Reviewed information from Chief Ihler.	0.60 275.00/HR	165.00
2/25/2022 DWC Reviewed e-mail from P. Barrett regarding Lewis/9308 Lewis & Clark; Prepared response to P. Barrett regarding same; Reviewed Sunshine Law request regarding C. Ward; Prepared response to Chief Ihler regarding same; Reviewed information from Chief Ihler regarding Post-Dispatch Sunshine Law request; Conference with S. McFarland regarding information from Chief Ihler in response to Sunshine Law request from Post-Dispatch; Reviewed and revised response to Sunshine Law request from Post-Dispatch.	1.20 275.00/HR	330.00
SM Reviewed e-mail from Chief Ihler regarding Response to Post-Dispatch Sunshine Law request; Prepared Response with attachment regarding same; Began preparation of Response to Brinker & Doyen regarding Sunshine Law request	1.60 190.00/HR	304.00
2/28/2022 DWC Revised response to Sunshine Law request from Post-Dispatch; Prepared e-mail to J. O'Dea regarding same; Conference with S. McFarland regarding discussion of Sunshine Law request from K. Lemke/Brinker & Doyen; Prepared e-mail to Chief Ihler regarding same.	0.50 275.00/HR	137.50
SM Continued preparation of draft Response to Sunshine Law request from Brinker & Doyen.	1.30 190.00/HR	247.00
	<hr/>	<hr/>
For Professional Services Rendered	29.90	\$6,718.00
Previous Balance		\$50,858.50
 <b>PAYMENTS CREDITS &amp; REFUNDS:</b>		
2/4/2022 Payment - thank you. Check No. 44502		(\$8,620.00)
Total payments and adjustments		<hr/> (\$8,620.00)

	<u>AMOUNT</u>
Balance Due	<u>\$48,956.50</u>

---

---

<b>Timekeeper Summary</b>			
<u>Name</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
D. White-Coleman	12.20	275.00	\$3,355.00
S. McFarland	17.70	190.00	\$3,363.00

---

---

PAYABLE UPON RECEIPT TO WHITE COLEMAN & ASSOCIATES, LLC.  
FEDERAL TAX I.D. NUMBER 43-1871662

# White Coleman & Associates, LLC

ATTORNEYS AT LAW

500 North Broadway - Suite 1300

St. Louis, Missouri 63102-2101

(314) 621-7676 Telephone

(314) 621-0959 Facsimile

May 27, 2022

City of Bellefontaine Neighbors  
Mayor Tommie Pierson  
9641 Bellefontaine Road  
St. Louis, MO 63137

Invoice No. 27562

## STATEMENT

### Matter Billing Summary

	<u>Fees/ Costs</u>	<u>Service tax/ Sales tax/ Interest</u>	<u>Payments/ Credits/ Refunds</u>	<u>Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal</u>
<b>FOR PROFESSIONAL SERVICES RENDERED:</b>				
Attendance at Board Meetings				
	\$700.00	\$0.00	(\$700.00)	\$4,200.00
	\$0.00	\$0.00	\$0.00	\$700.00
		\$0.00	\$0.00	<u>(\$700.00)</u>
				<b>\$4,200.00</b>
<b>FOR PROFESSIONAL SERVICES RENDERED:</b>				
General Matters				
	\$6,718.00	\$0.00	(\$8,620.00)	\$50,858.50
	\$0.00	\$0.00	\$0.00	\$6,718.00
		\$0.00	\$0.00	<u>(\$8,620.00)</u>
				<b>\$48,956.50</b>

	Fees/ Costs	Service tax/ Sales tax/ Interest	Payments/ Credits/ Refunds	Prev. Bal/ New Chgs/ Pm/Cr/Ref/ New Bal
GRAND TOTAL	\$7,418.00	\$0.00	(\$9,320.00)	\$55,058.50
	\$0.00	\$0.00	\$0.00	\$7,418.00
		\$0.00	\$0.00	<u>(\$9,320.00)</u>
				<u>\$53,156.50</u>

PAYABLE UPON RECEIPT TO WHITE COLEMAN & ASSOCIATES L.L.C.  
 FEDERAL TAX I.D. NUMBER 43-1871662

# White Coleman & Associates, LLC

ATTORNEYS AT LAW

500 North Broadway - Suite 1300  
St. Louis, Missouri 63102-2101

(314) 621-7676 Telephone

(314) 621-0959 Facsimile

May 27, 2022

City of Bellefontaine Neighbors  
Mayor Tommie Pierson  
9641 Bellefontaine Road  
St. Louis, MO 63137

Invoice No. 27562

## STATEMENT

---

---

### FOR PROFESSIONAL SERVICES RENDERED:

	<u>HOURS</u>	<u>AMOUNT</u>
Attendance at Board Meetings		
For Professional Services Rendered	0.00	\$700.00
Reviewed agenda packet, prepared for and participated in the meetings of the Board of Alderpersons.		
Previous Balance		\$4,200.00
<b>PAYMENTS CREDITS &amp; REFUNDS:</b>		
2/4/2022 Payment - thank you. Check No. 44502		(\$700.00)
Total payments and adjustments		(\$700.00)
Balance Due		<u>\$4,200.00</u>

PAYABLE UPON RECEIPT TO WHITE COLEMAN & ASSOCIATES, LLC.  
FEDERAL TAX I.D. NUMBER 43-1871662



Reliable Automotive  
 10708 Lilac Ave  
 Saint Louis, MO. 63137  
 Phone: 314-733-5455 Fax: 000- -

INVOICE

2772

Org. Est. # 002561

INVOICE

Printed Date: 06/10/2022 Work Completed: 06/10/2022

CITY OF BFN

2011 Ford - Cab & Chassis F350 Super Duty - 6.2L, V8 (379CI)

Lic # :

Odometer In : 31544

Home 314-868-0546

Odometer Out : 31544

VIN # : 1FDRF3H65 BEB20037

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
TRANSMISSION ASSEMBLY REMAN 3YR PARTS / LABOR WARRANTY FLUID TRANSMISSION	1.00	4,620.16	4,620.16	JOB #1 TRANSMISSION R&R NOTE : MAY NEED RADIATOR OR TRANSMISSION COOLER REPLACEMENT IF HEAVY METAL CONTAMINATION IN SYSTEM	950.00
TRANSMISSION COOLER AND LINES COOLER	1.00	332.54	332.54	TRANSMISSION COOLER & LINES R&R	386.54

RECEIVED BY  
 CITY OF BELLEFONTAINE NEIGHBORS  
 DATE: 6/10/2022  
 FOR Street DEPT  
 APPROVED  
 FOR PAYMENT [Signature]  
 AMOUNT \$ 6,289.24

ACCT # 5330

Org. Estimate 6,289.24 Revisions 0.00 Current Estimate 6,289.24

Labor:	1,336.54
Parts:	4,952.70
SubTotal:	6,289.24
Tax:	0.00
Total:	6,289.24
Bal Due:	\$6,289.24

[ Payments - ]

Vehicle Received: 6/10/2022

Customer Number : 825

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first unless noted in invoice description above. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. If a partial payment is made with vehicle release mechanic's lien remains in place until full payment is received. If for any reason balance due is unpaid owner agrees to voluntarily release vehicle to Reliable Automotive at any time without notice to recoup balance and collection fee's.

Signature \_\_\_\_\_ Date \_\_\_\_\_

City of Bellefontaine Neighbors, MO  
Planning & Zoning Meeting Minutes  
May 9, 2022

The meeting was called to order at 7:09 pm by Chairman Barrett.

Present: Members Barrett, Duhadway, Gordon, Lane, White, City Engineer Klein.

Absent: Mayor Pierson, Member Borzymowski.

Member White made the motion to approve tonight's agenda, seconded by Member Gordon. Motion unanimously passed.

Member Duhadway made the motion to approve the April 11, 2022 minutes, seconded by Member White. Motion unanimously passed.

**New Business—None**

City Engineer reported he had been approached by EV GO regarding the possibility of installing an electric car charging station at Bissell Hills Shopping Center.

**Old Business**

Continued discussion regarding property maintenance and enforcement.

According to Chair, the City Attorney stated fourth class cities may be able to regulate rental properties.

We discussed the possibility of hiring St. Louis County for a Building Inspector until a qualified candidate is hired. All inspection fees would go to St. Louis County. The estimated hourly rate would be \$47/hr. Chair presented a service matrix where we could choose what specific services the city requests. The city would be required to update and adapt to St. Louis County's ordinances.

Action Item: City Engineer will have a discussion with the current employees of the Building Department to determine what services are most needed in the city. This information should be available by our next meeting.

Further discussion included the recommendation that inspection fees and fines for non-compliance should be paid by the landlord, utilities should not be turned on until all inspections and permits are complete, and no more than 30% of a block can be rental properties.

