

CITY OF SALISBURY, MISSOURI

BILL NUMBER: 24-02-01

ORDINANCE NUMBER: 24-02-01

AN ORDINANCE AUTHORIZING THE GREEN HILLS REGIONAL PLANNING COMMISSION TO SUPPLY A CODE ENFORCEMENT OFFICER, AUTHORIZATION TO MAYOR TO SIGN MEMORANDUM OF UNDERSTANDING ON BEHALF OF CITY; TIME WHEN ORDINANCE SHALL TAKE EFFECT

NOW THEREFORE, be it ordained by the Board of Aldermen the City of Salisbury, Missouri, as follows:

Section 1: The Board of Aldermen of the City of Salisbury, Missouri hereby approve the retention of Green Hills Regional Planning Commission to supply a code enforcement officer for the City of Salisbury, Missouri

Section 2: The terms and conditions of the agreement as set forth in the attached Memorandum of Understanding are hereby accepted and approved and the Mayor is given authority to enter into the contract on behalf of the city.

Section 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and passed this 8th day of February, 2024.

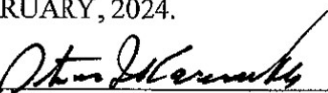


Stephen J. Kacvinsky, MAYOR

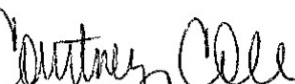
Attest 

Courtney Cole, Clerk

THIS ORDINANCE APPROVED THIS  DAY OF FEBRUARY, 2024.



Stephen J. Kacvinsky, MAYOR

Attest 

Courtney Cole, Clerk



MEMORANDUM OF UNDERSTANDING (MOU)

WHEREAS, the Green Hills Regional Planning Commission (GHRPC) and the City of Salisbury (City), have come together to make this agreement; and

WHEREAS, the ~~party~~ parties identified above ~~has~~ have agreed to enter into this agreement in which GHRPC and the City agree to further development of shared Code Enforcement programming in the City of Salisbury, Missouri.

WHEREAS, the parties agree to commence the implementation of this MOU upon the approval of this MOU by GHRPC and the City.

NOW, THEREFORE, it is hereby agreed by and between GHRPC and the City as follows:

1. Project Overview

Background

It is recognized both parties work hard and innovatively to develop a code enforcement program, through a shared code enforcement officer.

**Code Enforcement Officer will be present in the City of Salisbury
~~_____~~ twice per month, for up to 16 hour(s) per month.**

Code Enforcement Officer's presence in court will be additional hours at the hourly rate listed in this contract and will be agreed to in writing and requested by the City of Salisbury.

Shared Space and Programming

GHRPC and the City of Salisbury will coordinate to provide.....

2. Roles and Responsibilities

GHRPC:

- Be the legal employer of the Code Enforcement Officer.
- Provide overall supervision of daily tasks and desk space for the Shared Code Enforcement Officer at our office location: 810 Washington St Trenton, MO 64683
 - a. Provide a space for code enforcement related items, files as needed.
 - b. Supply computer equipment and uniforms needed to carry out the duties.

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- c. Meeting Space for Code Enforcement Related activities—utilization of a conference room as needed.
- d. Mail slot in the supply room for all necessary mailings to and from code enforcement officer.
- e. Assist in the tracking of time spent in the various communities for invoicing purposes.
- GHRPC will agree to carry worker's comp insurance, auto and genal liability insurance of at least \$1 million per occurrence and \$2 million aggregate.

The City of Salisbury will:

- Agree to reimburse GHRPC for expenses related to the code enforcement officer's hourly rate with fringe benefits and mileage expenses--Rate per hour will not exceed \$50/hr. Rate per hour will depend on the following: Salary (currently at \$17.50/hr), Fringe benefits (currently at \$14,141/year), Computer Equipment, Copying Expense, Postage, Training, mileage.
- Pay the required invoices monthly and on-time.
- Provide contact information for someone at the City for questions that arise from code related activities. This person should be a supervisor of the code-related activities for the City of Salisbury.
- Provide the necessary information and training needed for successful code enforcement in the City of Salisbury.
- Provide a fiscal contact to Debbie Pergande, GHRPC Finance Manager, for any invoices for space or printing costs.
- Provide advance notice for council meetings and other evening meetings that the code enforcement officer would need to attend to adjust schedules as needed.

Duties of Code Enforcement Officer:

- Conducts field work and inspections of properties related to property maintenance, nuisance and zoning codes; writes up violations, if found; and documents and takes pictures of violation issues.
- Writes citations as necessary for code violations. Coordinates with court personnel on citations and upcoming court cases.
- Conducts court re-checks of properties scheduled for court; documents and takes pictures of properties not in compliance; and provides an update for the judge; attends court to respond to any questions.
- Researches, prepares and submits routine, recurring and special reports to management including quarterly reports; and makes council presentations as requested.
- Responds to questions from the public, property owners, and other parties/agencies by explaining the applicability of codes, ordinances, city and

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state statutes and related regulations and industry standards, the codes enforcement processes, and case-specific information while maintaining required security and confidentiality of information created or encountered in the course of assigned duties.

- Creates and maintains files and related records in manual and automated systems and assures proper retention and archiving.
- Supports the relationship between municipalities and the constituent population by providing excellent customer service; promotes city/community goals and priorities in compliance with all policies and procedures; maintains absolute confidentiality of work-related issues, client records and municipality information; and performs related duties as required or assigned.

Hold Harmless

GHRPC agrees to hold the City harmless for all claims or liability arising out to the professional services furnished under this agreement. Both parties agree to the extent allowed under the laws of the State, indemnify, defend, and hold harmless the City, Board members, employees and designees from any claim, loss, legal proceedings, and liability that results from the program under this MOU.

Disputes

Whenever possible, disputes will be resolved informally. All local actions to resolve disputes will be documented. Should informal resolution efforts fail; the dispute will be referred in writing to the Chair of the Regional Planning Council, Robert Munden. The Council will mediate and attempt to resolve the dispute.

4. Termination of MOU

Either party can terminate a memorandum of understanding by notifying the other party at any time.


5. Timeline

- Expected start date of amended agreement – _____, March 1, 2024 with expected review date by December 31, 2024—Prior to the start of the next Fiscal and Calendar year.

Green Hills Regional Planning Commission

Signed this _____ day of _____, _____

Corinne Watts
Executive Director
Green Hills Regional Planning Commission



Steve Kacvinsky, Mayor
City of Salisbury