CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI WILL HOLD A BOARD OF ALDERMAN MEETING THURSDAY, NOVEMBER 21, 2024-7:30 PM IN-PERSON AND VIA ZOOM 7:00 PM PRE-MEETING

Notice is hereby given that the City of Bellefontaine Neighbors will hold a Board of Aldermen meeting on Thursday, November 21, 2024, at 7:30 p.m. at CITY HALL, 9641 Bellefontaine Road, Bellefontaine Neighbors, and MO. 63137. PRE-MEETING @ 7:00 PM

THE MEETING WILL BE ACCESSIBLE BY THE PUBLIC IN REAL TIME ONLY BY A VIDEO/TELEPHONE CONFERENCE CALL VIA ZOOM.

THE INSTRUCTIONS TO JOIN ARE BELOW.

To Join The Meeting Via Website:
(1) Go to Zoom at https://zoom.us
(2) Select Join a Meeting

(3) Enter Meeting ID: 825 620 8214 (4) Enter Password: 4i85eK

To Join the Meeting By Phone Call (Audio):
(1) Call 1 312 626 6799 US (Chicago)
1 646 558 8656 US (New York)
(2) When prompted, enter the Pass Code 452739

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 his or her statement to www.cityofbn.com. no later than Thursday, November 21, 2024 by 12:00 pm. All comments received by email will be entered into the public record and publicly as time allows. All emailed comments will also be distributed to the entire Board at or before the meeting.

AGENDA

BELLEFONTAINE NEIGHBORS BOARD OF ALDERMEN REGULAR BOARD MEETING IN-PERSON AND VIA ZOOM

BELLEFONTAINE NEIGHBORS CITY HALL

9641 BELLEFONTAINE RD BELLEFONTAINE NEIGHBORS, MO. 63137 THURSDAY-NOVEMBER 21, 2024-7:30 PM – PRE-MEETING @ 7:00 PM

- 1. CALL THE MEETING TO ORDER
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG
- 3. ROLL CALL

• ,	Alderwoman Theresa Hester	Here_ Absent_ Excused _
•	Alderman Wesley Gillispie	Here _ Absent_ Excused _
•	Alderwoman Peg Warnusz	Here _ Absent_ Excused _
•	Alderman Micheal Weise	Here _ Absent_ Excused _
•	Alderman James Thomas	Here _ Absent _ Excused _
•	Alderwoman Regina Harmon-Ward	Here _ Absent _ Excused _
•	Alderwoman Alease Dailes	Here _ Absent _ Excused _

Here Absent Excused

4. <u>APPROVAL OF AGENDA</u>

Alderwoman Alicia Smith

•	Alderwoman Theresa Hester	Yes_No_ Abstain_
•	Alderman Wesley Gillispie	Yes _No_ Abstain _
•	Alderwoman Peg Warnusz	Yes No_ Abstain _
•	Alderman Micheal Weise	Yes _ No_ Abstain _
•	Alderman James Thomas	Yes _ No _ Abstain _
•	Alderwoman Regina Harmon-Ward	Yes _ No _ Abstain _
•	Alderwoman Alease Dailes	Yes _ No _ Abstain _
•	Alderwoman Alicia Smith	Yes _ No _ Abstain _

5. APPROVAL OF INVOICES 11-14 -2024 \$23,587.58

•	Alderwoman Theresa Hester	Yes_No_Abstain_
•	Alderman Wesley Gillispie	Yes No_ Abstain _
•	Alderwoman Peg Warnusz	Yes No_ Abstain _
•	Alderman Micheal Weise	Yes _ No_ Abstain _
•	Alderman James Thomas	Yes _ No _ Abstain _
•	Alderwoman Regina Harmon-Ward	Yes _ No _ Abstain _
•	Alderwoman Alease Dailes	Yes _ No _ Abstain _
•	Alderwoman Alicia Smith	Yes No Abstain

6. <u>ALDERMAN REPORTS 24 MINUTES</u> <u>3 MINUTES EACH</u>

- Alderwoman Theresa Hester
- Alderman Wesley Gillispie
- Alderwoman Peg Warnusz
- Alderman Micheal Weise
- Alderman James Thomas
- Alderwoman Regina Harmon-Ward
- Alderwoman Alease Dailes
- Alderwoman Alicia Smith
- 7. OLD BUSINESS 35 MINUTES:

A. 2024-2025 BUDGET WORKSHOP

8. NEW BUSINESS: 16 MINUTES:

A. <u>DISCUSSION 5 MINUTES AND VOTE TO APPROVE 2024-2025</u>
<u>BUDGET</u>

BILL 2701

ORDINANCE 2672

2024-2025 BUDGET

WESLEY GILLESPIE

AN ORDINANCE ADOPTING THE BUDGET FOR THE 2024-2025 FISCAL YEAR FOR THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI.

•	Alderwoman Theresa Hester	Yes_No_ Abstain_	
•	Alderman Wesley Gillispie	Yes No_ Abstain _	
•	Alderwoman Peg Warnusz	Yes No_ Abstain _	
•	Alderman Micheal Weise	Yes No_ Abstain _	
•	Alderman James Thomas	Yes _ No _ Abstain _	
•	Alderwoman Regina Harmon-Ward	Yes _ No _ Abstain _	
•	Alderwoman Alease Dailes	Yes _ No _ Abstain _	
•	Alderwoman Alicia Smith	Yes No Abstain	

B. DISCUSSION 5 MINUTES AND VOTE TO ACCEPT THE CONTRACT FROM DARLENE DAVIS & ASSOCIATES FOR CPA SERVICES.

BILL # ORDINANCE #

2703 2674

CONTRACT CPA SERVICES ALDERWOMAN ALEASE DAILES

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH DAVIS ASSOCIATES TO PROVIDE ACCOUNTING SERVICES FOR THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI.

•	Alderwoman Theresa Hester	Yes_No_Abstain_
•	Alderman Wesley Gillispie	Yes No_ Abstain _
•	Alderwoman Peg Warnusz	Yes No_ Abstain _
•	Alderman Micheal Weise	Yes No_ Abstain _
•	Alderman James Thomas	Yes _ No _ Abstain _
•	Alderwoman Regina Harmon-Ward	Yes _ No _ Abstain _
•	Alderwoman Alease Dailes	Yes _ No _ Abstain _
•	Alderwoman Alicia Smith	Yes _ No _ Abstain _

C. DISCUSSION 3 MINUTES AND VOTE TO ACCEPT THE CONTRACT FROM ET SECURITY AND FIRE TO RETROFIT THE BOARD ROOM

BILL # ORDINANCE #

2704 2675

CONTRACT FOR BOARDROOM ALDERMAN JAMES THOMAS

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ELECTRONIC TECHNICIANS SECURITY AND FIRE, LLC TO INSTALL AN AUDIO/VISUAL STREAMING SYSTEM FOR THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI.

Alderwoman Theresa Hester
 Alderman Wesley Gillispie
 Alderwoman Peg Warnusz
 Yes_No_ Abstain_
 Yes No_ Abstain_

•	Alderman Micheal Weise	Yes_	No_	Abstain _
•	Alderman James Thomas	Yes_	No _	_Abstain _
•	Alderwoman Regina Harmon-Ward	Yes_	No _	_Abstain _
•	Alderwoman Alease Dailes	Yes_	No _	_Abstain _
•	Alderwoman Alicia Smith	Yes	No	Abstain _

D. <u>DISCUSSION 3 MINUTES AND VOTE TO ACCEPT THE</u> <u>LAPTOP POLICY</u>

BILL#

ORDINANCE #

2705

2676

LAPTOP POLICY ALDERWOMAN THERESA HESTER

AN ORDINANCE AMENDING SECTION 2-42 OF THE BELLEFONTAINE NEIGHBORS, MISSOURI, CODE OF ORDINANCES AND ADOPTING AN AMENDMENT TO THE PERSONNEL RULES AND REGULATIONS AND PERSONNEL HANDBOOK FOR THE CITY OF BELLEFONTAINE NEIGHBORS PERTAINING TO SYSTEM ACCESS AND AUDIT, IT POLICY.