Other suggestions included yearly inspections of rental property and a required visual presentation renters could refer to regarding proper home maintenance.

P&Z meeting, 5/9/22, page 2

Citizen Tracy Gibbs shared her vision to provide summer activities for teenagers' growth and development. Chair commented on Ms. Gibbs' Facebook page, and suggested Ms. Gibbs complete a conditional use permit. He presented the CUP application package to Ms. Gibbs.

Member Gordon made a motion to adjourn the meeting, seconded by Member White. The motion unanimously passed. Chair adjourned the meeting at 8:45pm.

Respectfully submitted,

Wanda Lane  
Secretary, Planning and Zoning Commission

# CITY OF BELLEFONTAINE NEIGHBORS

**TO:** Mayor Pierson and Board of Aldermen

**FROM:** City Engineer

**RE:** Permits Issued for the Month of May 2022

---

<u>Type of Permit</u>	<u>Number Issued</u>	<u>Fee Collected</u>
Occupancy - Residential (New Rental)	2	\$80.00
Occupancy - Residential (Repeat Rental)	15	\$600.00
Occupancy - Residential (Owner)	7	280.00
Occupancy - Residential (Update)	5	100.00
Occupancy - Commerical	0	0.00
Building Inspections Application	31	2,325.00
Concrete Permits	3	210.00
Construction Permits	3	425.00
Roofing Permits	6	360.00
Siding Permits	1	75.00
Heating and A/C Permits	10	750.00
Excavation Permits	28	2,800.00
Dumpster Permits	0	0.00
TOTAL	111	\$8,005.00

---

---

Respectfully submitted,

Clayton Klein  
City Engineer  
City of Bellefontaine Neighbors

**CITY OF BELLEFONTAINE NEIGHBORS  
BUILDING COMMISSIONER'S REPORT**

MONTH OF:  
May 2022

**PERMIT INSPECTIONS:**

<b>BUILDING/ CONSTRUCTION</b>	<b>2</b>
New buildings, additions	
accessory buildings, pools, signs	
<b>CONCRETE</b>	<b>5</b>
Driveways, parking areas	
patios, sidewalks, sheds, porches	
<b>DUMPSTERS</b>	<b>0</b>
<b>ROOFING</b>	<b>0</b>
<b>SIDING</b>	<b>0</b>
HVAC (Heating & Air Cnditioning)	7
EXCAVATION	0
COMMERCIAL & INDUSTRIAL	2
OTHERS	0
SEWER LATERALS	5
<b>TOTAL</b>	<b>21</b>

**CODE ENFORCEMENT:**

<b>INSPECTIONS FOR OCCUPANCY</b>	
Residential	35
Commercial & Industrial	0
Re-Inspections	20
<b>BLOCK INSPECTIONS</b>	
Residential	55
Commercial & Industrial	0
Re-Inspections	18
<b>GRADE &amp; DRAINAGE</b>	
COMPLAINTS INVESTIGATED	39
CITY OWNED PROPERTY	0
COURT	0
GRASS NOTICE	5
WAIVER	0
<b>TOTAL</b>	<b>172</b>

TOTAL INSPECTIONS FOR THE MONTH 193

**CERTIFICATES OF OCCUPANCY ISSUED**

RESIDENTIAL:	NEW RENTALS	2	REPEAT RENTALS	15	OWNERS	7	UPDATES	5
	COMMERCIAL	0						
	<b>TOTAL CERTIFICATES ISSUED:</b>							<b>29</b>

\*\*\*\*\*

## May 2022 OCCUPANCY PERMITS

Date	Permit	Owner /Renter Update	Phone / Address	Ward	Head of Household and Spouse	Other Persons Living in House
5/2/2022	18985	Owner	1127 Bosworth Drive	Ward 1	Marquette L. Russell	Ja'riah L. Russell Jeremiah L. Russell Jakira L. Moore
5/2/2022	18986	Rental Update	1137 Siebe Drive	Ward 4	Ruth Wallace	Wynter Wallace-Townley Theodore Wallace Whitney Wallace
5/2/2022	18987	Repeat Rental	1204 Kilgore Drive	Ward 2	Brittany N. Fields	Kristina N. Parker London J. Scott
5/3/2022	18988	Owner	1011 Landwehr Drive	Ward 1	Michael Worley	Sa'imi Te'Cory Guest Torion Guest
5/3/2022	18989	Repeat Rental	10529 Druid Drive	Ward 2	Rosemary Cooper	
5/3/2022	18990	Rental Update	10225 Unicorn Drive	Ward 3	Danyalle Young	
5/4/2022	18991	New Rental	9483 Jaros Court	Ward 4	Paulette Wiley	
5/5/2022	18992	Repeat Rental	1212 Laire Drive	Ward 3	Yvette Burr	Gerrick Fortenberry
5/6/2022	18993	Owner	9846 Surrey Lane	Ward 1	Janean E. Hughes-Glenn Ronald W. Glenn	Eaysa Glenn
5/10/2022	18994	Repeat Rental	1214 Hoyt Drive	Ward 3	Kimberly M. Bowers	
5/10/2022	18995	Rental Update	9984 Lochiel Lane	Ward 1	Marneik Guest	Kai'Den Armstrong

**May 2022 OCCUPANCY PERMITS**

<b>Date</b>	<b>Permit</b>	<b>Owner /Renter Update</b>	<b>Phone / Address</b>	<b>Ward</b>	<b>Head of Household and Spouse</b>	<b>Other Persons Living in House</b>
5/12/2022	18996	Repeat Rental	1240 Jennings Station Road	Ward 4	Donnette Carter	Shantasha L. Isaac
5/16/2022	18997	Owner Update	1004 Foxlair Court	Ward 2	Deloris Johnson	Alfred Larry
5/16/2022	18998	Owner	1218 Darr Drive	Ward 3	Anthony Woods	
5/17/2022	18999	Owner	925 Fontaine Place	Ward 4	Kerri Sibley Ryan Sibley	Raeghan Sibley Logan Sibley
5/17/2022	19000	Repeat Rental	1066 Gabriel Drive	Ward 2	Derek Davis Antonea Dukes	Jeremiah Hardin
5/18/2022	19001	Repeat Rental	1107 Bakewell Drive	Ward 2	Tina Darrough	
5/20/2022	19002	Repeat Rental	10506 Byfield Drive	Ward 3	David Queen Tina Dunn	Jadiah Dunn Annette Douglas
5/24/2022	19003	Repeat Rental	1109 Oran Drive	Ward 4	Joan Robies	Zakai Adams Zayvier Adams
5/24/2022	19004	Repeat Rental	1226 Mead Drive	Ward 1	Kandice Russell	Eavan Russell
5/25/2022	19005	Repeat Rental	1211 Darr Drive	Ward 3	Sherie Mitchell	Luci Clark Emma Clark Sanaa Morris
5/20/2022	19006	Repeat Rental	1115 Darr Drive	Ward 2	Crystal Hanley Kourthey Hanley	Violet Hanley Alexandria Smith Jayla Cole

**May 2022 OCCUPANCY PERMITS**

<b>Date</b>	<b>Permit</b>	<b>Owner /Renter Update</b>	<b>Phone / Address</b>	<b>Ward</b>	<b>Head of Household and Spouse</b>	<b>Other Persons Living in House</b>
5/26/2022	19007	Repeat Rental	1224 Odessa Drive	Ward 3	India Hatcher	London Powell Italy Bivens Heaven Hattener
5/26/2022	19008	New Rental	1133 Kilgore Drive	Ward 3	Fatema Travis Chris Travis	Ariyah Travis Chris Travis
5/27/2022	19009	Repeat Rental	1259 Bakewell Drive	Ward 3	Jernice Ward	Donnie Ward, Da'Moni Ward Dre'Von Derrick Host
5/27/2022	19010	Owner	18 Forest Home Court	Ward 1	Sharnika Willis	
5/31/2022	19011	Rental Update	1214 Hoyt Drive	Ward 3	Kimberly Bowers	Robert Bowers
5/31/2022	19012	Repeat Rental	10216 Ashbrook Drive	Ward 3	William Brown, Jr. Latoya Brown	Ja'Nuri Brown Omauri Brown
5/31/2022	19013	Owner	9440 Duenke Drive	Ward 4	Phyllis R. Brown	Jordan A. Mitchell



City of Bellefontaine Neighbors, MO  
Planning & Zoning Meeting Minutes  
May 9, 2022

The meeting was called to order at 7:09 pm by Chairman Barrett.

Present: Members Barrett, Duhadway, Gordon, Lane, White, City Engineer Klein.  
Absent: Mayor Pierson, Member Borzymowski.

Member White made the motion to approve tonight's agenda, seconded by Member Gordon. Motion unanimously passed.

Member Duhadway made the motion to approve the April 11, 2022 minutes, seconded by Member White. Motion unanimously passed.

**New Business—None**

City Engineer reported he had been approached by EV GO regarding the possibility of installing an electric car changing station at Bissell Hills Shopping Center.

**Old Business**

Continued discussion regarding property maintenance and enforcement.

According to Chair, the City Attorney stated fourth class cities may be able to regulate rental properties.

We discussed the possibility of hiring St. Louis County for a Building Inspector until a qualified candidate is hired. All inspection fees would go to St. Louis County. The estimated hourly rate would be \$47/hr. Chair presented a service matrix where we could choose what specific services the city requests. The city would be required to update and adapt to St. Louis County's ordinances.

Action Item: City Engineer will have a discussion with the current employees of the Building Department to determine what services are most needed in the city. This information should be available by our next meeting.

Further discussion included the recommendation that inspection fees and fines for non-compliance should be paid by the landlord, utilities should not be turned on until all inspections and permits are complete, and no more than 30% of a block can be rental properties.

Other suggestions included yearly inspections of rental property and a required visual presentation renters could refer to regarding proper home maintenance.

P&Z meeting, 5/9/22, page 2

Citizen Tracy Gibbs shared her vision to provide summer activities for teenagers' growth and development. Chair commented on Ms. Gibbs' Facebook page, and suggested Ms. Gibbs complete a conditional use permit. He presented the CUP application package to Ms. Gibbs.

Member Gordon made a motion to adjourn the meeting, seconded by Member White. The motion unanimously passed. Chair adjourned the meeting at 8:45pm.

Respectfully submitted,

Wanda Lane  
Secretary, Planning and Zoning Commission

VETO MESSAGE

BILL NUMBER 2618

TO: Members of the Board of Alderpersons


From : Mayor Tommie Pierson Sr.

RE: Bill No. 2618

I am returning herewith Bill No. 2618, entitled: AN ORDINANCE UPDATING THE PAY PLAN AND COMPENSATION FOR CERTAIN EMPLOYEES IN THE CLASSIFIED SERVICE OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AND REPEALING OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, which was passed by the Board of Alderpersons with 7 affirmative votes and 1 negative vote at the meeting of the Board on June 2, 2022.

It is my firm belief that adoption of this Bill is not in the best interest of the City of Bellefontaine Neighbors, Missouri. In accordance with the authority of my office, I hereby notify you that I decline to sign Bill No. 2618 and hereby veto the same and return it to you for further consideration as provided by law.

For the foregoing reasons, I hereby return Bill Number 2618 unexecuted and hereby refuse to approve same.

  
Tommie Pierson Sr., Mayor Date 6/13/22

**INTRODUCED BY THOMAS**

BILL NO. 2618

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE UPDATING THE PAY PLAN AND  
COMPENSATION FOR CERTAIN EMPLOYEES IN THE  
CLASSIFIED SERVICE OF THE CITY OF  
BELLEFONTAINE NEIGHBORS, MISSOURI, AND  
REPEALING OTHER ORDINANCES OR PARTS OF  
ORDINANCES IN CONFLICT HEREWITH.**

**WHEREAS**, the Mayor and Board of Aldermen previously implemented a comprehensive compensation plan for City employees that takes into account length of service, experience and training of employees, as well as the complexity, technical demands and educational requirements necessary to properly discharge various positions in the classified service of the City; and

**WHEREAS**, the Mayor and Board of Aldermen now wish to update and enhance the compensation schedule in order to reflect current economic conditions and keep employment with the City competitive with alternative employment opportunities in order to retain and attract a work force best able to efficiently and effectively serve the residents of the City;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:**

**Section One. Adoption of Revised Compensation Schedule**

The starting and progressive compensation rates for the positions in the classified service of the City reflected on Exhibit A, attached hereto and incorporated herein by reference, are hereby adopted to govern the compensation of employees in the positions listed, as hereinafter provided, effective for services performed by employees in the listed positions on and after the start of the first pay period that begins July 1, 2021. Employees whose salaries are capped are excluded from Exhibit A.

**Section Two. Administration of Pay Plan**

Employee evaluations shall be completed, and each department head will make recommendations to the Mayor as to advancement of each of his or her covered subordinate employee to the next "step" for the employee's position, each year hereafter on or before the 15th day of May. On or before June 1 of each year the Mayor will assign each employee to that "step" for his or her position to which the employee's tenure in that position and employee evaluation entitle the employee.

It is the intent of the Board of Aldermen, and shall be the policy of the City, that advancement of an employee to the next compensation "step" for that

employee's position shall be based on achieving at least a "satisfactory" employee evaluation and not on longevity alone.

The effective date of advancement to a new step shall be the start of the first pay period that begins in the month of July.

**Section Three.    New Employees; Re-evaluation Process**

Employees newly hired or transferred to covered positions shall normally be assigned to "Step 1" for the respective position. However, the Mayor is authorized to initially assign a new or transfer red employee to a higher "step" upon recommendation of the department head if the experience or specialized training of new employee or transferee, or market conditions for similar positions with other public or private employers, so warrant. If a new or transferred employee is assigned to any "step" other than the "Step 1" the Mayor shall so report to the Board of Alder men, together with an explanation for such assignment. Thereafter, advancement through the various " steps" for an employee's position shall be as his or her length of service and annual evaluation warrant.

Employees who are not advanced to the next "step" for their position in a given calendar year will be re-evaluated and reconsidered for advancement after six (6) months.

**Section Four.    Annual Review**

It is the intent of the Mayor and Board of Aldermen to review the rates of compensation for each "step" and each position on an annual basis in the course of the City's budgeting process. Adjustments to the rates of pay may be made as market conditions and budgetary considerations permit from time to time as may be determined by the Board of Aldermen.

**Section Five.    Repeal of Prior Ordinances**

Ordinance #2401, as adopted on July 20, 2017, and any Ordinances of the City of Bellefontaine Neighbors, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date of the compensation rates provided hereby.

**Section Six.    Effective Date**

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor. The rates of pay for the several positions specified herein shall be effective for services performed by employees in the listed positions on and after the start of the first pay period that begins July 1, 2021.

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BELLEFONTAINE  
NEIGHBORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Judy Mantych, City Clerk Pro Tem

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
Tommie Pierson Sr., Mayor

INTRODUCED BY ALDERWOMAN DAILES

BILL NO.2630

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CORNERSTONE STABLES LLC D/B/A COWBOY CRITTERS**

**BE IT ORDAINED BY THE BOARD OF ALDERPERSONS OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:**

**Section 1.**

The Mayor and other appropriate city officials are hereby authorized to execute and enter into an agreement (the "Agreement") with Cornerstone Stables LLC to provide a program comprised of a pony and small petting zoo at the City's Annual Black History/Juneteenth Celebration, which Agreement shall be in substantial accord with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by this reference, together with such amendments or revisions thereto in form and substance as may be approved by the City Attorney.

**Section 2.**

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

**PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS \_\_\_\_\_ DAY OF JUNE, 2022.**

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Acting City Clerk

**APPROVED THIS \_\_\_\_\_ DAY OF JUNE, 2022.**

\_\_\_\_\_  
TOMMIE PIERSON, SR., Mayor

Attest:

\_\_\_\_\_  
Acting City Clerk



**AGREEMENT OF THE CITY OF BELLEFONTAINE NEIGHBORS,  
MISSOURI AND CORNERSTONE STABLES D/B/A COWBOY CRITTERS**

This agreement (the “Agreement”) is made this \_\_\_\_ day of June, 2022 by and between Cornerstone Stables, LLC d/b/a Cowboy Critters (“Cowboy Critters”), with its principal address at 18808 Hardt Road, Glencoe, MO 63038, and the City of Bellefontaine Neighbors, Missouri (the “City”) with its principal address at 9641 Bellefontaine Road, St. Louis, MO 63137.

Cowboy Critter desires to make available to the City at the City’s Annual Black History/Juneteenth Celebration, and the City desires to accept the Cowboy Critters’ Petting Farm & Pony Rides Program (the “Services”), as more fully set forth below.

1. Cowboy Critters will provide the following Services to the City on June 18, 2022:

- a. **Event time**            11:00 AM - 1:00 PM - 2 hours
- b. **Event Location**    9669 Bellefontaine Road St. Louis, Missouri 63137
- c. **Setup**                    Outdoor setup (grass)
- d. **Package**                Small Combo (1 pony and small petting zoo) comprised of the following:  
  
Mini Donkey, Mini Zebu Cow/Steer, Pygmy Goats, Sheep, Mini Pig
- e. **The City will provide the following:**
  - 1.        Shaded area for the animals if it is hot.
  - 2.        Hand sanitizer near animals.
  - 3.        Parking for truck AND 18’ trailer.
  - 4.        For petting farm, approx. 6 ft x 24 ft (10 ft x 30 ft optimal). Cowboy Critters can also setup in a square pattern of 16 ft by 16 ft, if necessary. Setup on grass is optimal, but we can setup on pavement.
  - 5.        For pony rides, a large enough space (at least 8 ft x 20 ft) to walk the horse/pony without obstacles, and preferably away from loud noises and distractions.