•	Alderwoman Theresa Hester	Yes_No_Abstain_
•	Alderman Wesley Gillispie	Yes No_ Abstain _
•	Alderwoman Peg Warnusz	Yes No Abstain
•	Alderman Micheal Weise	Yes No Abstain
•	Alderman James Thomas	Yes _ No _ Abstain _
•	Alderwoman Regina Harmon-Ward	Yes _ No _ Abstain _
•	Alderwoman Alease Dailes	Yes _ No _ Abstain _
•	Alderwoman Alicia Smith	Yes _ No _ Abstain _

- 9. MEETING OPEN TO THE PUBLIC
- 10. MAYOR'S REPORT (SEE HANDOUT).
- 11. ADJOURNMENT

NOTICE IS HEREBY GIVEN THAT ON THE 21TH DAY OF NOVEMBER, 2024, 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 610.02 (15).

THIS AGENDA WITH PUBLIC NOTICE OF THE BOARD OF ALDERPERSON'S MEETING ON NOVEMBER 21, 2024 WAS POSTED ON NOVEMBER 19, 2024 AT 5:00 PM ON BELLEFONTAINE NEIGHBORS CITY HALL (FRONT DOOR) AND ON THE CITY'S WEBPAGE AT www.cityofbn.com. FOR A COPY, CONTACT CITY HALL.

COPIES OF THIS NOTICE MAY BE OBTAINED BY CONTACTING THE CITY OF BELLEFONTAINE NEIGHBORS-9641 BELLEFONTAINE ROAD-ST. LOUIS, MO 63137-(314) 867-0076.

City of Bellefontaine Neighbors General Ledger NOVEMBER BILLS OVER \$500.00

	Date	Transact ion Type	Num	Name	Memo/Description	Split	Amount
1026 SIMMONS GENERAL 9646							
	11/14/2024	Check	10074	HARDIN'S TREE SERVICE	INVOICE # 110524	5628 STREET-CAP IMP: TREE REMOVAL	-11,700.00
	11/14/2024	Check	10075	River City Tree Service	INVOICE # 1384	5628 STREET-CAP IMP: TREE REMOVAL	-3,718.75
	11/14/2024	Check	10076	A.A. QUICK ELECTRIC SEWER SERVICE INC.	INVOICE # 207347	5024 ADMINSTRATION:UTILITIES:UTIL-SEWER	4,100.00
	11/14/2024	Check	10077	WESTPORT POOLS LLC	INVOICE # 145363	5518 AQUATICS	-1,797.00
	11/14/2024	Check	10078	CENTRAL STONE COMPANY	INVOICE # 1336713	5300 STREET DEPT	-1,076.91
	11/14/2024	Check	10079	LOOMIS	INVOICE # 13608411	5053.5 ADMINSTRATION: ADM-MISC: ADM-OTHER: BANK FEES- CHARGES: LOOMIS (Armored Car Service)	-632.42
	11/14/2024	Check	10080	CK POWER	INVOICE # SVI130881	5031 ADMINSTRATION: MAINTENANCE: EQUIPMENT MAINTENANCE	-1,230.00
	11/14/2024	Check	10081	OFFICE ESSENTIALS INC.	INVOICE # PRO-1396	5044 ADMINSTRATION:ADM-MISC:OFFICE EXP	-562.50
Total for 1026 SIMMONS GENERAL 9646							\$ 24,817.58
				Thursday, Nov 14, 2024 02:33:27 PM GMT-8 - Accrual Basis	27 PM GMT-8 - Accrual Basis		

Terri Case

From:

Hardinstree <hardinstree@aol.com>

Sent:

Tuesday, November 5, 2024 8:56 PM

To:

Terri Case

Subject:

Invoice for tree work PO # 110524

INVOICE FOR TREE WORK PROVIDED BY: HARDIN'S TREE SERVICE

1518 HAVILAND (2 trees)	\$2000.00
1431 HAVILAND	\$900.00
1462 HAVILAND	\$1400.00
1447 HAVILAND (2 trees)	\$2900.00
1438 HAVILAND	\$900.00
1428 BLACKHURST	\$1200.00
1135 ESQUIRE	\$2400.00

^{**}TOTAL DUE ON ALL ABOVE: \$11,700.00

PLEASE REMIT PAYMENT TO:

HARDIN'S TREE SERVICE 960 RIDGEPOINTE PLACE CIRCLE LAKE ST LOUIS, MO 63367

THANK YOU FOR YOUR BUSINESS, *Mitch Hardin* 314-393-1535

NOV 1 2 2024 BY: _________

D.W.

P.O. #396



River City Tree Service
613 Big Bend Road #978 | Manchester, Missouri 63021
314-270-8071 | rivercitytreeservicestl@gmail.com | www.rivercitytreeservice.com

RECIPIENT:

Terri Case

9641 Bellefontaine Road St. Louis, Missouri 63137

Invoice #1384	
Issued	Oct 29, 2024
Due	Oct 29, 2024
Total	\$3,718.75
Account Balance	\$3,718.75

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Oct 28, 2024				
Tree Removal	1475 Haviland	1	\$2,406.25	\$2,406.25 [*]
	Remove Oak tree with X. Haul away all debris. Stump grinding not included.			
Tree Removal	1403 Haviland	1	\$1,312.50	\$1,312.50 [*]
	Remove Oak tree with X. Haul away all debris. Stump grinding not included.			

P.O.# 3963

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this

\$3,718.75 **Total** Account balance \$3,718.75

Pay Now

A.A.Quick Electric Sewer Service Inc.

3012-A North Lindbergh Blvd. St. Louis, MO 63074

Phone 314-429-7131 Fax 636-949-6868

City Of Bellefontaine 9641 Bellefontaine Rd St. Louis, MO. 63137

Invoice

P.O.# or Job Address	

1222 Roxton

Date	Date Completed	Work Order#		Te	rms	Due Date			
10/7/2024	10/7/2024	207347		Net 30					
	Descrip	Hours / a	# of Drains	Rate	Amount				
repaired se	wer per bid					4,100.00	4,100.00		
					Total	\$4	4,100.00		

A Service charge of 1 1/2% per month (18% per Annum) will be charged on all accounts not paid in 30 days. PLEASE INCLUDE WORK ORDER NUMBER ON ALL CHECKS SUBMITTED FOR PAYMENT!

LANDMARK AQUATIC

WESTPORT POOLS LLC

156 Weldon Parkway Maryland Heights, MO 63043 Email SLService@landmarkaquatic.com Telephone: (314) 743-4829

Site

City of Bellefontaine Neighbors 9641 Bellefontaine Rd. Bellefont, Nbrs. MO 63137

Resource Information Work Order # 188859

Customer PO#

Memo Work Order 188859 POOL CLOSING - C Payment Terms Net 10 Days

Email msnead@cityofbn.com

Invoice

Invoice # 145363

Date Created 11/11/2024

Customer ID 18010010

Bill To

City of Bellefontaine Neighbors

Email Invoices To:

Msnead@cityofbn.com

lwilliams@cityofbn.com

Work Order Description

POOL CLOSING - LINES BLOWN AND PLUGGED - MEET JIM ON SITE @ 8:15AM--314-565-8470

Customer Viewable Notes

(ins)	Designation	Work Drive	.eme	કાતા તે જોવા છે. -	iralen.
Labor	POOL CLOSING	11/8/2024	3.50	\$140.00	\$490.00
Labor	POOLCLOSING	11/8/2024	5.50	\$0.00	\$0.00
Labor	POOL CLOSING Blew out all returns and plugged. Blew out skimmers, added antifreeze and plugged. Blew out slide pump and suction, SCS features and suction, vortex pump and suction. Blew out fill line. Left valves open and plugs out (stored in container as requested). Added antifreeze to floor returns as well. Replaced one 3 inch blow up plug. Removed plugs from pumps and filters.		5.50	\$185.00	\$1,017.50
Labor	SERVICE CALL	11/8/2024	0.00	\$185.00	\$0.00
Parts	COVRACCS1300 WINTER ANTIFREEZE	11/8/2024	8.00	\$9.00	\$72.00
Parts	COVRACCS1500 #7 WINT PLUG 1 1/4" PIPE	11/8/2024	5.00	\$6.50	\$32.50
Parts	PIPEZMIS9300 3" BLOW UP PLUG #270032	11/8/2024	1.00	\$70.00	\$70.00
Parts	COVRACCS1800 #10 WINT PLUG 1 1/2" FITTING	11/8/2024	8.00	\$7.50	\$60.00
Miscellaneous	SERVICE TRAVEL RESI	10/31/2024	1.00	\$55.00	\$55.00

WESTPORT POOLS LLC Subtotal \$1,797.00 REMIT TO: 156 WELDON PARKWAY \$0.00 Sales Tax MARYLAND HEIGHTS, MO 63043 Payments \$0.00 Or pay online at www.westportpools.com/pay-my-bill Total \$1,797.00



Happy with our service? You can easily leave a Google review using this QR code.