2. The City shall pay Cowboy Critters compensation of Five Hundred Fifty Dollars (\$550.00), which shall include an advance deposit in the amount of Fifty Dollars (\$50) for the performance of the Services under this Agreement. An invoice detailing the Services performed by Cowboy Critters shall be sent to the City within thirty (30) days after the performance of the Services by Cowboy Critters. The City shall remit payment of the invoice no later than thirty (30) days after receiving said invoice.



3. Cowboy Critters will execute and return the “hold harmless agreement for use of City facilities” attached hereto and incorporated herein by reference as Attachment A.

4. Cowboy Critters shall maintain Comprehensive General Liability insurance in the amounts provided in Attachment A and prior to providing any Services shall deliver a certificate of insurance to the City naming the City as an additional insured. No provision of this Agreement shall constitute a waiver of the City’s right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

5. If the City cancels this event after agreeing to these terms it will incur a loss of the \$50 deposit, provided that Cowboy Critters shall offer one free reschedule. If Cowboy Critters fails to perform the Services after agreeing to these terms it will refund the \$50 deposit paid by the City.

6. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

WITNESSETH:

CITY OF BELLEFONTAINE NEIGHBORS,  
MISSOURI

CORNERSTONE STABLES, LLC  
d/b/a COWBOY CRITTERS

\_\_\_\_\_  
By: Tommie Pierson, Sr  
Title: Mayor  
Date:

\_\_\_\_\_  
By: (Name)  
Title:  
Date:

## City of Bellefontaine Neighbors, Missouri

### Hold Harmless for Use of City Facilities

1. To the fullest extent permitted by law, Cornerstone Stables, LLC d/b/a Cowboy Critters (“Cowboy Critters”) agrees to indemnify, defend and hold harmless the City of Bellefontaine Neighbors (the “City”), its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys’ fees, court costs, or alternative dispute resolution costs arising out of, or related to Cowboy Critters’ use of City’s parking lot, facilities, buildings, equipment or infrastructure under the Agreement dated \_\_\_\_\_ for the City’s Annual Black History/Juneteenth Celebration, including illness, sickness or the contracting of a contagion or an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Cowboy Critters or anyone for whose acts regarding Cowboy Critters may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
2. Cowboy Critters shall purchase and maintain the following insurance:  
  
Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$3,000,000 general aggregate written on an occurrence basis.  
  
Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Cowboy Critters with a combined single limit of \$1,000,000 minimum.  
  
Workers Compensation insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident, only if applicable.
3. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
4. Prior to activities commencing the Cowboy Critters shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
5. No provision of this agreement shall constitute a waiver of the City’s right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

**ATTACHMENT A**

**City of Bellefontaine Neighbors, Missouri**  
**Hold Harmless for Use of City Facilities**

- 6. If Cowboy Critters maintains higher limits than the minimums required, the City requires and shall be entitled to coverage for the higher limits maintained by Cowboy Critters.
- 7. Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the sponsors insurance coverage, whichever is broader.

WITNESSETH:

\_\_\_\_\_  
Mayor Tommie Pierson, Sr.  
City of Bellefontaine Neighbors, MO

\_\_\_\_\_  
(Name and Title)  
Cornerstone Stables, LLC d/b/a  
Cowboy Critters

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

INTRODUCED BY ALDERWOMAN DAILES

BILL NO. 2631

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A HOLD HARMLESS AGREEMENT WITH  
NORTHSIDE JUMPERS L.L.C.**

**BE IT ORDAINED BY THE BOARD OF ALDERPERSONS OF THE CITY OF  
BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:**

**Section 1.**

The Mayor and other appropriate city officials are hereby authorized to execute and enter into a Hold Harmless Agreement (the "Agreement") with Northside Jumpers L.L.C. in connection with setting up and operating bounce house entertainment at the City's Annual Black History/Juneteenth Celebration on June 18, 2022, which Agreement shall be in substantial accord with the terms and conditions set forth in ATTACHMENT A, attached hereto and incorporated herein by this reference, together with such amendments or revisions thereto in form and substance as may be approved by the City Attorney.

**Section 2.**

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

**PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF  
BELLEFONTAINE NEIGHBORS THIS \_\_\_\_\_ DAY OF JUNE, 2022.**

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Acting City Clerk

**APPROVED THIS \_\_\_\_\_ DAY OF JUNE, 2022.**

\_\_\_\_\_  
TOMMIE PIERSON, SR., Mayor

Attest:

\_\_\_\_\_  
Acting City Clerk

## City of Bellefontaine Neighbors, Missouri

### Hold Harmless for Use of City Facilities

1. To the fullest extent permitted by law, Northside Jumpers L.L.C., with its principal place of business located at 4507 Holly Avenue, St. Louis, MO 63115-3134 (“Northside Jumpers”) agrees to indemnify, defend and hold harmless the City of Bellefontaine Neighbors, Missouri (the “City”), its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys’ fees, court costs, or alternative dispute resolution costs arising out of, or related to Northside Jumpers’ use of City’s parking lot, facilities, buildings, equipment or infrastructure for the City’s Annual Black History/Juneteenth Celebration on June 18, 2022, including illness, sickness or the contracting of a contagion or an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Northside Jumpers or anyone for whose acts regarding Northside Jumpers may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
2. Northside Jumpers shall purchase and maintain the following insurance:  
  
Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$3,000,000 general aggregate written on an occurrence basis.  
  
Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Northside Jumpers with a combined single limit of \$1,000,000 minimum.  
  
Workers Compensation insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
3. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
4. Prior to activities commencing the Northside Jumpers shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
5. No provision of this agreement shall constitute a waiver of the City’s right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

**ATTACHMENT A**

**City of Bellefontaine Neighbors, Missouri**

**Hold Harmless for Use of City Facilities**

6. If Northside Jumpers maintains higher limits than the minimums required, the City requires and shall be entitled to coverage for the higher limits maintained by Northside Jumpers.
7. Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the sponsors insurance coverage, whichever is broader.

WITNESSETH:

\_\_\_\_\_  
Mayor Tommie Pierson, Sr.  
City of Bellefontaine Neighbors, MO

\_\_\_\_\_  
(Name and Title)  
Northside Jumpers, L.L.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Bend Mutual Insurance Company 1900 South 18th Avenue West Bend WI 53095	CONTACT NAME: Customer Care	
	PHONE (A/C, No, Ext): (866) 926-4244 FAX (A/C, No): (262) 365-2200 E-MAIL ADDRESS: customercare@wbmi.com	
INSURED  Northside Jumpers, LLC 4507 Holly Ave  Saint Louis MO 63115-3134	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: West Bend Mutual Insurance Company	15350
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

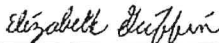
COVERAGES CERTIFICATE NUMBER: 22/23 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		B078810	05/09/2022	05/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on the General Liability

CERTIFICATE HOLDER	CANCELLATION
City of Bellefontaine Neighbors 9641 Bellefontaine Road  St Louis MO 63137	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

INTRODUCED BY ALDERMAN THOMAS

BILL NO. 2632

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ROGNAN & ASSOCIATES**

**BE IT ORDAINED BY THE BOARD OF ALDERPERSONS OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:**

**Section 1.**

The Mayor and other appropriate city officials are hereby authorized to execute and enter into an agreement (the "Agreement") with Rognan & Associates to prepare the general purpose financial statements of the City, which Agreement shall be in substantial accord with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by this reference, together with such amendments or revisions thereto in form and substance as may be approved by the City Attorney.

**Section 2.**

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

**PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS \_\_\_\_\_ DAY OF JUNE, 2022.**

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Acting City Clerk

**APPROVED THIS \_\_\_\_\_ DAY OF JUNE, 2022.**

\_\_\_\_\_  
TOMMIE PIERSON, SR., Mayor

Attest:

\_\_\_\_\_  
Acting City Clerk



**ROGNAN & ASSOCIATES**  
Certified Public Accountants/International Consultants  
616 Applecross Ct.  
Saint Louis, MO 63021  
Telephone (636) 391-9831  
Fax (636) 391-9835  
"Client Service Driven"  
**Rognanandassociates.com**

June 10, 2022

**RFP - TREASURER - CITY OF BELLEFONTAINE NEIGHBORS, MO**

We are writing in response to the attached City of Bellefontaine Neighbors' RFP.

**First**, we are a licensed CPA firm.

**Second**, we are quite experienced with political subdivisions.

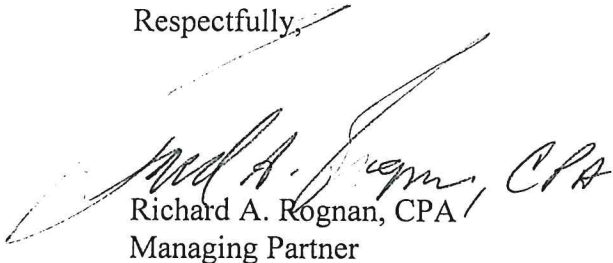
**Third**, we currently provide accounting services to the following political subdivisions in North County:

City of Moline Acres  
Black Jack Fire Protection District  
Florissant Valley Fire Protection District  
Metro-North Fire Protection District  
Mid-County Fire Protection District  
North County Fire and Rescue Fire Protection District  
Northeast Ambulance & Fire Protection District  
Spanish Lake Fire Protection District

**Fourth**, we have a firm understanding of Governmental Accounting.

**Fifth**, we are available to attend one (1) board meeting per month - preferably the 3<sup>rd</sup> meeting of the month.

Respectfully,

  
Richard A. Rognan, CPA  
Managing Partner

**ROGNAN & ASSOCIATES**  
**Certified Public Accountants/International Consultants**  
**616 Applecross Ct.**  
**Saint Louis, MO 63021**  
**Telephone (636) 391-9831**  
**Fax (636) 391-9835**  
**"Client Service Driven"**  
**Website: Rognanandassociates.com**

June 10, 2022

Mayor & Board of Alderman  
City of Bellefontaine Neighbors  
9169 Bellefontaine Road  
St. Louis, MO 63137

**COMPILATION OF FINANCIAL STATEMENTS - ENGAGEMENT LETTER**

This letter is to confirm our understanding of the terms and objectives of our compilation engagement and the nature and limitations of the services we will provide. You have requested that we prepare the general purpose financial statements of the City which comprise the statement of assets, liabilities and fund balance - modified accrual basis, and the related statement of revenues and, expenses - modified accrual basis for the year then ended and perform a compilation engagement with respect to those general purpose financial statements. These financial statements will not include disclosures and related notes to the general purpose financial statements. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

**Our Responsibilities**

The objective of our engagement is to -

- a. prepare general purpose financial statements on a modified accrual basis and
- b. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the general purpose financial statements in order for them to be in accordance with the modified accrual basis.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or conclusion. Accordingly, we will not express an opinion or conclusion nor provide any assurance on the general purpose financial statements.

Our compilation engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud, errors, or illegal acts or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations. Compliance with laws, regulations, contracts, and agreements applicable to the City is the responsibility of the City's management. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

### **Your responsibilities**

The compilation engagement to be performed is conducted on the basis that you acknowledge and understand that our role is the preparation of the general purpose financial statements in accordance with the modified accrual basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking this compilation engagement in accordance with SSARS:

- a. the selection of the modified accrual basis of accounting as the financial reporting framework to be applied in the preparation of the general purpose financial statements
- b. the preparation and fair presentation of the general purpose financial statements in accordance with the modified accrual basis of accounting
- c. the design, implementation and maintenance of internal controls relevant to the preparation and fair presentation of the general purpose financial statements that are free from material misstatement, whether due to fraud or error
- d. the prevention and detection of fraud
- e. identifying and ensuring that the City complies with the laws and regulations applicable to its activities
- f. the accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the compilation engagement
- g. to provide us with - i.) access to all information of which you are aware is relevant to the preparation and fair presentation of the general purpose financial statements, such as records, documentation, and other matters; ii.) additional information that we may request from you for the purpose of the compilation engagement; and, iii.) unrestricted access to persons with the City of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your general purpose financial statements. You are responsible for evaluating the adequacy and results of services performed and accepting responsibility for such services. The City is solely responsible for all unknowing errors, fraud, illegal acts or misrepresentations by management of the City.

## **Our report**

As part of our engagement, we will issue a report that will state that we did not audit or review the general purpose financial statements and that, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement.

Our report will disclose that the general purpose financial statements are prepared in accordance with the modified accrual basis of accounting. Our report will also disclose that the City has elected to omit substantially all the disclosures ordinarily included in general purpose financial statements prepared in accordance with the modified accrual basis of accounting. If the omitted disclosures were included in the general purpose financial statements, they might influence the user's conclusions about the City's assets, liabilities, fund balance, revenues, and expenses. Accordingly, the general purpose financial statements will not be designed for those who are not informed about such matters.

You agree to include our accountant's compilation report in any document containing general purpose financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

Our report will also reflect the fact that we are not independent with respect to City of Bellefontaine Neighbors.

## **Other Relevant Information**

Richard A. Rognan is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

**Our monthly fees for these services will be \$3,000.** The City will be billed, not to exceed an additional yearly service fee of \$3,000, for the annual budget meeting(s) and budget preparation. It is our intention to continue to provide you with excellent client service. We believe that professional service retainers offer the ease and flexibility of obtaining accounting assistance without the risk of accumulating sizable professional service fees, which in turn intimidate clients from seeking help. A sign of our success is your success and accordingly, clients pleased with our service become our best marketing tool.

If this compilation engagement letter is acceptable to you, please sign, date and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement to prepare the general purpose financial statements described herein and to perform a compilation engagement with respect to those same financial statements, and our respective responsibilities. Please make a copy of this engagement letter for your records. Please return this original engagement letter to Rognan & Associates.

We look forward to a long-term productive working relationship with the City and are grateful for the opportunity to serve your needs. If you have any questions or comments about this engagement letter, please give me a call at (636) 391-9831.

Respectfully submitted,

*Rognan & Associates*

---

ROGNAN & ASSOCIATES  
St. Louis, Missouri

Acknowledged:

---

City of Bellefontaine Neighbors  
Mayor

---

Date

{SEAL}



## **Treasurer – City of Bellefontaine Neighbors, MO**

### **Request for Proposal for City Treasurer**

**Reports to:** Mayor/City Administrator and Board of Aldermen

The City of Bellefontaine Neighbors, Missouri seeks to appoint a Treasurer, firm or individual, to serve the City, Mayor, and Board of Aldermen. The City of Bellefontaine Neighbors is a 4<sup>th</sup> Class City (RSMo. 79.250) with a Mayor/City Administrator - Board of Aldermen form of government wherein the Mayor serves as the City Administrator. This position is considered contracted or part-time and does not qualify for any other benefits.

The successful candidate will be expected to receive and safely keep all moneys, warrants, books, bonds, and obligations entrusted to his or her care, and shall pay over all moneys, bonds or other obligations of the city on warrants or orders, duly drawn, passed or ordered on by the Board of Aldermen, and signed by the Mayor and attested by the City Clerk. Must meet with Department Heads quarterly, at minimum, and maintain reasonable availability during business hours. Attends to other financial requirements of the City, such as Pro Forma Tax Rates, arranging and full participation in the City's annual financial audit, ensuring compliance and required submissions from the county, state and federal government. Performs other related work at the direction of the Mayor and Board of Aldermen.

### **Successful Candidate Qualifications:**

- Firm understanding of government accounting standards as determined by the Government Accounting Standards Board (GASB) that creates accounting reporting standards for state and local governments, required.
- Extensive political subdivision experience required.
- Licensed Certified Accountant (CPA) preferred. Other educational disciplines in business, finance, accounting, and other similarly situated disciplines will be considered.
- Superior professional and courteous communication skills both verbally and in writing.
- Proficient in use of Microsoft Office Suite with an emphasis on Word, Excel, PowerPoint, and QuickBooks.
- Ability to prepare and provide written and oral reports of the City's financial activities during public meetings to the Mayor and Board of Aldermen.
- Ability to attend regularly scheduled public meetings scheduled on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month and otherwise as needed.
- Ability to draft period reports of varying types and articulate financial recommendations during administrative, operational and other types of meetings as needed.
- Ability to periodically be available during normal City business hours, which are Monday-Friday, 8 a.m. to 5 p.m., required.

- Possess superior professional integrity, and exercise sound judgement. Ability to analyze problems and implement solutions.
- Ability to maintain confidentiality.
- Possess manual dexterity to perform repetitive wrist, hand, and/or finger movement to file and type using other office equipment; ability to lift up to 10 pounds.
- Ability to sit for extended periods of time in a general office environment.
- Possess hearing sufficient to discern spoken word, telephone calls, audio recordings and other devices as required.
- Possess clarity of vision to effectively read computer screens and other written communication.
- Ability to lead and manage the City's financial needs while working in a team environment.