Central Stone Company

PHONE: 800-906-2489 or 309-757-8250

Davenport, IA 52807

FAX: 309-757-8257

4640 E. 56th St.

INVOICE

Page 1 of 1

INVOICE # 1336713

Invoice Date: 10/22/2024 CUSTOMER ID: BELCIT

TERMS: Net 30

PLANT SITE: Fort Bellefontaine Plant CS31

14200 Lewis & Clark

Florissant MO 63034-1824

Phone: 314-208-5637

ORDER #: BELCIT010

SOLD TO:

CITY OF BELLEFONTAINE

9641 BELLEFONTAINE RD ST LOUIS MO 63137

(D) A19 STREET DEPT/YARD

Please incl	ude our Invo	1336713	and Customer ID (BELCIT) on the front of your check.										
			Mate	erial			-Freight		Tax	F	ee	Oth Chg	
Date	Ticket #	Code	Qty	Rate	Amount	Rate	Amount	%	Amount	Code	Amount		Total
(D) A19 ST	REET DEPT/Y	ARD											
10/18/2024	433003861	12D	25.79	9.00	232.11	4.50	116.06	0.000	0.00		0.00	0.00	348.17
1/2" DOWN	COMM		25.79		232.11		116.06		0.00		0.00	0.00	348.17
USDA (D) A1	19 STREET DE	EPT/YARD			2								
10/15/2024	433003141	12D	26.11	9.00	234.99	4.50	117.5C	0.000	0.00		0.00	0.00	352.49
10/16/2024	433003250	12D	27.87	9.00	250.83	4.50	125.42	0.000	0.00		0.00	0.00	376.25
1/2" DOWN	COMM		53.98	_	485.82	-	242.92		0.00	-	0.00	0.00	728.74
Invoice Tota	als		79.77		717.93		358.98		0.00		0.00	0.00	1,076.91

RECEIVED BY
CITY OF BELLEFONTAINE NEIGHBORS
DATE: ___/_/ Public Linkspt
APPROVED
FOR PAYMENT ___// LIB
AMOUNT \$

OCT 2 = 2024

BY:

RECEIVED0CT 2 5 2024

BY:

Please request invoice changes or deductions BEFORE payment is made. Minimum charges may apply.

TOTAL AMOUNT DUE BY 11/21/2024	1,076.91
	L.

Remit To LOOMIS DEPT 0757 PO BOX 120757 DALLAS TX 75312-0757



Account/Area:

10327113/2000

Invoice Number:

13608411

Invoice Date:

31-OCT-24

Invoice Charges:

632.42

Invoice Tax:

0.00

Invoice Amount:

632.42

32-214 214

BELLEFONTAINE NEIGHBORS CITY HALL DINAH TATMAN 9641 BELLEFONTAINE RD

SAINT LOUIS MO 63137-1818

*** Be aware of impersonation scams contacting you by US mail or a phone call.

Never click on links or attachments in suspicious emails.

For questions, always contact your Loomis account representative.***

Payment is due in Net 15 days from date of invoice.

TAX ID: 75-0117200

Local Contact: INVO	OICEINQUIRIES@	US.LOOMIS.COM; DEPT.O	757 PO BOX 120757 DALLA	S, TX 75312-0757	(832)	871-4637
PERIOD LOOMIS ID	LOCATION	DESCRIPTION OF CHARG	ES	CHARGES	TAX	TOTAL
11/24 35610P-1830 10/24 35610P-1830	CITY HALL	SAFEPOINT SERVICE FUEL FEE	SAINT LOUIS/MO 307.00 @ 3%	307.00 9.21	0.00	307.00 9.21
		Location S	Subtotal	316.21	0.00	316.21
11/24 35611P-1830 10/24 35611P-1830	RECREATION RECREATION	SAFEPOINT SERVICE FUEL FEE	SAINT LOUIS/MO 307.00 @ 3%	307.00 9.21	0.00	307.00 9.21
		316.21	0.00	316.21		
		Total Due This	Invoice	CHARGES 632.42	TAX 0.00	TOTAL 632.42



CITY OF BELVEFONTAINE NEIGHBORS

APPROVED FOR PAYMENT

AMOUNT *

LOOMIS (832) 871-4637

INVOICE NUMBER:

13608411

INVOICE DATE: 31-OCT-24

INVOICE AMT: \$
ACCOUNT NUMBER

632.42 10327113

1 of

of 1



Service Invoice No.:	SVI130881
Date:	Terms:
10/14/24	Net 30 Days
Customer ID	Customer PO#
C04987	

Remit To: CK Power

P.O. Box 790379 St. Louis, MO 63179

Bill To:

CITY OF BELLEFONTAINE NEIGHBO 9641 BELLEFONTAINE RD

St. Louis, MO 63137

USA

Jobsite:

CITY OF BELLEFONTAINE NEIGHBO 9641 BELLEFONTAINE RD

St. Louis, MO 63137

USA

Description	Order Type	Service Order No.	
MINOR LB 2	PM	SVO151962	Page: 1

Service Item No.	Serial No.	Service Item Line Description	Cust Unit No.	Curr Run Hrs
SVI050584	2252332	KOHLER GENERATOR		421.00

Labor and Materials Used:

Туре	Posting Date	No.	Description	Quantity Unit Price	Extended Amount
Cost	10/04/24	INSPECTION	INSPECTION		305.00
Cost	10/04/24	LOADBANK	LOAD BANK		925.00

General Comments:

314-413-1116 ANYTIME 7-3:30

ARRIVED ON SITE AND LOCATED THE UNIT, THE WORKERS MOVED THEIR TRUCKS FOR ME. I
CHECKED UNITS FLUID LEVELS AND THEY WERE FULL. I CHECKED THE BATTERIES, CHARGER,
AIR FILTERS AND BLOCK HEATER. ALL WERE IN PROPER CONDITION. I HOOKED UP MY
LOADBANK AND PREFORMED A TWO HOUR LOAD BANK. UNIT HAS NO ISSUES. I SHUT THE UNIT
DOWN, UNHOOKED THE LOAD BANK AND PUT THE UNIT BACK IN AUTO. NO DEFECTS AT THIS
TIME.

CITY OF BELLEFONTAINE NEIGHBORS
DATE:

APPROVED FOR PAYMENT AMOUNT \$

Invoices paid by credit card will incur a 3% convenience fee.

 1,230.00

Thank you for your business.