**Essential Functions:**

- Attends regular, work sessions, and special Board of Aldermen meetings, and other meetings as needed. Maintains confidentiality of closed executive work sessions.
- Demonstrates a commitment to their public duty as Treasurer and presents themselves as a credible and knowledgeable representative of the City to maintain public trust through professionalism and transparency and accepts responsibility for self and work product.
- Serves as a primary source of financial information and participates in annual budget preparation and other budgeting activities as needed. Must have the ability to present orally and in writing to the budget team and during public meeting as needed.
- Must meet with the Mayor/City Administrator and Department Directors quarterly to monitor, assess, and maintain alignment with the annual approved budget.
- Performs other related financial duties as requested by the Mayor/City Administrator and the Board of Aldermen.

**This solicitation is available to both individuals and professional firms. To apply:**

Submit a proposed engagement letter outlining your brief professional history, array of financial services you provide, your expectations, requested expectations of the City, any other relevant information deemed appropriate, and proposed service fees and costs for services provided. Send to City of Bellefontaine Neighbors, 9641 Bellefontaine Road, Bellefontaine Neighbors, MO 63137, or [bninfo@cityofbn.com](mailto:bninfo@cityofbn.com). Review of submissions begins immediately. All information is due by Monday, June 13, 2021, at 12:00 p.m. Other information may be requested if needed.

**The City of Bellefontaine Neighbors is an Equal Opportunity Employer.**



INTRODUCED BY ALDERWOMAN TATMAN

BILL NO. 2633

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 18-13(b) OF CHAPTER 18 MUNICIPAL COURT OF THE CODE OF ORDINANCES OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI RELATING TO ISSUANCE OF ADMINISTRATIVE SEARCH WARRANTS BY THE MUNICIPAL COURT AND ENFORCEMENT OF PUBLIC HEALTH AND SAFETY ORDINANCES.**

**WHEREAS**, the administrative search warrant process of Section 18-13(b) of the Code of Ordinances of the City of Bellefontaine Neighbors allows entry onto private property for the purpose of abating a public nuisance and enforcing the City's housing and zoning codes and health and safety regulations when the property owner has refused the City access to the property for such purposes; and

**WHEREAS**, the Board of Alderpersons of the City of Bellefontaine Neighbors believes that the administrative search warrant process may be improved to provide greater definition and efficiency to the process for the City to enforce its housing and zoning codes and health and safety regulations; and

**WHEREAS**, the Board of Alderpersons desires and finds it in the best interest of the City to amend Section 18-13(b) of Chapter 18 of the Code of Ordinances of the City of Bellefontaine Neighbors concerning the administrative search warrant process to be followed by the City to enforce the City's housing and zoning codes and health and safety regulations.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERPERSONS OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:**

**Section One.**

Section 18-13 of Chapter 18 of the City Code of Bellefontaine Neighbors, Missouri, entitled "Issuance and execution of warrants; search." is hereby amended to read as follows:

**CHAPTER 18      MUNICIPAL COURT**

**Sec. 18-13. Issuance and execution of warrants; search.<sup>1</sup>**

[NOTE: All other portions of Section 18-13 of this Chapter are not altered, amended or affected in any way by this amendment and remain in full

---

<sup>1</sup> State law reference — Similar provisions, RSMo. § 479.100.



force and effect. For that reason these materials are not set forth here in full.]

(b) *Procedures governing administrative search warrants.*

(1) *Administrative search warrant defined — who may issue, execute.*

a. An administrative search warrant is a warrant issued by a judge on application of an administrative agency, peace officer or prosecuting attorney. Warrants for an administrative search can be issued for searches of dangerous or unsafe buildings, suspicion of drugs, danger to life, the search or inspection of any property, place or thing, and the seizure, photographing, copying or recording of property or physical conditions found thereon or therein, to determine or prove the existence of violations of any ordinance or code section of the city relating to the use, condition or occupancy of property or structures located within the city, or to enforce the provisions of any such ordinance or code section. It permits the entry of city officials on or into private property to enforce the city's housing, zoning, health and safety regulations when government entry on or into such private property is otherwise authorized by Missouri law. A search warrant may issue only in conformance with this section and only for the enforcement of the city's housing, zoning, health and safety regulations, specifically:

- (1) To abate such physical conditions on private property constituting a public nuisance or otherwise in violation of a specified regulation as provided herein,
- (2) To inspect private property to determine or prove the existence of physical conditions in violation of such a specified regulation, and
- (3) To seize, photograph, copy or record evidence of the violation of such a specified regulation.

b. The municipal judge having original and exclusive jurisdiction to determine violations against the ordinances of the municipality may issue an administrative search warrant when:

- (1) The property or place to be searched or inspected or the thing to be seized is located within the city at the time of the making of the application, and
- (2) The owner or occupant of the property or place to be searched or inspected or the thing to be seized has refused to allow same after official request by the city.
- (3) Any such warrant shall be directed to the chief of police or any other police officer of the city and shall be executed by the chief of police or said police officer, in conjunction with the appropriate code enforcement officer or other appropriate official, within the city limits and not elsewhere.

(2) *Who may apply for warrant — contents of application.*

- a. A local police officer, code enforcement officer, or prosecuting or city attorney must submit a written application to the municipal judge for the issuance of an administrative search warrant.
- b. The application shall:
  - (1) Be in writing;
  - (2) State the time and date of the making of the application;
  - (3) Identify the property or places to be entered, inspected or seized in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
  - (4) State that the owner or occupant of the property or places to be entered, searched, inspected or seized has been requested by the city to allow such action and has refused to allow such action;
  - (5) State facts sufficient to show probable cause for the issuance of a search warrant as provided in subsection (3)a. hereof, to:
    - (i) Search or inspect for violations of an ordinance or code section specified in the application; or
    - (ii) Show that entry or seizure is authorized and necessary to enforce an ordinance or code section specified in the application and that any required due process has been afforded prior to the entry or seizure;
  - (6) Be verified by the oath or affirmation of the applicant; and
  - (7) Be signed by the applicant and filed in the municipal court.
- c. The application may be supplemented by a written affidavit verified by oath or affirmation. Such affidavit shall be considered in determining whether there is probable cause for the issuance of a search warrant and in filling out any deficiencies in the description of the property or place to be entered. Oral testimony shall not be considered. The application may be submitted by facsimile or other electronic means.

(3) *Hearing and procedure — contents of warrant — execution and return.*

- a. *Hearing and procedure.*
  - (1) The municipal judge shall hold a non-adversary hearing to determine whether probable cause exists to inspect or search for violations of any city ordinance or code section, or to enforce any such ordinance or code section.
  - (2) In doing so the municipal judge shall determine whether the action to be taken by the city is reasonable in light of the facts stated. The municipal judge shall

consider the goals of the ordinance or code section sought to be enforced and such other factors as may be appropriate including, but not limited to, the physical condition of the specified property, the age and nature of the property, the condition of the area in which the property is located, the known violation of any relevant city ordinance or code section and the passage of time since the property's last inspection.

- (3) If it appears from the application and any supporting affidavit that there is probable cause to inspect or search for violations of any city ordinance or code section, or to enforce any such ordinance or code section, a search warrant shall immediately be issued. If the judge finds facts that establish probable cause, the judge shall sign the warrant and authorize the requested entry. The enforcement officer then has ten (10) days to execute the warrant.

(4) The warrant shall issue in the form of an original and two (2) copies, and the application, any supporting affidavit and one (1) copy of the warrant as issued shall be retained in the records of the municipal court.

b. *Contents of search warrant.* The search warrant shall:

- (1) Be in writing and in the name of the city;
- (2) Be directed to any police officer in the city;
- (3) State the time and date the warrant was issued;
- (4) Identify the property or places to be searched, inspected or entered upon in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
- (5) Command that the described property or places be searched or entered upon, and that any evidence of any city ordinance violations found therein or thereon, or any property seized pursuant thereto, or a description of such property seized, be returned, within ten (10) days after filing of the application, to the municipal judge who issued the warrant, to be dealt with according to law;
- (6) Be signed by the judge, with his or her title of office indicated.

c. *Execution and return.*

- (1) A search warrant issued under this ordinance shall be executed only by a city police officer, provided however, that one (1) or more designated city officials shall accompany the officer, and the warrant shall be executed in the following manner:
  - (a) The warrant may be issued by facsimile or other electronic means.