Visit us on-line at: www.ckpower.com Or contact us at office:(314) 868-8620

Emergency: (314) 868-8624

Grand Total 1,230.00

NOV 0 8 2024

BY

Generator Maintenance Inspection Report



Work Address

CITY OF BELLEFONTAINE NEIGHBORS Att: JEFF ROSS 9641 BELLEFONTAINE RD St. Louis, MO 63137

Customer

CITY OF BELLEFONTAINE NEIGHBORS Att: JEFF ROSS 9641 BELLEFONTAINE RD St. Louis, MO 63137 Customer no.: C04987

Description: KOHLER GENERATOR

Service Item: SVI050584 Service Item Type: G Product ID: 275REOZJD Serial No: 2252332

Task Status: SERVICE IS FINISHED

CK Power 1100 Research Blvd. St. Louis, MO 63132

Phone: 314-868-8620 Fax: 314-868-9314 Web: www.ckpower.com Company VAT No.:

Date: 10/04/2024 Employee: Matthew Macheca Work Order ID: SVO151962 Contract no.: SC01121 Order type: PM

Ordered by: SERVICE DEPT

Generator MFG KOHLER						
Generator Model No.	275REOZJD	100000000000000000000000000000000000000				
Generator Serial No. 2252332						
Generator SPEC	GM46340-GA7	- 10 pm 10 1				
Engine MFG	JOHN DEERE					
Engine Model	6090HF484					
Engine S/N	RG6090L060612	2				
Engine SPEC						
ATS MFG	KOHLER	KOHLER				
ATS Model	KSS-DCTC-0400	KSS-DCTC-0400S				
ATS S/N	K2194645	K2194645				
ATS Phase	3	3				
Cust Unit No.		30				
Hours	<u> </u>	421				
Verify Generator Information	✓ Yes	No				
Model #	275REOZJD					
S/N	2252332	2252332				
Lube and Oil Filter changed	and Oil Filter changed Yes ✔ No					
OIL QTY		0				
FILTER QTY		0				
Check Engine Oil Level	✓ Yes	No				

Oil Sample Taken for Spectro-Analysis	Yes	✓ No
Fuel Filter(s) Changed	Yes	✓ No
FILTER QTY		0
Inspect and Clean Air Filter(s)	✓ Yes	No
Coolant Level Checked	✓ Yes	No
Full	✓ Yes	No
ADDED QTY		0
Anti-Freeze Checked	Yes	✓ No
NITRATE PPM		0
PROTECTION		0
Engine Heater Operation Checked	✓ Yes	No
Radiator Mounting Brackets and Braces Checked	✓ Yes	No
Silencer and Plumbing Inspected	✓ Yes	No
All Engine Hoses and Clamps Checked	✓ Yes	No
Belts inspected and Adjusted as Required	✓ Yes	No
Front and Rear Engine Supports Checked	✓ Yes	No
Generator Set Checked for Fuel, Oil, Coolant Leaks	✓ Yes	No
Battery Charger Operation Checked, Charge Rate	✓ Yes	No
Battery Electrolyte Levels Checked	Yes	✓ No
Battery Load Tested	Yes	✓ No
BATTERY QTY	103	2
Cold Cranking Amps Recorded	Yes	✓ No
Qty		
Battery Date Recorded Month/Year	Yes	✓ No
Qty		
Engine Alternator Charge Rate Checked / Recorded	Yes	✓ No
Qty		
Governor Adjusted, Frequency Recorded	✓ Yes	No
Qty	60HZ	
Generator Output Voltage Adjusted and Recorded	✓ Yes	No
Qty	208V	
Oil Pressure Recorded	✓ Yes	No
Qty	55	1110
Water Temperature Recorded	✓ Yes 180	No
Qty	100	
Emergency Systems with Load Transfer Tested	Yes	✓ No
Transfer Switch Inspected and Cleaned	Yes	✓ No
Reset Maintenance Reminder	Yes	✓ No
Circuit Breaker Checked	✓ Yes	No
Emergency Shutdown Functions and Emergency Stop Tested	✓ Yes	No
Load Bank Performed	✓ Yes	No
Load Bank Recommended	Yes	✓ No
Fuel Level	FULL	1 110
Fuel Sample Taken	Voc	✓ No
Exercise Program	Yes ✓ Yes	No
	I ▼ Yes	1 1/10



					ENGINE OIL														
50584	1800	DIESEL	MATT	208	EXHAUST TEMP	~													
					EXHAUS	_													
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START TIME:	

END TIME: 12:00 includes 15 minute warm up and cool down

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NOTES:

Office Essentials - St. Louis

1834 Walton Rd. St. Louis, MO 63114 Phone: (314) 432-4666

Fax: (314) 432-4691

Order

Terms: Net20

8670076 Customer:

PO Number: SEMMI/9X12BOOKLET ENV

PRO-1396



Ship To: CITY OF BELLEFONTAINE NEIGHBORS

CITY OF BELLEFONTAINE NEIGHBORS 9641 BELLEFONTAINE RD SAINT LOUIS, MO 63137 USA

Sold To:

CITY OF BELLEFONTAINE NEIGHBORS 9641 BELLEFONTAINE ROAD SAINT LOUIS, MO 63137

USA

Salesperson

Order Date

Order Entry

Ordered By

RWH: Bob Holschen

10/24/2024

Danielle Roth

Route Code ZINVHOLD

Product Number	Qty	Description	Unit	Price	Extension
9X12BOOKLETEN V	1	9 x 12 BOOKLET, SUB. 24; 40435 WHITE WOVEN, LOT = 2,500 EACH	LT	562.50	562.50

DEPT

9 x 12 BOOKLET, SUB. 24; 40435 WHITE WOVE, LOT = 2500 EACH

Notes: ** This time she does not want flaps **

Subtotal:

\$562.50

Total Sales Tax:

\$0.00

Total:

\$562.50

RECEIVED BY LEFONTAINE NEIGHBORS DATE: 16

APPROVED

FOR PAYMENT

AMOUNT \$

BILL NO. 2701

ORDINANCE NO. 2672

AN ORDINANCE ADOPTING THE BUDGET FOR THE 2024-2025 FISCAL YEAR FOR THE CITY OF BELLEFONTAINE **NEIGHBORS, MISSOURI.**

WHEREAS, the Mayor, in her capacity as the budget officer of the City of Bellefontaine Neighbors, Missouri (the "City") has prepared a proposed budget and submitted it to the Board of Aldermen, along with such supporting schedules, exhibits, and other explanatory material as necessary for the proper understanding of the financial needs and position of the City and complete drafts of such orders, motions, resolutions, or ordinances as may be required to authorize the proposed expenditures and produce the revenues necessary to balance the proposed budget; and

WHEREAS, the Board of Aldermen, having duly considered the proposed budget submitted by the Mayor now wishes to adopt an annual budget as hereinafter provided, which presents a complete financial plan for the ensuing budget year and to approve or adopt such orders, motions, resolutions, or ordinances as may be required to authorize the budgeted expenditures and produce the revenues estimated in the budget; and

WHEREAS, the budget hereinafter adopted and the materials hereinafter referenced meet all requirements of law and include at least the following information:

- (1) A budget message describing the important features of the budget and major changes from the preceding year;
- (2) Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two years next preceding, itemized by year, fund, and source;
- (3) Proposed expenditures for each department, office, commission, and other classification for the budget year, together with a comparative statement of actual or estimated expenditures for the two years next preceding, itemized by year, fund, activity, and object;
- The amount required for the payment of interest, amortization, and (4) redemption charges on the debt of the city; and
- (5) A general budget summary.

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

Section One.

The budget of the City of Bellefontaine Neighbors for the fiscal year beginning July 1, 2024 and ending on June 30, 2025 is hereby approved and attached hereto as Exhibit A and incorporated herein by reference.

Section Two.

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

		LDERMEN FOR THE CITY O, 2024
Attest:		Presiding Officer
City Clerk		
	DAW OF	2024
APPROVED THIS	DAY OF	
		Dinah L. Tatman, Mayor
Attest:		
City Clerk	-	

INTRODUCED BY ALDERWOMAN ALEASE DAILES

BILL NO. 2703

ORDINANCE NO. 2674

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH DAVIS ASSOCIATES TO PROVIDE ACCOUNTING SERVICES FOR THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI.

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

<u>Section 1.</u> The Mayor is hereby authorized to execute and enter into an agreement with Davis Associates, to provide accounting services for the City of Bellefontaine Neighbors 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 by the Board of Aldermen and approval by the Mayor.

PASSED BY T BELLEFONTAINE NEI		OF ALDERMEN IS DAY OF _			OF
Attest:		Presidi	ng Offic	er	
City Clerk					
APPROVED THIS	DAY OF	, 2024.			
Dinah L. Tatman, Mayor					
Attest:					
City Clerk					



September 24, 2024

The City of Bellefontaine Neighbors, Missouri Mayor Reverend Dinah L.Tatman 9641 Bellefontaine Road Bellefontaine Neighbors, MO 63137

Dear Mayor Reverend Dinah Tatman:

You understand quite well the importance of good financial information. The integrity of the numbers and understanding what the numbers are telling you become invaluable to any organization, especially a community municipality. It sounds like the municipality is transitioning for greater accountability over its financial and accounting matters. We would like to assist you in your efforts. I am providing the following information regarding the scope of services that Davis Associates, CPAs can provide to your municipality.

Scope of Proposed Services:

A)

- 1. We will serve as your full charge accounting department:
 - a. We will receive vendor invoices, key invoices into the accounts payable module of the general ledger, and process checks for payment. We will NOT sign any of your checks.
 - b. We will record your deposits into the general ledger from the deposit detail that you provide to us. We will NOT transport your bank deposits to the bank.
 - c. We will record all financial activities to the QuickBooks general ledger.
 - d. We will maintain your official QuickBooks file using Desktop 2024 version. We can provide a full backup file routinely for you to upload to your online version.
- 2. Prepare monthly bank reconciliations.
- 3. Maintain a fully reconciled and audit ready general ledger system and set of accounting records for your municipality.
- 4. Track payments to independent contractors.
- 5. Prepare 1099s at year end.
- 6. Provide support to your external auditors for audit purposes, as necessary.
- 7. Generate monthly financial reports for the board meetings. Please note that the board reports will be generated on a one-month lag.
- 8. Provide other accounting, tax or consulting services that may arise.
- 9. Attend board meetings periodically as needed.
- 10. Provide financial assistance for budget preparation.

B)

- 1. We will recreate your accounting records from July 1, 2021, through the current period.
- 2. Re-creation will include full and complete bank reconciliations and generation of a full general ledger and set of auditable financial statements for each fiscal year end to include June 30, 2022, 2023 and 2024, respectively.
- 3. We will use Job Codes to differentiate funds. We understand the various funds to be General, Building, Police, Street, Recreation, Court, Bond, and interest and debt.

C)

- 1. We will assess, develop, document and implement internal control policies, procedures and practices.
- 2. We will serve as a periodic internal audit source to ensure controls put into place are working. This includes random testing of transactions to ensure controls are in fact implemented and functioning as intended.

D)

1. Certain governmental reports, tax filings, informational returns may be needed from time to time. We can help in these filings as they are identified, and requirements are determined and understood.

Fees and Expenses

- 1. Refer to Fee Schedule attached.
- 2. Monthly retainer fee for recurring accounting services to be paid via ACH automatic debit on the last day of each month.
- 3. All other consulting, audit assistance, tax and budgeting services (not specifically outlined above or on the fee schedule) will be billed at our hourly rate. Examples of such include the following:
 - a. Preparation of the Management Discussion and Analysis section of the financial statements.
 - b. Board meeting attendance, beyond 2 hours per month.
 - c. Internal audits.
 - d. Governmental and tax reporting.

The proposed fees are based on the anticipated volume of activity as determined from our initial review and the cooperation from your staff. These rates will remain in effect for four (4) months, at which time we will review the accounting volume and reserve the right to adjust fees accordingly.

Accounting standards require that we inform you of the following:

The objective of a compilation is to assist you in presenting financial information in the form of financial statements. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information; the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United

States of America; designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements; preventing and detecting fraud; identifying and ensuring that the City complies with the laws and regulations applicable to its activities.

We will conduct our compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the company's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being compiled. We will apply Governmental Accounting Standards as applicable.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. We are not performing forensics.

If, for any reason, we are unable to complete the compilations of your financial statements, we will not issue reports on such statements as a result of this engagement.

You are responsible for making all management decisions and performing all management functions and for designating an individual who possesses suitable skill, knowledge, or experience to oversee any bookkeeping services, tax services, or other services we provide. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Skills, Knowledge, and Abilities Required

We affirm that we possess the knowledge, skills and experience in accounting, financial controls and budgeting. We are experts at recreating and cleaning up accounting records. We are a full-service CPA firm and have been operating for nearly 25 years.

Education, Certification, and Experience Required

We are a Certified Public Accountant (CPA) firm with 2 CPA's on staff and 2 CPA candidates. In addition, our Director of Operations also holds a Certified Internal Auditor (CIA) certification. the majority of our staff have college degrees including Bachelor of Science degrees in Accounting, Economics, Finance, business or related fields.

Darlene M. Davis, CPA, is the engagement partner and is responsible for supervising the engagement, signing the report or authorizing another individual to sign it, and is responsible for the ongoing management of your account. Other members of the firm will be assigned to you for the day-to-day servicing of your account.

Confidentiality

By virtue of this engagement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall mean information, ideas, materials or other subject matter of the parties, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information also includes, without limitation, the terms and conditions of the engagement, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, organization, agreements and financial information or materials disclosed or otherwise provided by such party ("Disclosing Party") to the other party ("Receiving Party"). Confidential Information does not include that which (1) is already in a Receiving Party's possession at the time of disclosure to the Disclosing Party, (2) is or becomes part of public knowledge other than as a result of any action or inaction of the Disclosing Party, (3) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, (4) is independently developed by the Receiving Party or (5) is a matter of public record. Notwithstanding the foregoing, this engagement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Upon termination of this engagement, the Receiving Party will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

Severability

The terms of this engagement shall be severable and if any term of this engagement is deemed unenforceable, then such term shall be enforced to the maximum extent possible under applicable law so as to effect the intent of the parties and the other provisions of this engagement shall continue in full force and effect.

Term and Termination

- a. This engagement shall commence upon the date of execution by both parties. Either party may terminate this engagement at any time upon thirty (30) days advance written notice to the other party.
- b. Either party may terminate this Agreement upon notice to the other party if the other party breaches or is in default of any obligation hereunder, including the failure to make any payment when due, if said default has not been cured within thirty (30) days after receipt of written notice from the non-defaulting party.
 - c. In the event of non-appropriation by the City, this engagement shall be terminated immediately.

d. Upon termination of this engagement, Davis Associates shall immediately cease performing any services and the City shall pay Davis Associates any compensation due for services actually rendered. The sections titled "Confidentiality", "Severability" and "Termination" shall survive the termination of this engagement. Termination of this engagement by either party shall not act as a waiver of any breach of this engagement and shall not act as a release of either party from any liability for breach of such party's obligations during this engagement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this engagement in accordance with its terms, nor shall termination of this engagement by a party be with prejudice to any other right or remedy of such party during this engagement or applicable law.

If the aforementioned is in accordance with your understanding, please indicate by signature below and return promptly to our office. Upon receipt of the signed proposal, we will further outline the process for our services to commence. If you have any questions, feel free to contact me at 314-653-0008. We look forward to building a lasting relationship with you and your municipality.

Davis Associates	City of Bellefontaine Neighbors, MO
Signed: Name: Darlene M. Davis	Signed: Name: Dinah L. Tatman
Title: CPA Date: 9/25/2024	Title: Mayor Date:

Bellefontaine Neighbors Fee Structure

Recreate Financial Records from July 1, 2021 - December 31, 2024 Approximately 20 Bank Accounts 42 months of reconciliations 840 Bank Reconciliations needed		
Clean up and analyze accounting ledger created	\$	25 000
otean ap and anatyze accounting teager created	Φ	25,000
On going routine full service accounting & reporting		
Receive all invoices for payment process		
Prepare Accounts Payable detail for board payment approval		
Cut AP checks and process routine ACH payments		
Maintain Job costing by fund to create "auditable" financials	\$	50,000
Internal Control Process Development		
Develop and implement internal control processes		
Create internal control procedure documentation		
Conduct Internal Audits of specific areas to ensure IC implementation	\$	15,000
Miscellaneous		
Account for unknown situations we expect to encounter		
Prepare various financial reports		
Special reporting of findings		
Audit assistance & 2 hours of monthly board meeting attendance	\$	10,000
Total Year 1 fee	-	
Total Feat 1 fee	<u>\$</u>	100,000
Monthly Auto ACH payment	\$	8,333
	Ф	0,333
Additional Possible fees		
Hourly Consulting Rate (Items billed wil be identified before incurred)	\$	200
1099 set up and issuance	•	5/\$10 per
·	Ψ/(or to bot

Bellefontaine Neighbors Initial Items Needed

- 1. Bank Statements for ALL bank accounts from June 30, 2021, through current period.
- 2. Copies of all check registers and invoice support provided to board for check approvals from June 30, 2021, to current.
- 3. Investment account statements from June 30, 2021, through current period.
- 4. Credit card statements from June 30, 2021, through current period.
- 5. Pension investment statements from June 30, 2021, through current period.
- 6. Fixed Asset listing as of June 30, 2021.
- 7. List of capital improvements since July 1, 2021.
- 8. Payroll reports to include Quarterly 941s, MO 941, SUTA and FUTA reports from 2nd quarter 201 through current quarter.
- 9. W-2s issued from 2021, 2022, 2023 include W-3 transmittal.
- 10. 1099 and 1096 transmittal for contractor payments from 2021, 2022, 2023
- 11. Loan and debt service statements with annual interest paid statements since June 30, 2021.
- 12. Copy of Sikich workpapers and authority sent to them to release information.
- 13. Copy of HWA Alliance of CPA firms, Inc workpapers and authority sent to them to release information.
- 14. List of routine bills being paid automatically through ACH or electronic transfer.
- 15. Copy of ALL current utility bills for each utility (Gas, Water, Electric, Sewer, etc.).
- 16. Online read-only access to the following systems:
 - a. All bank accounts
 - b. Payroll system Paycom
 - c. Investment system
 - d. Credit card
- 17. Adjusting journal entries from 6/20/2021 audit.
- 18. Access to the online QuickBooks file currently being used.

INTRODUCED BY ALDERMAN JAMES THOMAS

BILL NO. 2704

ORDINANCE NO. 2675

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ELECTRONIC TECHNICIANS SECURITY AND FIRE, LLC TO INSTALL AN AUDIO/VISUAL STREAMING SYSTEM FOR THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI.

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

Section 1. The Mayor is hereby authorized to execute and enter into the Agreement with Electronic Technicians Security and Fire, LLC to install an audio/visual streaming system in the boardroom of the Board of Aldermen of the City of Bellefontaine Neighbors, 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 by the Board of Aldermen and approval by the Mayor.

PASSED BY THE BOARD OF ALDERMI NEIGHBORS ON THIS DAY OF	EN FOR THE CITY OF BELLEFONTAINE , 2024.
Attest:	Presiding Officer
City Clerk	
APPROVED THIS DAY OF	, 2024.
Dinah L. Tatman, Mayor	
Attest:	
City Clerk	



SALES AGREEMENT FOR PRODUCTS AND SERVICES

This Sales Agreement for Products (this "Agreement") is made effective as of November ____, 2024, by and between Electronic Technicians Security and Fire, LLC, a limited liability company registered to do business in the state of Missouri, at 517 W. Osage St, Pacific, Missouri 63069 ("ET Security & Fire"), and the City of Bellefontaine Neighbors (the "City"), at 9641 Bellefontaine Road, St. Louis, Missouri 63137.

1. ITEMS PURCHASED. ET Security & Fire agrees to sell, and the City agrees to buy, the following products (the "Goods") in accordance with the terms and conditions of this Agreement:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Audio/Video Streaming system for	r the City Council Cha	ambers 1	\$26,300.00 \$26,300.00
TOTAL			\$26,300.00

2. PAYMENT. Payment shall be made to ET Security & Fire at 517 W Osage St, Pacific, Missouri 63069. The City agrees to pay the sum of \$26,300.00 as follows:

<u>Event</u>	Payment Amount
Upon Signing of Agreement (Downpayment)	\$13,150.00
Upon Completion System setup/Training	\$13,150.00

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at nine (9) percent per year. The City shall pay all reasonable costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if the City fails to pay for the Goods when due, ET Security & Fire has the option to treat such failure to pay as a material breach of

this Agreement, and may cancel this Agreement and/or seek legal remedies as described below under "Remedies on Default."

3. DELIVERY. Time is of the essence in the performance of this Agreement. ET Security & Fire will arrange for delivery by carrier chosen by the City. Delivery shall be completed by December 20, 2024.

Estimated Delivery of system is six (6) weeks after Agreement signing and making the Downpayment.

- **4. WARRANTIES.** ET Security & Fire warrants that the Goods shall be free of substantive defects in material and workmanship for a period of one (1) year.
- **5. DEFAULT.** The occurrence of a default shall include any of the following shall constitute a material default under this Agreement:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any property of either party to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Goods in the time and manner provided for in this Agreement.
- 6. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- 7. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, delayed, failed or interfered with by causes beyond either party's control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, government regulations, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or curtailment of transportation facilities. The excused party shall use

reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with dispatch whenever such causes are removed or ceased.

- 8. DISPUTE RESOLUTION. Any controversies or disputes arising out of or relating to this Agreement may be resolved by mediation in accordance with the rules of United States Arbitration & Mediation ("USA&M) in St. Louis, Mo if mutually agreed to by the parties in writing. The parties shall select a mutually acceptable mediator knowledgeable about issues relating to the subject matter of this Agreement. The mediator(s) shall not have the authority to modify any provisions of this Agreement or to award punitive damages. The decision rendered by the mediator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court in St. Louis County having jurisdiction. During the continuance of any mediation proceeding, the parties shall continue to perform their respective obligations under this Agreement.
- 9. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business ("Confidential Information"). For purposes of this Agreement, Confidential Information of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, City, and financial information or materials disclosed or otherwise provided by such party ("Disclosing Party") to the other party ("Receiving Party"). Confidential Information does not include that which (i) is already in ET Security & Fire's possession at the time of disclosure to ET Security & Fire, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the City, (iii) is obtained by ET Security & Fire from an unrelated third party without a duty of confidentiality, (iv) is independently developed by ET Security & Fire or (v) is a matter of public record. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

Upon termination of this Agreement, ET Security & Fire will return to the City all records, notes, documentation and other items that were used, created, or controlled by ET Security & Fire during the term of this Agreement.

- **10. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.
- 11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in

any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

- **12. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
- 13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited to the maximum extent possible under applicable law so as to effect the intent of the parties.
- **14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 15. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. ET Security & Fire shall at all times remain an independent contractor with respect to delivering the Goods under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance as ET Security & Fire is an independent contractor.
- **16. GENERAL COMPLIANCE.** ET Security & Fire agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.
- 17. HOLD HARMLESS. ET Security & Fire shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of ET Security & Fire's delivery of the Goods called for in this Agreement. 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. Nothing in this Agreement shall constitute or be considered a waiver of the City's sovereign immunity.
- **18. INSURANCE.** ET Security & Fire shall maintain general liability and related insurance coverage in an amount equal or greater to \$1,000,000 per occurrence and \$3,000,000 aggregate liability for the management, operation or supervision of the youth programs and the use of the City Recreation Center's physical premises. ET Security & Fire shall further maintain professional liability and general liability insurance coverage in the same amount on behalf of its employees and agents, and shall carry workers' compensation insurance on all employees, in the amount required by law. ET Security & Fire shall name the City as an additional insured on such insurance policies, except any workers' compensation policy, and provide acceptable

evidence of same to the City prior to commencing its obligations under this Agreement. A copy of the Certificate shall be attached hereto and incorporated herein by reference.

- **19. TERMINATION.** (a.) This Agreement shall commence on the Effective Date written above and terminate on _______, 20___. Either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party.
- (b.) In the event of non-appropriation by the City, this Agreement shall be terminated immediately.
- (c.) Either party may terminate this Agreement immediately upon notice to the other party if the other party breaches or is in default of any obligation hereunder, including the failure to make any payment when due, if said default has not been cured within thirty (30) days after receipt of written notice from the non-defaulting party.
- (d.) Upon termination of this Agreement, ET Security & Fire shall immediately cease performing any Services and the City shall pay ET Security & Fire any compensation due for Services actually rendered. Sections 9, 13, 17, 18, 19, 20, 21, 22, 23 and 24 shall survive the termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, nor shall termination of this Agreement by a party be without prejudice to any other right or remedy of such party under this Agreement or applicable law.
- **20. RECORDS RETENTION.** Unless a greater retention period is required by state or federal law, all documents pertaining to this Agreement shall be retained by ET Security & Fire for a period of five (5) years after the termination of this Agreement, including renewals and extensions. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed. The City, their authorized agents and/or state/federal representatives shall have full access to and the right to examine any of said materials during said period. During the records retention period, ET Security & Fire agrees to furnish to the City all documents as requested. Records provided by ET Security & Fire shall be in the City's standard word processing format. Data files shall be provided in a format readable by the City.
- **21. COMPLIANCE.** ET Security & Fire agrees to abide by and perform the services under this Agreement in compliance with all applicable local, State of Missouri and Federal laws, rules, regulations and policies.
- **22. FEDERAL WORK AUTHORIZATION.** To the extent it is required, ET Security & Fire shall comply with Missouri Revised Statutes §285.530. Pursuant to Missouri Revised Statutes §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with the state of Missouri or any political subdivision of the state must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being

provided, or to be provided, to the City (to the extent allowed by E-Verify) as set out in ATTACHMENT A. Compliance with this provision requires completion of ATTACHMENT B.

- 23. APPLICABLE LAW. This Agreement shall be governed by and construed according to the laws of the State of Missouri without reference to its conflicts of law principles. The parties agree that should a dispute arise regarding the subject matter herein, the prevailing party shall be awarded reasonable attorneys' fees and costs for such litigation and any and all appeals.
- **24. ET SECURITY & FIRE BID AND BOND REQUIREMENTS.** ET Security & Fire shall install the audio/visual streaming system in the boardroom of the Board of Aldermen in the Bellefontaine Neighbors City as more fully described in ET Security's Bid dated September 3, 2024, which shall be attached hereto and incorporated herein by reference as Exhibit A. The parties understand and agree that the Notice to Proceed will not be issued until the following bonding requirements have been met:
- **a. Bid Guarantee Bond.** ET Security & Fire shall post a bid guarantee bond of 5 percent of the bid price to assure that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified in the bid documents. (Applicable to contracts over \$10,000.)
- **b. Performance Bond.** ET Security & Fire shall post a performance bond for 100 percent of the Agreement Sum to assure satisfactory completion of work provided for in this Agreement (Applicable to contracts over \$10,000.)
- **25. SIGNATURES.** This Agreement shall be signed on behalf of City by its Mayor and on behalf of ET Security & Fire by its Operations Manager and effective as of the date first above written.

[Remainder of Page Intentionally Left Blank.]

Buyer: City of Bellefontaine Neighbors, Missouri	
By: Dinah L. Tatmnan	_ Date:
Mayor	
Seller: Et Security and Fire, LLC	Date:
Et Security and The, EEC	Bute.
By: Jeremy Overman	-
Operations Manager	

ATTACHMENT A

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a political subdivision of the state of Missouri must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted Services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Services being provided, or to be provided, to the City.

Accordingly, you:

- a) agree to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the City prior to or contemporaneously with the execution of your contract with the City;
- b) affirm you are enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the Services being provided (to the extent allowed by E-Verify), or to be provided, by you to the City;
- c) affirm that you are not knowingly employing any person who is an unauthorized alien in connection with the Services being provided, or to be provided, by you to the City;
- d) affirm you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute §285.530, or any regulations issued thereto;
- e) agree to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of your contract with the City (or at any time thereafter upon request by the City), by providing to the City an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agree to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute §285.530; and
- g) agree that any failure by you to abide by the requirements a) through f) above will be considered a material breach of your contract with the City.

By:		(signature)	
	Printed Name and Title:	-	
	For and on behalf of:	_	(company name)

ATTACHMENT B

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _		, being of legal age and having been duly sworn upon my oath,					
state	e the fol	lowing facts are true:					
	1.	I am more than twenty-one years of age; and have first-hand knowledge of the matters					
		set forth herein.					
2.	I am e	employed by and have authority to issue this affidavit.					
	3.	I am enrolled in and participating in the United States E-Verify (formerly known a					
		"Basic Pilot") federal work authorization program with respect to any emplo					
		working in connection with the services I am providing to, or will provide to, t					
		City, to the extent allowed by E-Verify.					
	4.	I do not knowingly employ any person who is an unauthorized alien in connection					
		with the services I am providing to, or will provide to, the City.					
FUF	RTHER	AFFIANT SAYETH NOT.					
By:		(individual signature)					
	For: _	(company name)					
	Title:						
Sub	scribed	and sworn to before me on this day of, 20					
Μv	commis	NOTARY PUBLIC					

INTRODUCED BY ALDERMAN THERESA HESTER

BILL NO. 2705

ORDINANCE NO. 2676

AN ORDINANCE AMENDING SECTION 2-42 OF THE BELLEFONTAINE NEIGHBORS, MISSOURI, CODE OF ORDINANCES AND ADOPTING AN AMENDMENT TO THE PERSONNEL RULES AND REGULATIONS AND PERSONNEL HANDBOOK FOR THE CITY OF BELLEFONTAINE NEIGHBORS PERTAINING TO SYSTEM ACCESS AND AUDIT, IT POLICY.

WHEREAS, the City of Bellefontaine Neighbors has from time to time adopted various ordinances and promulgated various personnel rules, regulations and standards governing the conduct and management of employees of the City, and from time to time amended and revised same; and

WHEREAS, the City now wishes to further amend and revise the provisions thereof to address the use of city-owned vehicles as hereinafter provided;

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

Section One.

Section 2-42 of Division 1 of Article III of Chapter 2 of the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri, is hereby repealed and a new Section 2-42 is hereby enacted in lieu thereof, to read as follows:

Chapter 2 - ADMINISTRATION
ARTICLE 111. OFFICERS AND EMPLOYEES

DIVISION 1. GENERALLY

Sec. 2-42. Personnel rules and regulations adopted.

- (a) The rules, regulations, and procedures set forth in the document entitled "Personnel Rules And Regulations And Personnel/ Handbook City Of Bellefontaine Neighbors, Missouri," dated May 3, 2012, as revised by Ordinance No. 2223 on August 16, 2012; Ordinance No. 2228 on October 18, 2012; Ordinance No. 2275 on March 20, 2014; Ordinance No. 2307 on November 6, 2014; Ordinance No. 2348 on November 5, 2015; Ordinance No. 2366 on May 19, 2016, Ordinance No. 2450 on March 7, 2019 and Ordinance No. ______ on November 21, 2024 are hereby incorporated herein by reference and adopted as the rules, regulations and procedures governing employment with the city as to all matters encompassed therein.
- (b) The Board of Aldermen reserves the right to amend, modify, repeal or revise the provisions set forth in the referenced document from time to time and to interpret and apply the rules and regulation as may be necessary from time to time.

Section Two.

The Personnel Rules And Regulations And Personnel Handbook City Of Bellefontaine Neighbors, Missouri, is hereby amended as follows:

The "City of Bellefontaine Neighbors Access, Computer and Laptop Policy" attached hereto as Exhibit A and incorporated herein by this reference is to be added to and incorporated in the said Handbook.

Section Three.

It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section Four.

The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered by the codification company servicing the City's Code of Ordinances 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.

City Clerk

This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor,

PASSED BY THE BOARD OF ALDERMEN FOR NEIGHBORS THIS DAY OF NOVEMBER, 2024.	
ATTEST:	Presiding Officer
(None)	

APPROVED THIS _____ DAY OF NOVEMBER, 2024. Dinah L. Tatman, Mayor ATTEST: (None) City Clerk STATE OF MISSOURI) COUNTY OF ST. LOUIS) Subscribed and sworn to before me this _____ day of November, 2024.

CITY OF BELLEFONTAINE NEIGHBORS ACCESS, COMPUTER AND LAPTOP POLICY

1. SYSTEM ACCESS AND AUDIT, IT POLICY

Purpose

The purpose of this Access, Computer and Laptop policy ("Policy") is to provide guidance for the security of the financial and other systems within the City of Bellefontaine Neighbors (the "City"). Additionally, the Policy provides guidance to ensure the requirements of the financial audits are met.

Scope

This Policy applies to all City of Bellefontaine Neighbors elected officials, appointed officials, employees, contractors, authorized users, and agents with access to the City of Bellefontaine Neighbors financial and other systems, unless not applicable by its terms.

Policy

Appropriate measures must be taken when using the systems to ensure the confidentiality, integrity, and availability of the data and that access to the data is restricted to authorized users.

Access

The City's IT Senior Network Analyst will ensure that network access is granted using Active Directory user accounts and groups whenever possible. This minimizes the possibility of unauthorized access.

System Security

The City will implement physical and technical safeguards for the financial and other systems server access and ensure that the financial and other systems are internally audited by the IT Senior Network Analyst at least annually to ensure only authorized users are provided access to the City's systems.

Account Review

The City's IT Senior Network Analyst will ensure that individual accounts are reviewed at least annually to ensure only authorized users are provided access to the financial applications.

Desktop Security

The City will implement physical and technical safeguards for workstations with network access to the financial and other systems. Appropriate measures include:

- Restricting workstation access to only authorized personnel.
- Securing workstations (screen lock or logout) prior to leaving area to prevent unauthorized access.
- Enabling a password-protected screen saver with a 10-minute timeout period to ensure that workstations that were left unsecured will be protected

- Complying with all applicable password policies and procedures.
- Ensuring workstations are used for authorized business purposes only.
- · Never installing unauthorized software on workstations.
- Complying with the City's Anti-Virus Guidelines.
- Ensuring that monitors are positioned away from public view. If necessary, install privacy screen filters or other physical barriers to public viewing.
- •Ensuring workstations updated with all operating system security patches and updates.

Enforcement

Any employee found to have violated this Policy may be subject to disciplinary action as set forth in Section 4, Enforcement, up to and including termination of employment.

Any elected or appointed official found to have violated this Policy is subject to a City Ordinance violation as set forth in this Policy under Section 4, Enforcement.

Definitions

Term Definitions

Workstation Includes laptops, desktops and authorized equipment accessing the City of Bellefontaine Neighbors network.

Server For the purposes of this Policy, a server is defined as an internal City of Bellefontaine Neighbors server.

Network For the purposes of this Policy, the network is defined as all City of Bellefontaine Neighbors internal and hosted servers, data, software, and systems.

2. IT REMOTE ACCESS POLICY

2.1Purpose

Use of City Internet services and technology resources is for activities and duties directly connected with the official business of the City and City officials. Remote access to the City of Bellefontaine Neighbors network is a resource to allow the City of Bellefontaine Neighbors and its employees, elected and appointed officials to meet City goals and objectives.

2.2 Scope

The remote access Policy is designed to outline the City of Bellefontaine Neighbors' policy and requirements to allow City employees to have remote access to City equipment and infrastructure. **Exceptions:** Some employees will be unable to participate in the remote access program. Remote access will be provided at the discretion of department managers in conjunction with the IT Department. Remote access is currently limited to exempt employees.

3 ACCEPTABLE USE POLICY

3.1 Acceptable Use

Hardware devices, software programs, and network systems purchased and provided by the City for remote access are to be used only for creating, researching, and processing City-related materials. By using the City's hardware, software, and network systems you assume personal responsibility for their appropriate use and agree to comply with this Policy and other applicable company policies, as well as City, State, and Federal laws and regulations. Persons authorized to use City computer services to access and use the Internet and e-mail that do not comply with this Policy and as a result cause damage to the system, or data or information contained within the system, or whose noncompliant use causes the City or its officials to incur monetary liability may be required to indemnify the City for any direct loss and reasonably foreseeable consequential losses suffered by the City by reason of a violation of this Policy. Persons authorized shall include elected and appointed officials of the City.

3.2 Equipment & tools

The City will provide a workstation or laptop for remotely accessing the City's data network. The City will provide a secure, two-factor authentication method to access the City's network. Only City licensed software will be installed on the City provided computer. Additional software or equipment drivers are not to be installed by the user without express, prior authorization from the IT Department and approval by the user's department manager. The use of equipment and software provided by the City for remotely accessing the City's computer network is limited to authorized persons and for purposes relating to City business.

3.3 Use of personal computers and equipment

The City will only provide support and maintenance for equipment and software provided by the City during regular business hours. Home computer equipment will not be allowed to remotely access the City network. The City is not responsible for providing an Internet connection for remote access to the City's network. Remote users are responsible for providing their own broadband Internet connection to the City's network.

3.4 Use of laptops

All laptops and related equipment and accessories are City property and are provided to the users for a period of time as deemed appropriate by the City's administration. As a condition of their use of the City's laptop computers, users must comply with and agree to all of the following:

- Prior to being issued one of the City's laptop computers, users will sign the Laptop Acceptance Form and agree to this Policy.
- Users should NOT attempt to install software or hardware or change the system configuration including network settings.
- Users are expected to protect laptops from damage and theft.
- Users will not be held responsible for computer problems resulting from regular use; however, users will be held personally responsible for any problems caused

- by their negligence as deemed by the City's IT Department Senior Network Analyst.
- Users shall properly return any assigned laptop, equipment and/or accessories upon the City's request.

3.5 Laptop Safety Rules

Due to size and portability, laptop computers are especially vulnerable to theft. Users should follow the rules set out below. An individual who receives a City laptop will be held personally responsible for any City laptop computers, equipment, and/or accessories that are stolen during the time they have been assigned to that individual. Below are some tips on how to protect your laptop from being stolen.

- 1. Do not leave a laptop in an unlocked vehicle, even if the vehicle is in your driveway or garage. Never leave it in plain sight. If you must leave your laptop in a vehicle, the best place is in a locked trunk. If you do not have a trunk, cover it and lock the doors.
- 2. Be aware of the damage extreme temperature can cause to computers.
- 3. Carry your laptop in a nondescript carrying case or bag when traveling.
- 4. Do not leave a meeting or conference room without your laptop. Take it with you.
- 5. Never check a laptop as luggage at the airport.
- 6. Lock the laptop in your office during off-hours or in a locked cabinet or desk when possible.

If a theft does occur, immediately notify the City's Administration.

4. ENFORCEMENT

Penalties for violation of this Policy will vary depending on the nature and severity of the specific violation.

Any employee who violates this Policy may be subject to:

- (i) Disciplinary action as described in the City's personnel manual including but not limited to reprimand, suspension and/or termination of employment; and/or
- (ii) Penalties provided under Section 1-10(a) general penalty provisions, applicable to violation of the City's Code of Ordinances. Section 1-10(a) provides, in relevant part, as follows:

- (a) General penalty provisions.
 - (1) Whenever in this Code or in any ordinance of the city, or in any rule, regulation, notice, condition, term or order promulgated by any officer or agency of the city under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense or misdemeanor or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, where no specific penalty is provided therefor, the violation of any such provision of this code or any such ordinance, rule, regulation, order or notice shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment, but in any case wherein the penalty for an offense is fixed by any statute, the same penalty shall apply....

Any elected or appointed official of the City, or any other authorized user, who violates this Policy may be subject to penalties provided under Section 1-10(a) general penalty provisions, applicable to violation of the City's Code of Ordinances, as well as any applicable federal and/or state law.

City of Bellefontaine Neighbors Laptop Acceptance Form

I understand that all laptop computers, equipment, and/or accessories the City has provided to me are the property of the City. I agree to all of the terms in the City's Access, Computer and Laptop Policy, and the City's Tech Support policies provided by REJIS. I will return the equipment to the City in the same condition in which it was provided to me.

I understand that I am personally responsible for any damage to or loss of any laptop computer and/or related equipment and accessories. In case of damage or loss I will replace or pay the full cost of replacement of the damaged or lost equipment with equipment of equal value and functionality subject to the approval of the City.

I will not install any additional software or change the configuration of the equipment in any way without prior consultation with the City's IT Senior Network Analyst.

I will not allow any other individuals to use any laptop computer and/or related equipment and accessories that have been provided to me by the City.

I understand that a violation of the terms and conditions set out in the Policy will result in the restriction and/or termination of my use of the City's laptop computers, equipment, and/or accessories and may result in other legal action.

Signature	Date				
Home Phone	Model	City ID #			
Items Loaned / Condition – <i>If used or damaged please make additional comments</i>					
Item Loaned Condition					
Laptop Computer Yes No_	New Used	Damaged			
Power Supply & Cord Yes	No New Use	ed Damaged			
Video Adapter Yes No	New Used	Damaged			
Surge Protector Yes No	New Used	_ Damaged			
Laptop Bag Yes No I	New Used Da	imaged			
Comments: New					