- (b) The warrant shall be executed by conducting the search, inspection, entry or seizure private property entry as commanded and shall be executed as soon as practicable and in a reasonable manner.
  - (c) The officer shall give the owner or occupant of the property searched, inspected or entered upon a copy of the warrant.
  - (d) If any property is seized incident to the entry, the officer shall give the person from whose possession it was taken, if the person is present, an itemized receipt for the property taken. If no such person is present, or if no such person is ascertainable, the officer shall leave the receipt at the site of the entry in a conspicuous place.
    - (i) A copy of the itemized receipt of any property taken shall be delivered to an attorney for the city within two (2) working days of the execution of the warrant.
    - (ii) The disposition of property seized pursuant to a search warrant under this section shall be in accordance with an applicable city ordinance or code section, but in the absence of same, then with Section 542.301 of the Revised Statutes of Missouri.
  - (e) The officer may summon as many persons as he or she deems necessary to assist him in executing the warrant, and such persons shall not be held liable as a result of any illegality of the search and seizure.
  - (f) An officer making a search pursuant to an invalid warrant, the invalidity of which is not apparent on its face, may use such force as he or she would be justified in using if the warrant were valid.
  - (g) A search warrant shall expire if it is not executed and the required return made within ten (10) days after the date of the making of the application.
- (2) After execution of the search warrant, the warrant, with a return thereon signed by the officer executing the warrant, shall be delivered to the municipal court in the following manner:
- (a) The return shall show the date and manner of execution and the name of the possessor and of the owner, when not the same person, if known, of the property or places searched or seized.

- (b) The return shall be accompanied by any photographs, copies or recordings made, and by any property seized, along with a copy of the itemized receipt of such property required by this section; provided, however, that seized property may be disposed of as provided herein, and in such a case a description of the property seized shall accompany the return.
- (3) The court clerk, upon request, shall deliver a copy of the return to the possessor and the owner, when not the same person, of the property entered or seized.
- (4) *Warrant invalid, when.* A search warrant shall be deemed invalid:
  - a. If it was not issued by the municipal judge;
  - b. If it was issued without a written application having been filed and verified;
  - c. If it was issued without sufficient probable cause in light of the goals of the ordinance to be enforced and such other factors as provided in subsection (3)a. hereof;
  - d. If it was not issued with respect to property in the city;
  - e. If it does not describe the property or places to be searched, entered upon, inspected or seized with sufficient certainty;
  - f. If it is not signed by the judge who issued it; or
  - g. If it was not executed and the required return made within ten (10) days after the date of the making of the application.

**Section Two.**

The amendment of the Municipal Code by adoption of this Ordinance shall also serve to so amend each ordinance from which the Code Sections referenced herein are drawn and to repeal each ordinance inconsistent herewith.

**Section Three.**

It is hereby declared to be the intention of the Board of Alderpersons that the sections, subsections, paragraphs, sentences, clauses, phrases, and words of this ordinance shall be severable, and if any section, subsection, paragraph, sentence, clause, phrase or words of this ordinance shall, for any reason, be held unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Bellefontaine Neighbors, Missouri hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section Four.**

The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

**Section Five.**

This Ordinance shall take effect and be in force from and after passage and approval by the Mayor.

**PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS \_\_\_\_ DAY OF JUNE, 2022.**

\_\_\_\_\_  
Presiding Officer

**APPROVED THIS \_\_\_\_ DAY OF JUNE 2022.**

\_\_\_\_\_  
Tommie Pierson Sr., Mayor

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

City of Bellefontaine Neighbors, Missouri  
9641 Bellefontaine Road  
St. Louis, MO 63137

## NOTICE OF VIOLATION AND NUISANCE AND ORDER TO ABATE

DATE: \_\_\_\_\_

TO:

Property Owner and/or Occupant of  
City of Bellefontaine Neighbors, Missouri

Notice by:



Personal Service  
Regular Mail  
Posting on Property

### ***Notice of Violation and Order to Abate***

The weeds, high grass, and/or brush growing on the property located at the above-referenced address are more than eight (8) inches in height and, therefore, pursuant to Section 13-82 of the Municipal Code of the City of Bellefontaine Neighbors, Missouri ("Municipal Code") the high weeds, grass and/or brush are hereby deemed a public nuisance.

You must abate such nuisance by cutting the high weeds, grass and/or brush to an appropriate height. Keep in mind that weeds, grass and brush may not exceed eight (8) inches in height at any time.

You must abate such nuisance or request a hearing in regard to the nuisance within five (5) business days of the date of this Notice.

### ***Request for Hearing***

In accordance with Section 13-82 of the City Municipal Code, the (\_\_\_\_\_) will conduct a hearing with regard to this matter upon your request, as provided herein, on \_\_\_\_\_, 2021 at \_\_\_\_\_m. [not less than four (4) business days after request] at City Hall; the address for City Hall is shown at the top of this Notice. You may appear and present any evidence regarding the violation(s) described herein,

including any evidence showing that the weeds, grass and brush on the property are all below eight (8) inches in height or otherwise in compliance with the City Ordinance.

***Notice of City's Intention to Abate Violations***

If you fail to abate the violations as ordered, the City will immediately cut and/or remove, or cause to be cut and/or removed, the said weeds, high grass or brush which is causing the nuisance.

The costs of cutting and/or removal will be certified to the City Clerk who will cause a special tax bill to be issued and a lien placed upon the property pursuant to Sections 18-32(c) and 18-32(e) of the Municipal Code.

Please call (314) \_\_\_\_\_ if you have any questions or need further information.

Sincerely,

Name:

Title:

cc: Tenant  
Case File



[FIRST NOTICE LETTER]

City of Bellefontaine Neighbors, Missouri  
9641 Bellefontaine Road  
St. Louis, MO 63137

\_\_\_\_\_, 202\_

Property Owner Address

Re: Nuisance Vehicles and Debris

Dear \_\_\_\_\_:

This letter is to notify you that your property at \_\_\_\_\_, is in violation of the City of Bellefontaine Neighbors Municipal Code ("Municipal Code") because of the following reasons:

- nuisance vehicles and debris are violations of **Section 17-30 Motor Vehicles and Traffic**; and that
- the property must be cleared of debris and discarded items; and that
- all vehicles need to be operable.

The City is requesting that you voluntarily clean up your property by \_\_\_\_\_.

I made an inspection of your property on \_\_\_\_\_ and found that nuisance debris and vehicles are on your property. As such, the property is out of compliance with the Municipal Code. This letter serves as our first notice that the violation(s) must be corrected by you no later than \_\_\_\_\_ (Two Weeks). If the violation(s) have not been corrected by that time, the City shall take further actions to require compliance with the Municipal Code.

On or after the above deadline, building division staff will conduct another inspection to determine whether the property is in compliance with the Municipal Code. We encourage you to do everything possible to voluntarily clean up the property.

Your cooperation will be greatly appreciated. If you have any questions or need further information please feel free to call me at (314) \_\_\_\_\_.

Sincerely,

Name:

Title:

cc: Tenant  
Case File

[SECOND NOTICE LETTER]

City of Bellefontaine Neighbors, Missouri  
9641 Bellefontaine Road  
St. Louis, Missouri 63137

\_\_\_\_\_, 2021

Property Owner Address

Re: Nuisance Vehicles and Debris

Dear \_\_\_\_\_:

The City of Bellefontaine Neighbors is committed to maintaining quality neighborhoods and an excellent community environment. Our citizens expect us to do everything we can in this regard. We know that this can only be achieved through the cooperation of everyone involved.

I previously notified you on that your property at \_\_\_\_\_, was in violation of the City of Bellefontaine Neighbors Municipal Code ("Municipal Code"). In that letter I informed you that:

- nuisance vehicles and debris are violations of **Section 17-30 Motor Vehicles and Traffic**; and that
- the property must be cleared of debris and discarded items; and that
- all vehicles need to be operable.

The City requested that you voluntarily clean up your property by \_\_\_\_\_. Our first letter is enclosed for your reference.

I made another inspection of your property on \_\_\_\_\_ and found that nuisance debris and vehicles remain on your property. As such, the property is out of compliance with the Municipal Code. This letter serves as our second notice that if the violation(s) is/are not voluntarily corrected by \_\_\_\_\_ (Two Weeks), the City intends to initiate court action to require compliance with the Municipal Code.

From this point forward, the City's \_\_\_\_\_ will administer the process. On or after the above deadline, building division staff will conduct another inspection. If the property is still not in compliance after the inspection, the City will:

- serve you with a Notice of Violation;
- summon you to Bellefontaine Neighbors Municipal Court; and
- charge you for the \$\_\_\_\_\_ court filing fee.

If the property is not in compliance before the hearing, the City will request the court to:

- find you guilty of the civil violation(s);
- fine you penalties of \$\_\_\_\_\_ per violation per day;
- fine you for any expenses the City has incurred up to this point in the abatement process;
- authorize the City to enter upon the property in order to perform the clean up; and
- authorize the City to recover expenses it may incur in the clean up of your property.

Clearly, the legal abatement process can be expensive for you as property owner. We encourage

you to do everything possible to voluntarily clean up the property and avoid this action. You may want to consider asking for assistance from family or friends.

**[OPTIONAL]**

[If you do not have the financial means to complete the clean up before the deadline, you may want to consider signing a "Limited Right of Entry Agreement." This is a legally binding document that gives the City permission to enter the property and remove the violation(s). In this way, the property can be brought into compliance immediately. Please be aware that by signing a "Limited Right of Entry Agreement" you agree to reimburse the City for staff, legal and clean up costs associated with the clean up process. If the City is not reimbursed in a timely manner, the City has the right to lien your property to pay for all costs incurred.]

The City's objective is to clean up the community and improve the living environment. We are willing to assist you in any way that we can, with the exception of delaying the clean up beyond the above deadline. We hope that you will work with us to maintain a positive community environment. Your cooperation will be greatly appreciated. If you have any questions or need further information please feel free to call me at (314) \_\_\_\_\_.

Sincerely,

Name:

Title:

cc:           Tenant  
              Case File

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY (21<sup>ST</sup>)  
STATE OF MISSOURI  
BELLEFONTAINE NEIGHBORS MUNICIPAL COURTS DIVISION

CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	Property Address : _____
_____,	)	
	)	
Defendant.	)	

**APPLICATION FOR  
ADMINISTRATIVE SEARCH WARRANT**

COMES NOW the \_\_\_\_\_ for the City of Bellefontaine Neighbors, Missouri and being duly sworn, deposes and states upon information and belief that:

1. There exists property within the City limits of Bellefontaine Neighbors, Missouri, which is more particularly described as \_\_\_\_\_.
2. The owner of the property is \_\_\_\_\_.
3. Mr./Ms. \_\_\_\_\_, however, does not reside at the property; in fact, the property has been vacant for several years.
4. A deteriorated residential structure is located on the property; in \_\_\_\_\_, this structure was found to be a dangerous building under Chapter 505 of the City of Bellefontaine Neighbors Municipal Code ("Municipal Code"). Upon agreement with the City, the owner was to make certain repairs and improvements to the structure.
5. Between \_\_\_\_\_ and the present time, the property at \_\_\_\_\_ has been inspected

\_\_\_\_\_ times. Each time, the inspector has observed \_\_\_\_\_ violations of the building and housing codes of the City of Bellefontaine Neighbors, Missouri; the Affidavit(s) of \_\_\_\_\_

and several pictures are attached hereto. Additionally, other individuals who will be involved are \_\_\_\_\_.

6. The owner of the property has done little, if any, maintenance with regard to the structure and the property. In fact, the property has only been used to [EXAMPLE: park derelict vehicles and for the dumping of trash, junk and debris], all of which is in violation of the \_\_\_\_\_ prohibitions in the Municipal Code.

7. Said property is in violation of Section \_\_\_\_\_ of the International Property Maintenance Code, 2012, codified at Section \_\_\_\_\_ of the Municipal Code, which provides in pertinent part as follows:

8. Said property is also in violation of Section \_\_\_\_\_ of the International Property Maintenance Code, 2012, codified at Section \_\_\_\_\_ of the Municipal Code, which provides in pertinent part as follows:

9. Said property is also in violation of Section \_\_\_\_\_ of the International Property Maintenance Code, 2012, codified at Section \_\_\_\_\_ of the Municipal Code, which provides in pertinent part as follows:

10. Said property is also in violation of Section \_\_\_\_\_ of the Municipal Code, which provides in pertinent part as follows:

11. Applicant seeks an administrative search warrant in order for the Building Inspector for the City of Bellefontaine Neighbors, Missouri and other designated agents of the City to enter the property and make a thorough inspection of the interior of the structure and determine whether

there are additional housing code violations present and whether the structure should be deemed to be a dangerous building pursuant to Chapter 5 of the Municipal Code.

12. The property has been vacant for several years and the owner of the property does not reside at the property and does not live in the City. The City's last contact with the owner of the property was several months ago. Recent attempts to contact the owner have not met with success; in fact, the owner has shown a consistent disregard with respect to notices and attempted contact from the City. The owner's lack of response and contact with the City should be deemed to be a refusal to consent to a current inspection of the property.

13. Furthermore, the owner of the property has not paid the real estate taxes on the property since \_\_\_\_\_, also indicating a disregard with respect to the property itself.

14. The affidavit of and pictures of the property are attached hereto and incorporated herein and are submitted herewith as a basis upon which the Court may find the existence of probable cause for the issuance of said warrant.

**WHEREFORE**, Applicant prays that an administrative search warrant be issued as provided by law.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of 20\_\_, time: \_\_.M.

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

My commission expires:

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY (21<sup>ST</sup>)  
STATE OF MISSOURI  
BELLEFONTAINE NEIGHBORS MUNICIPAL COURTS DIVISION**

---

**ADMINISTRATIVE SEARCH WARRANT**

---

CITY OF BELLEFONTAINE NEIGHBORS, )  
MISSOURI, )  
 )  
Plaintiff, )  
 )  
 )  
v. )  
 )  
\_\_\_\_\_, )  
 )  
Defendant. )

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

Within and for such City and County, the State of Missouri, to any Peace Officer and Inspector of the City of Bellefontaine Neighbors, Missouri;

WHEREAS, an application in writing, duly verified by oath, has been filed with the undersigned Judge of the Court stating upon information and belief that the property located at within the City of is suspected of being in violation of Section \_\_\_\_\_ of the City of Bellefontaine Neighbors Municipal Code (“Municipal Code”) in that [EXAMPLE: the roof is damaged indicating weak roof trusses and/or decking and the exterior walls, doors and windows are damaged and missing in places exposing the structural members, the interior of the structure and the foundation sill plate to the elements].

WHEREAS, the Judge of this Court from the sworn allegations of said application and from the supporting written affidavit(s) filed therewith has found that there is probable cause to

believe the allegations of the application to be true and probable cause for the issuance of a search warrant herein;

NOW, THEREFORE, these are to command you that you inspect said premises above described, including the interior of the structure, within ten (10) days of the issuance of this warrant by day, and take with you, if need be, the power of your City and determine whether the above-described property or any part thereof be found in violation of the housing provisions and building provisions of the Municipal Code and whether the above-described property constitutes a dangerous building as provided by the Municipal Code, and that you thereafter return the record of said violations and enforcement to this Court to be hereafter dealt with in accordance with law.

Witness my hand and the seal of this Court on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

SO ORDERED:

Judge



**ADMINISTRATIVE SEARCH WARRANT RETURN**

I, \_\_\_\_\_, being a peace officer/building inspector within and for the City of Bellefontaine Neighbors, Missouri, do hereby make return to the above and within warrant as follows: that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and within ten (10) days after issuance of said warrant, I went to the location and premises described therein, accompanied by \_\_\_\_\_, and inspected the property described therein and,

Upon said premises I discovered violations of the City of Bellefontaine Neighbors Municipal Code and have attached a list of such violations hereto.

I delivered to such person a copy of this warrant and a receipt for all property seized (or, that there being no person in possession of the property present, I left a copy of said warrant and receipt in a conspicuous place on said premises).

That I have now placed this return with the Court.

The name of the owner of the property is \_\_\_\_\_.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AFFIDAVIT IN SUPPORT OF  
ADMINISTRATIVE SEARCH WARRANT**

I, \_\_\_\_\_ (CEO#\_\_\_\_\_), being duly sworn, depose the following to wit:

There exists property in the City of Bellefontaine Neighbors, Missouri numbered \_\_\_\_\_. According to the city's records and the records of St. Louis County, Missouri, the property is owned by \_\_\_\_\_.

I personally inspected the property on \_\_\_\_\_. I observed that the property was in violation of the following ordinance(s) of the City of Bellefontaine Neighbors Municipal Code:

1. Section \_\_\_\_\_ for the reason that \_\_\_\_\_.
2. Section \_\_\_\_\_ for the reason that \_\_\_\_\_.

As a result of that inspection, I provided a violation notice to the owner by \_\_\_\_\_; and, the owner was ordered to abate the violations and bring the property into compliance on or before \_\_\_\_\_. A copy of the violation notice is attached.

Lastly, the owner was given notice of a hearing date on the \_\_\_\_\_; [the owner failed to appear] or [the owner appeared and the conditions described above were found to be a nuisance].

I re-inspected the property on \_\_\_\_\_ and found that the violations remain.

[The owner is not available to consent to entry upon the property despite reasonable efforts to contact him or her which include \_\_\_\_\_.]

[The City has not received any response from the owner following the Notice of Violation; furthermore, the City has not received any communication from the owner regarding this matter. Therefore, I have construed such lack of response and communication to be a refusal to consent to the City's entry upon the property.]

The violations constitute a nuisance and a hazard to the public health, safety and welfare.

\_\_\_\_\_  
Affiant

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
a.m./p.m.

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

My commission expires: