



AGENDA

- 1. **Call to Order**
- 2. **Roll Call**
- 3. **Pledge of Allegiance**
- 4. **Approval of Minutes**
 - a. Minutes of the November 11, 2024 Board of Aldermen Meeting
- 5. **Citizen Comments**
- 6. **Legislation**
 - a. Bill 5005 – Winchester Services Contracts
 - b. Bill 5006 – Golf Course Fees
 - c. Bill 5007 – Budget Reappropriation
- 7. **Mayor’s Report**
- 8. **City Administrator’s Report**
- 9. **City Attorney’s Report**
- 10. **Staff Reports**
 - a. Administration – 400 Monticello Drive Fence
- 11. **Aldermanic Comments**
- 12. **Adjourn**

***NOTE:** Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.*

***CLOSED SESSION:** Pursuant to Section 610.022 RSMo., The Board of Aldermen could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss legal matters, personnel/employee matters, and/or real estate, as provided under Sections 610.021(1) RSMo., 610.021(2) RSMo., 610.021(3) RSMo.*

***ADA NOTICE:** Residents of Ballwin are afforded an equal opportunity to participate in the programs and services of the City of Ballwin regardless of race, color, religion, sex, age, disability, familial status, national origin or political affiliation. If one requires an accommodation, please call (636) 227-8580 V or (636) 527-9200 TDD or 1-800-735-2466 (Relay Missouri) no later than 5:00 p.m. on the third business day preceding the hearing. Offices are open between 8:00 a.m. and 5:00 p.m. Monday through Friday.*



**BOARD OF ALDERMEN
Meeting Minutes**

NOVEMBER 11, 2024

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

THE MINUTES ARE PREPARED IN SUMMARY TO REFLECT THE OVERALL DISCUSSIONS, NOT VERBATIM QUOTES.

The meeting was called to order by Mayor Pogue at 7:00 p.m.

ROLL CALL

Present

Absent

- Mayor Tim Pogue
- Alderman Mike Utt
- Alderman Michael Finley
- Alderman Pamela Haug
- Alderman Mark Stallmann
- Alderman Frank Fleming
- Alderman Mark Weaver
- Alderman David Siegel
- Alderman Jim Lehmkuhl
- City Administrator Eric Sterman
- City Attorney Robert Jones

The Pledge of Allegiance was recited.

MINUTES

The minutes from the October 28, 2024 Board of Aldermen meeting were submitted for approval. A motion to approve as submitted was made by Alderman Frank Fleming and seconded by Alderman Michael Finley. A voice vote was taken with unanimous affirmative result and the motion passed.

CITIZEN COMMENTS

Michael Scott, 643 Kehrs Mill Road, spoke about rumors he had heard regarding the sale of the Barn at Lucerne. He noted he had concerns over what could possibly go into that property.



**BOARD OF ALDERMEN
Meeting Minutes**

NOVEMBER 11, 2024

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

PRESENTATION

Finance Officer Denise Keller presented the results of the 2024 Budget Survey to the Board of Aldermen. She noted more people had taken this survey this year compared to years previously. This is the fourth year the City has done a budget survey.

LEGISLATION

Bill 5003 - AN ORDINANCE AMENDING THE TIME REQUIREMENTS FOR CALCULATING AND PRORATING BUSINESS LICENSE FEES

A motion was made by Alderman Frank Fleming and seconded by Alderman Mark Stallmann for a first reading of Bill 5003, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5003, title only.

Discussion:

City Administrator Eric Sterman noted this bill is being brought forward to create language in ordinances to allow for a refund if a business were to leave the City or close after paying the yearly business license fee.

A motion was made by Alderman Frank Fleming and seconded by Alderman Mike Utt for a second reading of Bill 5003, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5003 for a second time, title only.

A roll call vote was taken for passage and approval of Bill 5003 with the following results:

Aye: Aldermen Utt, Finley, Haug, Stallmann, Fleming, Weaver, Siegel, Lehmkuhl

Nay:

Bill No. 5003 was approved and became Ordinance No. 24-19.

Bill 5004 - AN ORDINANCE AMENDING THE METHOD OF REPORTING GROSS RECEIPTS.

A motion was made by Alderman Mark Stallmann and seconded by Alderman Mike Utt for a first reading of Bill 5004, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Stallmann read Bill 5004, title only.

Discussion:

City Administrator Eric Sterman clarified this bill aligns the current City code with state law in regards to utility tax remittances. State law allows for monthly, quarterly or yearly payments dependent on how much is being paid.



**BOARD OF ALDERMEN
Meeting Minutes**

NOVEMBER 11, 2024

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

A motion was made by Alderman Mark Stallmann and seconded by Alderman Mike Utt for a second reading of Bill 5004, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Stallmann read Bill 5004, title only.

A roll call vote was taken for passage and approval of Bill 5004 with the following results:
Aye: Aldermen Utt, Finley, Haug, Stallmann, Fleming, Weaver, Siegel, Lehmkuhl
Nay:
Bill No. 5004 was approved and became Ordinance No. 24-20.

MAYOR’S REPORT

Mayor Tim Pogue recommended Steven Wheeler to the Parks & Recreation Citizen Advisory Committee. Alderman Mark Stallmann made a motion to approve the recommendation with Alderman David Siegel. A voice vote was taken with unanimous affirmative result and the motion passed. He also noted that it was Alderman Pamela Haug and Public Works Director Jim Link’s birthday today. The Board sang happy birthday to both.

CITY ADMINISTRATOR’S REPORT

City Administrator Eric Sterman noted construction on Vlasis Park Playground is progressing. There will be a ribbon cutting ceremony when the playground is finished.

CITY ATTORNEY’S REPORT

None.

STAFF REPORTS

Administration – 2025 Ballwin Life Magazine Bids

Staff recommends going with Messenger Print again for the 2025 printing of Ballwin Life Magazine at a cost of \$22,992 for the year.

Discussion:

Marketing & Communications Specialist Megan Freeman spoke to the Board, noting this was the second year the City had gone out to bid for the full year of printing after bidding each issue in years prior. Messenger Print was the lowest bidder again this year and the recommendation was to approve them for the 2025 printing of Ballwin Life Magazine.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley to accept staff’s recommendation. A voice vote was taken with unanimous affirmative result and the motion passed.



**BOARD OF ALDERMEN
Meeting Minutes**

NOVEMBER 11, 2024

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

Parks & Recreation – Golf Fee Increase 2025

Staff recommends drafting legislation to change the greens fees for Non-Residents from \$17 to \$20 per round.

Discussion:

Parks & Recreation Director Chris Conway noted City staff was proposing increasing greens fees for Non-Residents to \$20. It is in line with most midwest municipal golf courses.

Alderman Mark Weaver noted he hears comments from residents & non-residents frequently that our course is too cheap and is glad to see an increase.

Alderman David Siegel asked whether there was an increase in rounds due to the addition of GolfNow. Parks Director Conway noted up to this point we are at two thousand rounds more than we were last year.

A motion was made by Alderman Mike Utt and seconded by Alderman Mark Stallmann to accept staff’s recommendation. A voice vote was taken with unanimous affirmative result and the motion passed.

ALDERMANIC COMMENTS

Alderman Mark Stallmann asked whether City staff had heard anything regarding the possibility of a sale of the Barn at Lucerne property. City Administrator Eric Sterman noted he had not heard anything for at least two years on that property so as far as he knows, it’s not for sale and no one has come forward asking the City about a potential sale.

Alderman Stallmann also congratulated State Representative Philip Oehlerking on his recent election win. He also noted it was Veterans Day and thanked the Veterans present.

Alderman Mark Weaver noted he will not be in attendance at the next Board of Aldermen meeting.

ADJOURNMENT

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley to adjourn. The motion was passed by unanimous affirmative voice vote and the meeting adjourned at 7:44 p.m.

_____ TIM POGUE, MAYOR

ATTEST:

_____ MEGAN FREEMAN, CITY CLERK



Bill No. 5005

Ordinance No. _____

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, HAUG, FLEMING, WEAVER, LEHMKUHL, SIEGEL

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY WITH THE CITY OF WINCHESTER RELATING TO THE PROVIDING OF POLICE SERVICES, MUNICIPAL COURT SERVICES AND BUILDING AND CODE ENFORCEMENT SERVICES FOR THE CITY OF WINCHESTER.

WHEREAS, under the provisions of sections 70.815 and 71.370 RSMo., the City of Ballwin is empowered and authorized to contract and cooperate with other municipalities for common services; and

WHEREAS, the City of Winchester desires police services, municipal court services and building and code enforcement services from the City of Ballwin; and

WHEREAS, the City of Ballwin has the ability to provide such police services, municipal court services and building and code enforcement services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Ballwin is hereby authorized and directed to sign, on behalf of the City of Ballwin, agreements with the City of Winchester, Missouri, providing for police services, municipal court services and building and code enforcement services for the City of Winchester by the City of Ballwin, copies of which are attached hereto and incorporated herein by reference as Exhibits A, B and C respectively.

Section 2. The period for which police services, municipal court services and building and code enforcement services shall be rendered to and for the City of Winchester shall be from January 1, 2025, through December 31, 2027, subject to a notification of cancellation, in writing, by either party as provided in the Agreements.

Section 3. The cost of providing such services shall be based upon the terms attached and incorporated into Exhibits A, B and C.

Section 4. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2024.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2024.

TIM POGUE, MAYOR

ATTEST:

ERIC STERMAN, CITY ADMINISTRATOR

POLICE SERVICE AGREEMENT

This Agreement made and entered into by and between the City of Winchester, a municipal corporation of the State of Missouri, hereinafter referred to as “Winchester”, and the City of Ballwin, a municipal corporation of the State of Missouri, hereinafter referred to as “Ballwin”;

WHEREAS, the provisions of Secs. 70.210-70.325, inclusive, RSMo. empower municipalities to contract and cooperate with each other for a common service; and

WHEREAS, Winchester desires police protection, including the enforcement of its ordinances, from Ballwin; and

WHEREAS, Ballwin has the ability to provide said police protection; and

WHEREAS, Winchester has duly enacted and approved Ordinance #1137a certified copy of which is attached hereto and made a part hereof, authorizing its Mayor to execute this Agreement and to appoint any and all police officers of the Department of Police of Ballwin, designated by the Ballwin Chief of Police, as police officers of Winchester; and

WHEREAS, Ballwin has duly enacted and approved Ordinance #____, a certified copy of which is attached hereto and made a part hereof, authorizing its Mayor to execute this Agreement.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN WINCHESTER AND BALLWIN AS FOLLOWS:

1. Ballwin shall provide continuous twenty-four (24) hour-per-day, seven (7) days-per-week police protection for Winchester, and its police officers shall have such police powers as are provided in Section 85.610-85.620 RSMo. while performing police services under the terms of this Agreement. Winchester (.25 sq. miles) will be integrated into a policing sector within the Ballwin Police Department’s beat plan. In addition to the assigned patrol unit, the Winchester will also receive routine patrols by on-duty Ballwin Police Watch Commanders, roving patrol units, and traffic safety units. A Neighborhood Policing Officer will be assigned to Winchester to assist in resolving quality of life issues with residents, working in conjunction with City officials and the Ballwin Inspection partnership with Winchester. The full scope of services is outline in Exhibit A attached hereto.
2. The police protection to be provided herein and pursuant to this Agreement shall be of the same caliber as the police protection provided by Ballwin Police Department for its own city, but not less than as is specified in paragraph 1 above.
3. All communications, including dispatching, shall be handled by the Ballwin Police Department unless alternate arrangements are approved in writing by both parties.

4. Ballwin Police personnel shall appear in the Circuit Court, St. Louis County, or the Municipal Court handling Winchester matters, to testify in any cases involving crimes committed in the City of Winchester. This shall pertain to all Misdemeanor, Felony and Traffic cases. A representative of the Police Department will attend the Winchester Board of Aldermen meetings or other sessions if requested.
5. All police paperwork, including reports to be filed with any governmental agency, shall be filed by the Ballwin Police Department. A monthly report of all police activities in Winchester for the preceding month shall be submitted to the City Administrator of Winchester prior to the first Tuesday of the following month. Additional reports will be prepared by Ballwin as requested by Winchester on a reasonable and timely basis.
6. Any official complaints from Winchester involving either an individual police officer or the type of police protection provided by the Ballwin Police Department involving Winchester shall be forwarded in writing from the Mayor or City Administrator of Winchester to the Ballwin Chief of Police. All such complaints will be recognized and handled in this manner only, but this shall not preclude a resident of Winchester from directly contacting the Ballwin Police Department. Communications shall be made by the Ballwin Chief of Police as to the final disposition of all such complaints within a reasonable time. If a complaint cannot be resolved by the Ballwin Chief of Police, then it will be referred to the Ballwin City Administrator, and if not resolved at this level, the two Mayors shall attempt to resolve it.
7. The parties hereto agree that the police officers and other personnel providing the aforesaid police services for Winchester are employees of Ballwin only, and nothing herein contained shall be construed to create an employer-employee relationship of these individuals with Winchester.
8. Winchester shall pay Ballwin for municipal police services on a monthly basis. The amount to be paid is \$189,384 in year 1 of this Agreement, payable in monthly installments of \$15,782. On the anniversary date of each year of this Agreement, the amount to be paid by Winchester will be adjusted by multiplying the two-year rolling average of the Consumer Price Index.
9. This Agreement shall be effective for a term of three (3) years commencing on the 1st day of January, 2025, and terminating on the 31st day of December, 2027, unless sooner terminated by either party giving not less than ninety (90) days written notice of termination prior to the end of any calendar year during the term of the Agreement or as otherwise provided in this Agreement. Either party may terminate this Agreement at any time by giving the other party one hundred twenty (120) days prior notice in writing signed by the Mayor of the party terminating the Agreement. In the event a party to this Agreement becomes financially insolvent and is unable to satisfy its financial obligations, either party may terminate this Agreement upon giving thirty (30) days written notice of termination to the other party.

10. Winchester and Ballwin shall have the option to extend the agreement after December 2027 for unlimited additional one (1) year increments at the same terms of this agreement, subject to the price adjustments in section eight (8) of this agreement. In order to exercise an extension of this agreement both parties must acknowledge in writing their intent to exercise the mutual additional year option within thirty (30) days before the extension would commence.
11. To the extent required or allowed by law, Winchester agrees to indemnify and hold harmless Ballwin and its Mayor, members of the Board of Aldermen, City Administrator, and the Chief of Police from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising from any act or omission to act by any official, employee, agent or representative of Winchester. To the extent required or allowed by law, Ballwin agrees to indemnify and hold harmless Winchester and its Mayor, members of the Board of Aldermen, and the City Administrator from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising from any act or omission to act by any official, employee, agent or representative of Ballwin.
12. Irrespective of any other provision herein, Ballwin shall at all times be solely responsible for the performance of all actions by its police officers in the line of duty. Ballwin shall at all times maintain an insurance policy providing two million dollars (\$2,000,000.00) coverage. Ballwin shall cause to be furnished to Winchester a copy of its police liability policy, and any lapse in said police liability policy shall be cause for immediate termination of this Agreement at the option of Winchester.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as
of the ____ day of _____, 2024.

CITY OF WINCHESTER, MISSOURI

Greg M. Winham
Mayor

ATTEST:

Barbara Beckett
City Administrator

CITY OF BALLWIN

Mayor

ATTEST:

City Administrator



BALLWIN POLICE DEPARTMENT OVERVIEW OF POLICE SERVICES FOR THE CITY OF WINCHESTER, MO

GENERAL PROVISIONS

The Ballwin Police Department will continue to provide **continuous** quality twenty-four (24) hours-per-day, seven (7) days-per week police protection. The City of Winchester (.25 sq. miles) will be integrated into a policing sector within the Ballwin Police Department's beat plan. In addition to the assigned patrol unit, the City of Winchester will also receive routine patrols by on-duty Ballwin Police Watch Commanders, roving patrol units, and traffic safety units. A Neighborhood Policing Officer will be assigned to the City of Winchester to assist in resolving quality of life issues with residents, working in conjunction with City officials and the Ballwin Inspection partnership with Winchester. The Neighborhood Policing Officer will dedicate 4 hours a week to providing services to the City of Winchester.

ENFORCEMENT OF LAWS AND ORDINANCES

Enforcement action will be taken on all violations of Ordinances for the City of Winchester and statutes of the State of Missouri. Local patrols will be continuously conducted throughout the City to include the primary sector car, traffic safety units, roving units; neighborhood policing and Ballwin watch command units. Traffic enforcement citations and warnings will be completed and submitted to the Winchester Municipal Prosecuting Attorney. Unless a felony crime, which is required to be submitted to State Circuit Court for prosecution, all other traffic and misdemeanor violations will be prosecuted under the ordinances of the City of Winchester. Traffic surveillances and traffic studies will be conducted in problematic areas, as well as those requested by City officials, with on-scene police units or our Speed Spy data collection instruments, which affix to utility poles for a specified period of time. Analysis will be provided based on the data retrieved from the studies. Police reports will be taken by the responding officer(s). Criminal violations requiring investigation, which cannot be cleared by the Patrol Division, will be forwarded to the Ballwin Police Division of Criminal Investigation for follow-up and disposition.

OVERVIEW OF THE BALLWIN POLICE DEPARTMENT

The City of Ballwin has provided police services for the past five years to the City of Winchester. We previously provided police services for numerous years. We pride ourselves on providing the highest level of service with integrity, professionalism and innovation. **There is no distinction between the services Winchester citizens receive from that of Ballwin citizens.**

The Ballwin Police Department works closely with other agencies within St. Louis County and the broader region. At the Department's disposal are the federal agencies: FBI, DEA, Secret Service, ATF, etc. In

addition, the St. Louis County and other Multi-Jurisdictional collaborative services are also available at no cost to municipal agencies upon request, i.e. helicopter, tactical operations team, bomb disposal unit, canine units etc. The St. Louis Area Major Case Squad, a multi-jurisdictional task force comprised of detectives throughout the St. Louis region, including four (4) Ballwin detectives, a highly-coveted status, is at the disposal of the Ballwin Police Department in cases of homicide, serious assaults with potential of death, or missing endangered person cases. The Ballwin Chief of Police will evaluate the case to determine if Major Case Squad participation is needed.

The Ballwin Police Department maintains its own fully functioning crime scene unit. This includes certified criminal investigators, a fraud investigator, juvenile detective and undercover drug detective assigned to the U.S. Drug Enforcement Administration. The criminal investigators investigate murder, rape, sexual assaults, robberies, burglaries, thefts, frauds and other crimes and incidents reported to the Department.

Crime scenes are processed by the criminal investigators and uniformed crime scene processors. There is always an officer on patrol who is driving one of two fully equipped Crime Scene Processing Units. All scenes are processed while the reporting officer is gathering information for their report. The Department also utilizes electronic investigative databases such as Leads on Line and TLO; both are web based services designed to facilitate the recovery of missing or stolen property. In addition, the following state and national criminal information centers are utilized:

- Mid-States Organized Crime Information Center
- St. Louis Early Warning Terrorism Center
- Missouri Information Analysis Center
- Missouri Organized Retail Crime Association
- Missouri Financial Fraud Investigators
- Illinois Information Analysis Center
- National Insurance Crime Bureau

Ballwin investigators use digital surveillance capabilities during investigations, which enable them to provide 24-hour continuous remote surveillance of commercial as well as residential areas having a high propensity for burglary.

The Ballwin Division of Criminal Investigation maintains its own evidence processing lab at Ballwin Police Headquarters. This enables investigators to examine and process evidence through various means to include scientific chemical testing. What cannot be processed at our Department is sent to the County, State or FBI laboratories.

The Ballwin Police Department maintains its own Use of Force Training Division, utilizing the state-of-the-art indoor "The Range - St. Louis West" training facility, located on Seven Trails Drive in the heart of Ballwin. The Department has incorporated a number of lethal and less-than-lethal weapon systems. In addition to the 9mm sidearm, our officers carry .223 caliber patrol rifles, 12 gauge less-lethal bean bag round shotguns, TASERS, pepper spray and the ASP Baton. As part of our training regiment, the Department routinely uses firearms training simulation to place officers in shoot, no-shoot scenarios, providing them de-escalation training.

Ballwin Police Officers are equipped with Automated External Defibrillation units (AEDs). This gives the officer, who routinely arrives before the paramedics; the ability to analyze if an individual is in cardiac

arrest and whether to continue CPR if the patient needs to have their heart shocked. In addition to the AEDs, the Department has deployed Narcan Nasal Spray, for deployment in opioid overdose situations. Officers are trained in the use of tourniquets and Quikclot hemostatic agents to be used in traumatic injuries. Each officer has been issued a personal trauma kit containing these items. Each patrol unit is equipped with a first-aid kit. Law enforcement technology continues to evolve. All Ballwin patrol vehicles are equipped with mobile data terminals (MDTs), allowing officers to review arrest histories, drivers' license status and arrest warrants through REJIS, MULES, NCIC and DOR. Our computer aided dispatching (CAD) and mapping system is also displayed in the patrol vehicles, allowing the officers to see in real time as calls come in, providing them the opportunity to begin their response to the call location before the dispatcher comes over the air with the call. It should be mentioned that all Winchester streets and addresses are loaded into our CAD system. After completing the calls for service, officers have the ability to enter their own call notes directly into the system for more thorough documentation. This also greatly reduces non-emergency radio traffic. The MDTs provide us the ability to utilize E-Citation, Traffic Analysis Reporting, CARE Criminal Report Entry, and LETS Crash Reporting and Diagramming, right from the police vehicle.

Prisoner processing is completed in the Ballwin Police Department's processing and holding facility. Our officers do not need to transport prisoners great distances to a jail and so they have a quicker turn around to being back out on patrol. Prisoner pedigree and charging information is entered directly into the applicable criminal database. Digital mug shot imaging allows all area law enforcement agencies to view these photographs almost immediately for real-time information sharing through the REJIS network. A digital search can compile a line-up within minutes from the central repository computer for St. Louis County.

All Ballwin Police Officers are Crisis Intervention Team (CIT) certified. Officers are able to assist citizens in crisis and ensure they receive the services needed to overcome the crisis. We work closely with Behavioral Health Response (BHR) and other community based services. Our Neighborhood Policing Officers have additional resources at their disposal to assist citizens.

We are extremely proud of the fact that the Ballwin Police Department is dual accredited by the Missouri Police Chiefs Charitable Foundation and the Commission on Accreditation for Law Enforcement Agencies (CALEA). These are multiple year accreditations that require yearly review of our high liability policies and procedures.

Services Included in the Contract

The Ballwin Police Department prides itself on being a proactive police department, with an emphasis on police/community partnerships. Efforts to keep Ballwin and Winchester safe and vibrant communities are best accomplished through police and residents working together.

In addition to the patrol officers, Winchester will be assigned its own Neighborhood Policing Officer (NPO), who will work to build police/community partnerships. In the event a call for service needs follow-up attention, i.e. neighborhood mediation etc., the Neighborhood Policing Officer will respond and provide intervention to permanently resolve issues. The NPO will work closely with the designated Winchester Code Enforcement Officer to address problem properties and quality of life issues. The NPO will frequent the Winchester City Hall during weekday hours, making themselves available to meet with residents. Our community policing philosophy will help strengthen the partnership between the residents of Winchester and the Ballwin Police Officers by finding lasting solutions affecting quality of life for the

residents. The Ballwin Police Community Affairs Unit will offer numerous programs to Winchester residents. Those include, but are not limited to:

Free Narcan and Opioid Addiction Information

Neighborhood Watch

Neighborhood Conflict Mediation

Home / Business Security Surveys

Community Oriented Policing (COPS UNIT)

Citizens Police Academy

Bicycle Patrols

Vacation Security Checks

In Safe Hands

R-U-OK? (Are You OK?) Program

Safe at Home

P2D2 Drug Take Back Box in the Ballwin PD Lobby

Secured Document Shred Events

Drug Take Back Events

Shop with a Cop

Coffee with a Cop

Station Tours

Kid ID Kits

Tailored Programs Such as Internet Safety, Personal Safety, Bicycle Safety

Student Internships

Safe Schools Hotline

WINCHESTER WILL BE INCLUDED IN BALLWIN SOCIAL MEDIA COVERAGE

The Ballwin Police Department has a robust social media footprint supervised by the Department's Digital Communications Team. Information is provided to the community in a timely and accurate manner using Facebook, Twitter, Instagram and Textcaster. The Ballwin Police Department will include Winchester events in their social media coverage.

911 / POLICE COMMUNICATIONS

This is an all-inclusive proposal. The Ballwin Police Department has a state of the art Communications / 911 Center. Once a call is placed, there is no delay in dispatching the appropriate police units, which results in a quick response. The center is manned with dispatchers who answer 911 and non-emergency phone lines, as well as radio traffic from officers. On calls of a serious nature, two units are automatically dispatched to the location, as well as a duty watch commander. In the event of multiple calls, all necessary resources will be sent to provide the appropriate action or response. Historically the average response time of the Ballwin Police Department is 1-3 minutes for emergency calls and an average of 5-7 minutes for non-emergency calls.

The Communications Center can enter all pertinent Winchester entries, including NCIC entries (guns, articles and securities), vehicle entries (stolen or towed) and Orders of Protection into the appropriate law enforcement databases. Our capabilities allow us to provide Winchester with call and crime trend information on a monthly basis, and more often if requested. A field interview investigative database, as well as the RUOK system, a computer based program which phones senior citizens each morning, are also maintained by our Communications Division.

The Ballwin Police Department maintains Class A POST-Certified police officers and POST certified Dispatchers. The Ballwin Police Department has the capability to house prisoners on a 24 hour a day basis, and as stated, maintains an independent communications center for enhanced customer service.

All communication and REJIS costs experienced by officer or dispatcher transactions are included in this proposal. REJIS costs to support the City of Winchester Municipal Court and court docket are considered a court function rather than a police function.

A REPRESENTATIVE FROM THE BALLWIN POLICE DEPARTMENT WILL ATTEND ALL BOARD MEETINGS

The Ballwin Police Department's assigned Neighborhood Policing Officer (NPO) will attend the monthly meetings of the Board of Aldermen. If the NPO is unavailable, Ballwin's Chief of Police, or their designee, will attend in the absence. The NPO will present the monthly police activities report prepared by the Chief of Police, as well as any new crime trends or updates on special projects initiated by or given to the Ballwin Police Department by the City of Winchester. The Police Department, at the request of the City of Winchester, will help serve as a liaison with the two school districts and other organizations, such as MoDOT, St. Louis County Highway Department etc.

EMERGENCY MANAGEMENT

The Ballwin Police Department will assist the Winchester Emergency Management Director in developing and implementing the Emergency Operations Plan. Any community training will be made available as well. In the event of a disaster, the members of the Ballwin Police Department will inform those designated by the City of Winchester of the status and decisions made until the incident is resolved. All officers and supervisors are sent to hazardous material and incident command training to better fulfill their response in the event of a natural or manmade disaster.

Code 1000 is also available to the City of Winchester, coordinated by the Ballwin Police Department. Code 1000 is an administrative and operational law enforcement aid contingency plan which coordinates the commitment and deployment of police resources within the geographic limits of St. Louis County. It provides a preplanned method of coordinating the mobilization and management of law enforcement

personnel, equipment, and expertise during emergency situations. The Ballwin Chief of Police will oversee the Code 1000 plan for both Ballwin and Winchester.

LIABILITY INSURANCE

The City of Winchester will be named as an insured on Ballwin's current insurance policy, including liability for all acts of negligence and/or malfeasance, whether intentional or unintentional conduct.

To the extent required or permitted by law, Ballwin agrees to indemnify and hold harmless Winchester and its Mayor, members of the Board of Aldermen, and the City Clerk from and against all claims, damages, losses, and expenses, including reasonable attorney's fees arising from any act or omission to act by any official, employee, agent, or representative of Ballwin.

To the extent required or permitted by law, Winchester agrees to indemnify and hold harmless Ballwin and its Mayor, members of the Board of Aldermen, City Administrator, and the Chief of Police from and against all claims, damages, losses, and expenses, including reasonable attorney's fees arising from any act or omission to act by any official, employee, agent, or representative of Winchester.

REPORTING

Monthly reports as well as yearly reports are completed by the Ballwin Police Department's Administrative Assistant. Racial profiling information pertaining to Winchester traffic stops will be calculated by the Ballwin Police Department and submitted to the Missouri Attorney General as required by law. Uniformed Crime Reporting (UCR) pertaining to Winchester crimes will be completed by the Ballwin Police Department and submitted to the State of Missouri and FBI through the Missouri Incident Based Reporting System (MIBRS) portal. If applicable to current Winchester Ordinance, false alarm billings will be completed and mailed once a month by our staff. All court documentation to include citations and summonses, municipal warrant applications and police reports that will be entertained by the Winchester Municipal Court will be forwarded at a frequency determined by Winchester's Court Clerk and Prosecuting Attorney.

All criminal reports and motor vehicle crash reports are filed and maintained electronically by the Ballwin Police Department, for easy dissemination to the applicable court.

Any official complaints from Winchester involving either an individual Ballwin Police Officer(s) or the type of police protection provided by the Ballwin Police Department involving Winchester shall be forwarded in writing from the City Winchester City Administrator to the Ballwin Chief of Police. All such complaints will be recognized and handled in this manner; however, this does not preclude a resident of Winchester from directly contacting the Ballwin Police Department. Communication shall be made by the Ballwin Chief of Police as to the final disposition of all such complaints within a reasonable time. If a complaint cannot be resolved by the Ballwin Police Chief, then it will be referred to the Ballwin City Administrator, then on to the mayoral level if warranted.

PRICING

The City of Ballwin is seeking a 5 year Policing Contractual Services Agreement

Year 6 pricing was calculated on the following equation:

- The formula used to determine the original contract used in 2019 was used again to determine the contract pricing. The Winchester Population (1413) and what percent that would be of Ballwin's

total population (5%). Multiplied by our Police Department budget (\$7,891,000) then multiplied by what percent of revenue the City of Ballwin gets in Pool Sales Tax Revenue (48%).

- **\$7,891,000 x 5% x 48% = \$189,384 in 2025**
- **Payable in equal monthly installments of \$15,782.**

Every year for the life of the 5 year agreement, on the anniversary date, we will update the total contract amount by multiplying the two-year rolling average of the **Consumer Price Index**.

CONCLUSION

We pride ourselves on providing an exemplary level of service to our citizens, business owners and visitors. We look forward to a continued partnership with the City of Winchester. Upon review, if you have any additional questions, please do not hesitate to contact us.

John J. Bergfeld
Chief of Police
(636) 207-2351

BUILDING PERMIT AND CODE ENFORCEMENT SERVICE AGREEMENT

This Agreement made and entered into by and between the City of Winchester, a municipal corporation of the State of Missouri, hereinafter referred to as “Winchester”, and the City of Ballwin, a municipal corporation of the State of Missouri, hereinafter referred to as “Ballwin”;

WHEREAS, the provisions of Secs. 70.210-70.325, inclusive, RSMo. empower municipalities to contract and cooperate with each other for a common service; and

WHEREAS, Winchester desires building permit submittal and review, including the enforcement of its ordinances, from Ballwin; and

WHEREAS, Winchester desires municipal code enforcement from Ballwin; and

WHEREAS, Ballwin has the ability to provide said services; and

WHEREAS, Winchester has duly enacted and approved Ordinance #1,138 a certified copy of which is attached hereto and made a part hereof, authorizing its Mayor to execute this Agreement and; and

WHEREAS, Ballwin has duly enacted and approved Ordinance # , a certified copy of which is attached hereto and made a part hereof, authorizing its Mayor to execute this Agreement.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN WINCHESTER AND BALLWIN AS FOLLOWS:

1. Ballwin shall provide building permit acceptance, processing, review, approval, and reporting to Winchester. Permit and inspection fees will be charged at the same rate Ballwin charges, as defined in Ballwin City ordinances. Winchester residents will apply for permits through Ballwin either at the Ballwin Government Center or online when available. Permit review and approval will be per Winchester adopted codes.
2. Ballwin shall provide residential and commercial occupancy inspections, permitting, and reporting for Winchester. Permit and inspection fees will be charged at the same rate Ballwin charges, as defined in Ballwin City ordinances. Winchester applicants will apply for permits through Ballwin either at the Ballwin Government Center or online when available. Permit review and approval will be per Winchester adopted codes.
3. Ballwin shall provide sign permit acceptance, processing, review, approval, and reporting to Winchester. Permit and inspection fees will be charged at the same rate Ballwin charges, as defined in Ballwin City ordinances. Winchester applicants will apply for permits through Ballwin either at the Ballwin Government Center or online when available. Permit review and approval will be per Winchester adopted codes.

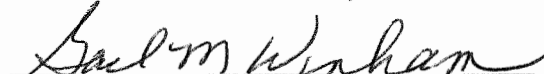
4. Ballwin shall provide annual commercial occupancy inspections for Winchester. Permit and inspection fees will be charged at the same rate Ballwin charges, as defined in Ballwin City ordinances. Winchester applicants will apply for permits through Ballwin either at the Ballwin Government Center or online when available. Permit review and approval will be per Winchester adopted codes.
5. Ballwin shall provide code enforcement services for Winchester. A Ballwin inspector will spend two (2) hours per week, at a mutually agreed upon time, reviewing and inspecting code complaints as well as inspecting the City for code violations. Any code complaint received by Winchester will be sent to the Ballwin inspector for consideration. Ballwin will provide reporting on code enforcement activities done in Winchester. All code enforcement will be based upon Winchester adopted codes and ordinances.
6. Ballwin personnel shall appear in Municipal Court if needed to represent Winchester in matters pertaining to code enforcement.
7. The parties hereto agree that the Ballwin building department staff and other personnel providing the aforesaid services for Winchester are employees of Ballwin only, and nothing herein contained shall be construed to create an employer-employee relationship of these individuals with Winchester.
8. Winchester shall pay Ballwin for code enforcement services. The amount to be paid is \$400 per month in year 1 of this Agreement. On the anniversary date of each year of this Agreement, the amount to be paid by Winchester will be adjusted by multiplying the two-year rolling average of the Consumer Price Index. There will be no additional charge to Winchester for any permitting or inspection services. Ballwin will be compensated by keeping any permit or inspection fees paid by the applicant.
9. This Agreement shall be effective for a term of three (3) years commencing on the 1st day of January, 2025, and terminating on the 31st day of December, 2027, unless sooner terminated by either party giving not less than ninety (90) days written notice of termination prior to the end of any calendar year during the term of the Agreement or as otherwise provided in this Agreement. Either party may terminate this Agreement at any time by giving the other party one hundred twenty (120) days prior notice in writing signed by the Mayor of the party terminating the Agreement. In the event a party to this Agreement becomes financially insolvent and is unable to satisfy its financial obligations, either party may terminate this Agreement upon giving thirty (30) days written notice of termination to the other party.
10. Winchester and Ballwin shall have the option to extend the agreement after December 2027 for unlimited additional one (1) year increments at the same terms of this agreement, subject to the price adjustments in section eight (8) of this agreement. In order to exercise an extension of this agreement both parties must acknowledge in writing their intent to exercise a mutual additional year option within thirty (30) days before the extension would commence.

- 11. To the extent required or allowed by law, Winchester agrees to indemnify and hold harmless Ballwin and its Mayor, members of the Board of Aldermen, City Administrator, and Chief Building Official from and against all claims, damages, losses and expenses, including reasonable attorney’s fees, arising from any act or omission to act by any official, employee, agent or representative of Winchester. To the extent required or allowed by law, Ballwin agrees to indemnify and hold harmless Winchester and its Mayor, members of the Board of Aldermen, and the City Administrator from and against all claims, damages, losses and expenses, including reasonable attorney’s fees arising from any act or omission to act by any official, employee, agent or representative of Ballwin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as


of the ____ day of _____, 2024.

CITY OF WINCHESTER, MISSOURI



 Mayor

ATTEST:



 City Administrator

CITY OF BALLWIN, MISSOURI

 Mayor

ATTEST:

 City Administrator

MUNICIPAL COURT SERVICES AGREEMENT

This Municipal Court Services Agreement (the "Agreement") is entered into between the City of Ballwin, Missouri ("Ballwin") and the City of Winchester, Missouri ("Winchester"), collectively referred to herein as the "Parties", as of the date last executed below.

WHEREAS, the Parties desire through this Agreement to do all things necessary to transfer Winchester's municipal court services (the "Winchester Municipal Court") to the Ballwin Municipal Division of the St. Louis County Circuit Court (the "Ballwin Municipal Court"); and

WHEREAS, Winchester desires to have Ballwin provide all court clerk and judicial functions required by Missouri law and Missouri Supreme Court rules for the Winchester Municipal Court; and

WHEREAS, Ballwin desires to provide such court clerk and judicial services on those terms and conditions set forth below; and

WHEREAS, Winchester also desires to have Ballwin provide its aldermanic chambers on a monthly basis for the conduct of court proceedings for the Winchester Municipal Court; and

WHEREAS, Ballwin desires to provide its chambers for such municipal court proceedings on those terms and conditions set forth below; and

WHEREAS, Winchester desires to have Ballwin collect fines and costs associated with the operation of the Winchester Municipal Court; and

WHEREAS, Ballwin desires to provide such collection services; and

WHEREAS, to effect such transfer the Winchester Board of Aldermen has authorized the execution of this Agreement through City Ordinance No. 1139; and

WHEREAS, Article VI, Section 16 of the Missouri Constitution, Sections 70.815 and 71.370 of the Revised Statutes of Missouri, and Chapter 479 of the Revised Statutes of Missouri authorize Ballwin to provide municipal court services to Winchester through this Agreement; and

WHEREAS, the Ballwin Board of Aldermen has duly enacted and approved its Ordinance No. _____ authorizing this Agreement;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN WINCHESTER AND BALLWIN AS FOLLOWS:

Section 1. Court Clerk Services, Judicial Services, Court Space and Collection Services.

- 1.1. Ballwin shall provide a properly certified municipal court clerk or clerks to conduct all court clerk functions required by Missouri law, Missouri Supreme Court operating rules, and local rules for the St. Louis County Circuit Court.
- 1.2. The court clerk services provided by Ballwin shall include, but not be limited to, all interactions with the public involving court records, collection of fines and costs and

other fees that are legally allowed, such appropriate means of accounting for the sums collected as may be required by law or Court rules and regulations properly promulgated by the office of the Missouri Auditor.

- 1.3. Ballwin shall also provide a municipal judge and prosecutor to conduct all judicial and prosecutorial functions required by Missouri law, Missouri Supreme Court operating rules for the Winchester Court, and local rules for the St. Louis County Circuit Court.
- 1.4. Ballwin shall provide its Aldermanic chambers once per month during which the Ballwin court personnel shall conduct Winchester's municipal court proceedings, which shall occur on the same date(s) and time(s) at which Ballwin conducts its municipal court.
- 1.5. In exchange for these services in Paragraph 1.1 to 1.3, Winchester shall pay Ballwin the sum of \$1,200.00 per month. On the anniversary date of each year of this Agreement, the amount to be paid by Winchester will be adjusted by multiplying the two-year rolling average of the Consumer Price Index.
- 1.6. All fines and the \$12.00 municipal court cost collected as a result of the adjudication of those Winchester municipal ordinance violations processed by Ballwin shall be remitted to Winchester. All other court costs collected by Ballwin shall be remitted by Ballwin to the appropriate state fund.
- 1.7. The Mayor and Board of Aldermen of the City of Winchester hereby appoint the municipal judges, prosecuting attorney and clerks of the Ballwin Municipal Court as the municipal judges and clerks of the Winchester Municipal Court.
- 1.8. Winchester shall not be obligated to collect any outstanding fines or costs assessed for the violation of its ordinances. Winchester shall in good faith review and consider the enactment of any ordinances relating to its municipal code violations or the administration of the municipal court as requested by Ballwin and will cooperate with and assist Ballwin with any reasonable collection efforts undertaken by the City.

Section 2. Notice to Parties.

- 2.1. When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or faxed as follows:

To Ballwin:
City Administrator
City of Ballwin
14811 Manchester Road
Ballwin, MO 63011

To Winchester:
City Administrator/City Clerk
Barbara Beckett

109 Lindy Boulevard
Winchester, MO 63021

Section 3. General Provisions.

- 3.1. All Ballwin municipal court employees, without detracting from their power and authority as employees of Ballwin, shall serve as official personnel of Winchester, but the authorized employees of Ballwin shall have exclusive control and command of all such personnel and all equipment provided by Ballwin while such personnel and equipment are being used to hear and determine all Winchester municipal code violations (the "Services").
- 3.2. While performing the Services, all employees of Ballwin shall have all the authority authorized by Missouri statutes and Winchester ordinances for employees performing such Services.
- 3.3. Ballwin shall not be liable to Winchester for delay, negligence or mistake in receiving, responding to, or performing the Services, nor shall this Agreement be interpreted as being an Agreement for the benefit of any third person.
- 3.4. In no event shall either party be liable to the other for special, indirect, or consequential damages, except those caused by the party's own negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement.
- 3.5. This Agreement shall be effective for a period of three (3) years, from January 1, 2025 through December 31, 2027. Either party may cancel this Agreement on ninety (90) days written notice to the other party.
- 3.6. Winchester and Ballwin shall have the option to extend the agreement after December 2027 for unlimited additional one (1) year increments at the same terms of this agreement, subject to the price adjustments in section 1.5 of this agreement. In order to exercise an extension of this agreement both parties must acknowledge in writing their intent to exercise the mutual additional year option within thirty (30) days before the extension would commence.
- 3.7. Ballwin and Winchester shall have the right to amend this Agreement by mutual agreement. Any such amendment shall be authorized by ordinance or resolution of each governing body, duly and legally adopted, and shall be executed by both parties. Any such amendment shall be attached hereto and made part hereof.
- 3.8. If any provision contained in this Agreement shall be held or declared to be invalid, unlawful or unconstitutional for any cause by a court of competent jurisdiction, the remaining portions and provisions of this Agreement shall be and remain unaffected thereby and shall remain in full force and effect.
- 3.9. This Agreement shall be governed by Missouri law.

3.10. Nothing in this Agreement is intended to waive and shall not waive the doctrines of sovereign immunity or official immunity as would otherwise be available to Ballwin or Winchester with regard to any claim made by any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the ____ day of _____, 2024.

CITY OF WINCHESTER, MISSOURI

Gail M. Winham
Mayor

ATTEST:

Barbara Beckett
City Administrator

CITY OF BALLWIN, MISSOURI

Mayor

ATTEST:

City Administrator



Bill No. 5000

Ordinance No. _____

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, HAUG, FLEMING, WEAVER, LEHMKUHL, SIEGEL

AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES OF THE CITY OF BALLWIN WITH RESPECT TO CERTAIN FEES.

Whereas, the Board of Aldermen has directed the City to review operations, recover cost of operations where possible and maximize usage for City operated facilities; and

Whereas, the Board of Aldermen has received recommendations regarding certain fees for the golf course.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Section 1. Chapter 18, Section 18-9 (a) is amended by substituting the following table:

(a) *Golf Course.*

Sec. 18-9 User Fees		
Golf Course Rates	Resident	Non-Resident
Adult 9 holes	\$15.00	\$20.00
Senior/Junior 9 holes	\$13.00	\$18.00
Hero 9 holes	\$12.00	\$17.00

Section 2. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2024.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2024.

TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR



Section 6, Item c.

Bill No. 5007

Ordinance No. _____

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, HAUG, FLEMING, WEAVER, LEHMKUHL, SIEGEL

AN ORDINANCE AMENDING THE 2024 BUDGET OF CASH REVENUE AND CASH DISBURSEMENTS FOR THE OPERATING, CAPITAL AND TDD FUNDS OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, PROVIDING FOR EXPENDITURE REVISIONS IN ACCORDANCE WITH SAID BUDGET AND MAKING RE-APPROPRIATIONS THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The budget of anticipated cash revenue and cash disbursements, as submitted by the City Administrator and Finance Officer of the City of Ballwin, for the fiscal year commencing January 1, 2024, and ending December 31, 2024, was approved as the budget of the City of Ballwin for the twelve (12) month period of January 1, 2024 through December 31, 2024 by Ordinance.

Section 2. The expenditures set forth in such budget were authorized for the period January 1, 2024 through December 31, 2024, subject to the certification by the heads of the various departments of the City and the City Administrator, and subject also to the general supervisory control of the Board of Aldermen of the City of Ballwin.

Section 3. During the course of the current fiscal year, adjustments were made within the various departments to address unforeseen situations, fulfill Aldermanic direction and/or to comply with State and Federal mandates.

Section 4. This re-appropriation, as reflected in Exhibit A, attached hereto and made a part hereof, revises operating, capital and TDD revenues and expenditures within the total appropriation levels established in the 2024 year budget.

Section 5. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 6. This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2024.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2024.

TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR



TO: Mayor Pogue, Board of Aldermen
FROM: Denise Keller, Finance Officer
DATE: November 19, 2024
RE: 2024 Budget Amendment (2)

Staff has completed a comprehensive review of anticipated revenues and expenses for the remainder of the calendar year. Updated estimates have been prepared and compared with the 2024 amended budget. In the Operating budget, revenue accounts with changes generally greater than \$3,000 and expense accounts with changes generally greater than \$1,000 have been selected for re-appropriation. In the Capital and TDD budgets, all accounts with changes regardless of size have been selected for re-appropriation.

Operating Fund:

Favorable amendments to the revenue accounts total \$1,129,870.

Continued high interest rates will increase investment income by \$280,000. Utility gross receipts from all sources are increasing the budget by \$278,000. Water and gas increased the most. Water was impacted by both higher prices and higher usage due to a very dry year.

Sales taxes are increasing by 2.0%, which totals \$240,000. These increases are allocated to both the Operating and Capital Funds and are the only amendments to the Capital Fund. Motor fuel tax receipts are higher than expected in year 4 of the 5 year rate increase program. An additional \$111,000 is anticipated. Cable franchise fees are decreasing by \$95,000 due to continued decline in usage.

Recreation revenues from memberships, programs and facility admissions are being increased by \$274,188, with the biggest increases being in non-resident greens fees and golf carts.

Expenditure account amendments will decrease expected expenses by \$853,974. Personnel expenses are being reduced by \$913,117. This is attributable to turnover and vacancies among staff in all departments, but primarily in Police and Public Works. Part-time staffing expense in Parks & Recreation is typically lower than budget because of rainouts and program cancellations. Day camp is lower due to consolidations of staff and scheduling efficiencies. Aquatics for both the indoor and outdoor pools was higher than budget because of higher lifeguard pay rates. Water bills and correlating sewer bills at North Pointe add \$58,000 and \$77,900 respectively to the budget. Chemical costs increased by \$20,068. Much of this is attributable to significant water leaks from the pool.

Not as much road salt was needed to be purchased this year as was anticipated, realizing a savings of \$97,704.

Other large changes to budgeted expenses include:

- Additional costs for tires and for vehicle and equipment maintenance - \$30,000
- Higher than budgeted cost for contractual leaf pickup - \$26,900
- Increased Pointe equipment maintenance - \$24,000
- Savings from in-house detective use for background investigations – (\$15,000)
- Lower costs for motor fuel – (\$23,395)
- Building systems maintenance truck acquired under budget – (\$26,000)
- Streetlight maintenance savings – (\$36,000)
- Decreased cost for street construction and repair – (\$74,670)

The net impact of the amendments to the Operating fund budget is a change from a deficit of \$738,725 to a surplus of \$1,955,498.

The net impact of the amendments to the Capital fund budget is a change from a deficit of \$564,146 to a deficit of \$486,546.

2024 OPERATING BUDGET AMENDMENT (2)

11/25/2024

Revenues		Current Budget	Amendment	New Budget
	Admin			
01-01-00-500001	Sales tax	7,730,000	86,400	7,816,400
01-01-00-500002	Sales tax - vehicles	315,000	20,000	335,000
01-01-00-501001	Gas gross receipts	835,000	80,000	915,000
01-01-00-501002	Water gross receipts	523,000	114,000	637,000
01-01-00-501003	Telephone gross receipts	274,000	36,000	310,000
01-01-00-501004	Electric gross receipts	1,570,000	48,000	1,618,000
01-01-00-501025	Cable TV franchise fees	328,000	(95,000)	233,000
01-01-00-501026	Tower franchise fees	57,400	14,694	72,094
01-01-00-502001	Business licenses	835,000	(10,000)	825,000
01-01-00-505050	Investment income	615,000	280,000	895,000
01-01-00-508001	Rent Income	15,300	(3,750)	11,550
01-01-00-508100	Sale of surplus property	5,000	3,550	8,550
01-01-00-508150	Sale of capital assets	20,000	40,000	60,000
01-01-00-508300	Previous year collections	2,500	69,477	71,977
01-01-00-508900	Miscellaneous	2,000	7,500	9,500
01-01-02-504001	Housing inspections	70,000	(5,000)	65,000
01-01-02-504100	Building permits	134,000	(9,000)	125,000
01-01-02-504103	Electrical permits	73,000	(8,000)	65,000
01-01-02-504105	Plumbing permits	91,000	21,000	112,000
01-01-02-508200	Admin service charges	2,500	3,500	6,000
	Total Admin Rev Amendments:		\$ 693,371	
01-02-00-500030	Motor vehicle fees	146,000	(8,000)	138,000
01-02-00-500040	County road tax	785,000	(45,000)	740,000
01-02-00-500045	Motor Fuel Tax	1,044,000	111,000	1,155,000
01-02-20-504125	Excavation permits - utilities	10,000	7,000	17,000
	Total Public Works Rev Amendments:		\$ 65,000	
01-03-00-506500	Miscellaneous grants	28,600	12,100	40,700
01-03-00-530110	Police services - Rockwood	73,025	5,788	78,813
	Total Police Rev Amendments:		\$ 17,888	
01-04-00-500001	Sales tax	1,578,000	76,000	1,654,000
01-04-40-540001	Pavilion rentals	14,000	(3,000)	11,000
	Total Parks Rev Amendments:		\$ 73,000	
01-04-41-541001	Resident greens fees	126,000	6,000	132,000
01-04-41-541005	Non-resident greens fees	412,000	108,000	520,000
01-04-41-541010	Golf carts	200,000	44,000	244,000
01-04-41-541250	Golf Programs	8,500	3,000	11,500
01-04-41-541515	Beer sales pro shop	40,000	13,000	53,000
01-04-41-541510	Beverage sales events	38,000	8,000	46,000
01-04-41-541600	Rental fees	40,000	10,000	50,000
	Total Golf Course Rev Amendments:		\$ 192,000	
01-04-42-542001	Daily fees -res adult	20,000	4,099	24,099
01-04-42-542005	Daily fees - res child	16,000	3,878	19,878
01-04-42-542010	Daily fees -non res	300,000	(4,631)	295,369
01-04-42-542070	Platinum pass - res	30,000	5,000	35,000

01-04-42-542072	Platinum pass - non res	20,000	3,000	23,000
01-04-42-542300	Swim team	25,500	(6,040)	19,460
Total N Pointe Rev Amendments:			\$ 5,306	
01-04-45-545002	Daily fees - non res	80,000	5,000	85,000
01-04-45-545010	Pass - res	540,000	25,417	565,417
01-04-45-545070	Platinum pass - res	110,000	5,000	115,000
01-04-45-545072	Platinum pass - non res	70,000	10,000	80,000
01-04-45-545175	Lifeguard cert fees	9,000	(8,200)	800
01-04-45-545400	Program fees - res	55,000	10,000	65,000
01-04-45-545450	Summer camp fees - res	267,000	(19,571)	247,429
01-04-45-545460	Summer camp fees - non res	144,000	31,236	175,236
01-04-45-545602	Birthday parties - res	10,000	6,000	16,000
01-04-45-545603	Birthday parties - non res	20,000	12,000	32,000
Total Pointe Rev Amendments:			\$ 76,882	
01-04-47-547001	Ballwin Days	55,000	6,423	61,423
Total Ballwin Days Rev Amendments:			\$ 6,423	
Total Revenue Amendments:			\$ 1,129,870	

PERSONNEL EXPENSES - ADMINISTRATION

<u>Expenses</u>		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
01-01-02-100001	Regular pay	423,506	(30,000)	393,506
01-01-02-100002	Overtime pay	0	2,000	2,000
01-01-02-108000	FICA expense	32,398	(3,000)	29,398
01-01-02-109000	Health insurance	86,774	(10,400)	76,374
01-01-02-110001	LAGERS pension	41,080	(9,800)	31,280
01-01-03-109000	Health insurance	28,707	(1,700)	27,007
01-01-04-100001	Regular pay	150,639	4,400	155,039
01-01-04-100003	City officials pay	54,000	(2,700)	51,300
01-01-04-100010	Part time pay	26,981	(1,357)	25,624
01-01-04-110001	LAGERS pension	19,850	(2,200)	17,650
01-01-05-100001	Regular pay	148,683	1,000	149,683
01-01-05-109000	Health insurance	22,309	(1,300)	21,009
01-01-06-100001	Regular pay	170,346	1,400	171,746
01-01-06-109000	Health insurance	44,527	(1,500)	43,027
01-01-07-100001	Regular pay	110,584	3,800	114,384
01-01-07-100005	Court officials pay	18,879	(1,700)	17,179
01-01-08-100001	Regular pay	307,686	3,600	311,286
01-01-08-109000	Health insurance	35,208	(1,300)	33,908
Total Admin Exp Amendments:			\$ (50,757)	

PERSONNEL EXPENSES - PUBLIC WORKS

<u>Expenses</u>		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
01-02-20-100001	Regular pay	104,786	17,500	122,286
01-02-20-100002	Overtime pay	0	2,000	2,000
01-02-20-108000	FICA expense	8,016	1,100	9,116
01-02-20-110001	LAGERS pension	10,164	1,400	11,564
01-02-22-100001	Regular pay	819,792	(142,400)	677,392
01-02-22-100002	Overtime pay	4,000	2,000	6,000
01-02-22-100010	Part time pay	68,924	11,230	80,154
01-02-22-107000	Workers compensation ins	46,241	(1,493)	44,748
01-02-22-108000	FICA expense	68,293	(13,000)	55,293

01-02-22-110001	LAGERS pension	79,908	(26,600)	53,308
01-02-24-100002	Overtime pay	25,000	(10,272)	14,728
01-02-24-100010	Part time pay	2,433	(1,641)	792
01-02-24-108000	FICA expense	5,573	(1,060)	4,513
01-02-24-109000	Health insurance	9,405	4,200	13,605
01-02-24-110001	LAGERS pension	6,830	(1,200)	5,630
01-02-27-100001	Regular pay	312,416	21,830	334,246
01-02-27-100002	Overtime pay	2,500	4,500	7,000
01-02-27-100010	Part time pay	9,730	(5,491)	4,239
01-02-27-108000	FICA expense	24,835	1,595	26,430
01-02-27-109000	Health insurance	79,951	(18,000)	61,951
01-02-27-110001	LAGERS pension	30,547	4,150	34,697
01-02-28-100001	Regular pay	470,345	(27,600)	442,745
01-02-28-108000	FICA expense	36,020	(3,300)	32,720
01-02-28-109000	Health insurance	92,994	(5,900)	87,094
01-02-28-110001	LAGERS pension	45,672	(4,500)	41,172

Total PW Exp Amendments: \$ (190,952)

PERSONNEL EXPENSES - POLICE

<u>Expenses</u>		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
01-03-30-100001	Regular pay	3,907,523.00	(358,000)	3,549,523
01-03-30-100002	Overtime pay	20,000.00	9,200	29,200
01-03-30-100004	Holiday pay	71,241.00	(11,400)	59,841
01-03-30-107000	Workers compensation	179,135.00	(5,780)	173,355
01-03-30-108000	FICA expense	309,226.00	(37,140)	272,086
01-03-30-109000	Health insurance	623,691.00	(4,200)	619,491
01-03-30-109005	HRA Funding	13,345.00	(1,720)	11,625
01-03-30-109010	HRA fees	2,252	(2,252)	0
01-03-30-110001	LAGERS pension	503,601	(73,000)	430,601
01-03-32-100001	Regular pay	575,654	(56,800)	518,854
01-03-32-100002	Overtime pay	90,893	21,950	112,843
01-03-32-108000	FICA expense	52,246	(4,350)	47,896
01-03-32-109000	Health insurance	122,543	(3,500)	119,043
01-03-32-110001	LAGERS pension	66,247	(9,800)	56,447

Total Police Exp Amendments: \$ (536,792)

PERSONNEL EXPENSES - P&R

<u>Expenses</u>		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
01-04-40-100001	Regular pay	324,136	(22,743)	301,393
01-04-40-100002	Overtime pay	6,500	(3,371)	3,129
01-04-40-100010	Part time pay	14,750	(7,043)	7,707
01-04-40-108000	FICA expense	26,445	(3,288)	23,157
01-04-40-109000	Health insurance	68,267	2,800	71,067
01-04-40-110001	LAGERS pension	31,074	(4,000)	27,074
01-04-41-100001	Regular pay	336,670	17,100	353,770
01-04-41-100002	Overtime pay	18,500	2,100	20,600
01-04-41-100017	Part time Pro Shop	100,659	(8,659)	92,000
01-04-41-100021	Part time - events center	21,550	10,353	31,903
01-04-41-109000	Health insurance	72,895	5,422	78,317
01-04-41-110001	LAGERS pension	35,082	1,913	36,995
01-04-42-100001	Regular pay	22,417	(3,600)	18,817
01-04-42-100002	Overtime pay	1,600	(1,500)	100
01-04-42-100004	Holiday pay	8,100	6,400	14,500

01-04-42-100014	Part time - aquatics	312,861	23,200	336,061
01-04-42-100031	Part time - concessions	51,406	(4,900)	46,506
01-04-42-108000	FICA expense	33,318	1,100	34,418
01-04-42-110001	LAGERS pension	4,087	(2,800)	1,287
01-04-45-100001	Regular pay	429,118	(26,600)	402,518
01-04-45-100002	Overtime pay	2,000	(1,500)	500
01-04-45-100004	Holiday pay	13,500	3,800	17,300
01-04-45-100011	Part time - Pointe	330,914	(31,900)	299,014
01-04-45-100012	Part time - daycamp	206,102	(66,600)	139,502
01-04-45-100014	Part time - aquatics	254,889	5,600	260,489
01-04-45-107000	Workers compensation ins	62,963	(2,000)	60,963
01-04-45-108000	FICA expense	94,172	(8,200)	85,972
01-04-45-109000	Health insurance	76,352	4,900	81,252
01-04-45-110001	LAGERS pension	43,183	(6,300)	36,883
01-04-46-100010	Part time pay	41,328	(17,400)	23,928
01-04-46-108000	FICA expense	31,334	(2,600)	28,734
01-04-46-109000	Health insurance	91,528	8,700	100,228
01-04-46-110001	LAGERS pension	35,722	(3,000)	32,722

Total P&R Exp Amendments: \$ (134,616)

Total Personnel Exp Amendments: \$ (913,117)

OPERATING EXPENSES - ADMIN & PUBLIC WORKS

<u>Expenses</u>	<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>	
Admin				
01-01-01-201050	Misc conferences/meetings	1,200	(1,200)	0
01-01-01-201100	Misc seminars/training	2,000	(1,880)	120
01-01-02-201012	Inspection conferences	4,000	(1,700)	2,300
01-01-02-211100	Motor fuel	7,700	(1,200)	6,500
01-01-03-205103	Employee appreciation	2,500	1,635	4,135
01-01-03-205106	Employee Wellness	1,000	(1,000)	0
01-01-03-205203	Community publications	40,000	(2,000)	38,000
01-01-03-205250	Misc external public relations	5,560	2,640	8,200
01-01-03-213005	Streetlight maintenance	656,000	(36,000)	620,000
01-01-03-213050	Misc contractual services	5,660	2,000	7,660
01-01-04-201013	Legislative conferences	7,500	(7,400)	100
01-01-04-213008	Legal services	70,000	5,000	75,000
01-01-04-210050	Misc dues and subscriptions	0	1,550	1,550
01-01-04-213050	Misc contractual services	7,400	6,700	14,100
01-01-04-213087	Prosecutor services	30,000	14,000	44,000
01-01-05-120502	Physicals and drug testing	4,250	(1,900)	2,350
01-01-05-202030	Sewer	2,800	1,400	4,200
01-01-05-202040	Water	4,300	3,200	7,500
01-01-05-210017	ICMA	1,384	(1,384)	0
01-01-05-219060	Misc office furniture	700	1,700	2,400
01-01-06-213014	Telephone system maintenance	8,000	(2,000)	6,000
01-01-06-213050	Misc contractual services	89,600	(5,000)	84,600
01-01-06-219001	Computer software/upgrades	1,500	(1,500)	0
01-01-06-219003	Printers	10,000	(1,000)	9,000
01-01-06-219004	Computers/servers	128,300	(15,000)	113,300
01-01-07-213036	REJIS	11,000	(1,100)	9,900
01-01-07-213058	Mental health court	1,000	(1,000)	0
01-01-07-213084	Public Defender	3,500	(1,400)	2,100

01-01-08-213013	Payroll software support	43,000	7,200	50,200
01-01-08-213018	Bank service charges	11,700	(4,200)	7,500
01-01-08-213057	Financial advisory services	12,500	(6,500)	6,000
01-01-08-219001	Computer software/upgrades	2,000	(2,000)	0
Total Admin Expenditures:			\$ (49,339)	

<u>Expenses</u>		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
Public Works				
01-02-20-211100	Motor fuel	10,600	(1,310)	9,290
01-02-20-224502	Project/architect engineering	2,000	(2,000)	0
01-02-22-212001	Concrete	50,000	(8,000)	42,000
01-02-22-209023	Cutter blades	4,500	2,000	6,500
01-02-22-211100	Motor fuel	51,200	(6,300)	44,900
01-02-22-212002	Asphalt and primer	160,000	(54,000)	106,000
01-02-22-212004	Sign materials	40,000	5,000	45,000
01-02-22-212008	Crushed rock	20,000	(16,700)	3,300
01-02-22-213077	Cracksealing	82,470	6,530	89,000
01-02-22-213088	Material hauling	2,500	(2,500)	0
01-02-22-219099	Misc equip under \$7,500	7,500	3,500	11,000
01-02-24-208050	Misc equipment maintenance	3,500	9,000	12,500
01-02-24-209022	Stock items	2,500	2,100	4,600
01-02-24-212005	Calcium chloride	4,500	(4,500)	0
01-02-24-212006	Salt	160,000	(97,704)	62,296
01-02-24-219220	Plows/equipment	30,000	(13,000)	17,000
01-02-27-209022	Stock items	9,000	3,000	12,000
01-02-27-211100	Motor fuel	17,650	(2,165)	15,485
01-02-27-213050	Misc contractual services	73,000	26,900	99,900
01-02-28-202010	Electric	11,300	2,450	13,750
01-02-28-204003	Cylinders rental	3,500	4,500	8,000
01-02-28-204050	Misc equipment rentals	4,000	2,500	6,500
01-02-28-206003	Property liability	32,520	1,286	33,806
01-02-28-208011	Vehicle & Equip maintenance	80,000	20,000	100,000
01-02-28-209012	Tires	30,000	10,000	40,000
01-02-28-209022	Stock items	30,000	7,000	37,000
01-02-28-209027	Garage & yard maint supplies	10,000	3,000	13,000
01-02-28-212026	Building maintenance materials	15,000	(5,000)	10,000
01-02-28-215003	Commercial drivers licenses	600	3,400	4,000
01-02-28-221502	Trucks	523,010	(16,998)	506,012
01-02-28-222999	Misc equipment over \$7,500	75,730	16,998	92,728
Total PW Expenditures:			\$ (101,013)	

OPERATING EXPENSES - POLICE & P&R

<u>Expenses</u>		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
Police				
01-03-30-120006	Uniforms police	\$ 50,000	\$ (1,000)	49,000
01-03-30-120100	College tuition	15,000	(3,000)	12,000
01-03-30-201031	Police conferences	9,400	(2,400)	7,000
01-03-30-202010	Electric	60,000	3,820	63,820
01-03-30-202020	Gas	3,000	1,662	4,662
01-03-30-203001	Telephone	700	1,440	2,140
01-03-30-206003	Property liability	60,276	2,383	62,659

01-03-30-206004	Cyber liability	10,882	(2,491)	8,391
01-03-30-206009	Auto deductibles	7,500	(2,500)	5,000
01-03-30-208005	Generators maintenance	1,500	2,500	4,000
01-03-30-208007	HVAC maintenance	2,100	(1,100)	1,000
01-03-30-208019	Prisoner processing equipment	2,500	(1,500)	1,000
01-03-30-208050	Misc equipment maintenance	24,500	(19,500)	5,000
01-03-30-211100	Motor fuel	103,600	(15,415)	88,185
01-03-30-213050	Misc contractual services	122,450	(22,450)	100,000
01-03-30-215005	Prisoner housing expenses	2,000	(1,000)	1,000
01-03-30-215049	Charity fundraiser expense	1,200	(1,200)	0
01-03-30-215050	Misc other expense	9,700	(3,700)	6,000
01-03-30-219001	Computer software/upgrades	14,000	(4,000)	10,000
01-03-30-219030	Cameras	1,000	(1,000)	0
01-03-30-219060	Misc office furniture	2,000	(1,000)	1,000
01-03-32-120007	Uniforms dispatchers	1,000	(1,000)	0
01-03-32-201100	Misc seminars/training	4,930	(3,930)	1,000
01-03-32-213035	CAD maintenance	34,396	9,004	43,400
01-03-32-208050	Misc equipment maintenance	2,000	(1,000)	1,000
01-03-32-219099	Misc equipment < \$7,500	2,000	(1,000)	1,000
Total Police Expenditures:			\$ (69,377)	

<u>Expenses</u>		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
P&R				
01-04-40-202010	Electric	16,900	2,330	19,230
01-04-40-202040	Water	4,500	(1,000)	3,500
01-04-40-204050	Misc equipment rentals	1,000	4,000	5,000
01-04-40-208061	Holloway park maintenance	2,500	4,500	7,000
01-04-40-208063	Vlasis park maintenance	16,000	11,500	27,500
01-04-40-208065	Greenfield Commons maintenance	4,500	(1,000)	3,500
01-04-40-211100	Motor fuel	10,400	(2,195)	8,205
01-04-40-213050	Misc contractual services	529,741	(2,697)	527,044
01-04-40-213083	Median maintenance services	16,500	1,500	18,000
01-04-40-215028	Trees purchased	1,500	1,500	3,000
01-04-40-215033	L.O.A.P. escrow expenses	23,000	5,000	28,000
01-04-40-224005	Holloway Park improvements	38,246	(10,586)	27,660
01-04-40-224020	Vlasis park improvements	0	10,586	10,586
01-04-40-224041	Path/parking lot maintenance	10,000	(7,126)	2,874
01-04-41-202040	Water	90,000	5,000	95,000
01-04-41-206011	Liquor liability insurance	2,900	1,490	4,390
01-04-41-209004	Office supplies	1,500	1,000	2,500
01-04-41-208050	Misc equipment maintenance	25,000	(3,000)	22,000
01-04-41-209031	Pro shop alcohol	18,000	4,000	22,000
01-04-41-209033	Soda	8,000	2,000	10,000
01-04-41-211100	Motor fuel	13,200	5,190	18,390
01-04-41-212019	Fungicides	19,000	(3,197)	15,803
01-04-41-212020	Fertilizers	9,000	1,100	10,100
01-04-41-213025	HVAC repairs	2,000	(2,000)	0
01-04-41-213045	Exterminator	0	3,600	3,600
01-04-41-213050	Misc contractual services	9,000	(2,000)	7,000
01-04-41-215025	Items for resale	25,000	(2,000)	23,000
01-04-41-222510	Mowers	88,000	(7,528)	80,472
01-04-42-120012	Uniforms pool	3,300	2,504	5,804
01-04-42-120105	Tests & certifications	4,000	1,101	5,101
01-04-42-202030	Sewer	52,000	77,900	129,900
01-04-42-202040	Water	77,000	58,000	135,000

2024 CAPITAL BUDGET AMENDMENT (1)

<u>Revenues</u>		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
02-01-00-500001	Sales tax	\$ 235,000	\$ 8,600	\$ 243,600
02-03-00-500001	Sales tax	\$ 100,000	\$ 54,000	\$ 154,000
02-04-00-500001	Sales tax	\$ 373,000	\$ 15,000	\$ 388,000
			\$ 77,600	

\$ 708,000

Adopted 2024 Capital Revenue Budget:		\$ 1,938,487
Amendments:		<u>\$ 77,600</u>
Revised (2) 2024 Capital Revenue Budget:		\$ 2,016,087
Adopted 2024 Capital Expenditure Budget:		\$ 2,502,633
Amendments:		<u>\$ -</u>
Revised (2) 2024 Capital Expenditure Budget:		\$ 2,502,633
Surplus/(Deficit):		\$ (486,546)

2024 TDD BUDGET AMENDMENT (1)

		<u>Current Budget</u>	<u>Amendment</u>	<u>New Budget</u>
05-01-00-500504	TDD Revenues	111,100	(6,100)	105,000
05-01-11-213101	TDD 2-A revs payable	96,105	(10,350)	85,755
05-01-11-213105	TDD 2-A Admin fees-trustee	12,500	3,500	16,000
05-01-11-213106	TDD Annual audit	2,500	750	3,250
			\$ (12,200)	

Adopted 2024 TDD Revenue Budget:		\$ 111,105
Amendments:		<u>\$ (6,100)</u>
Revised (1) 2024 TDD Revenue Budget:		\$ 105,005
Adopted 2024 TDD Expenditure Budget:		\$ 111,105
Amendments:		<u>\$ (6,100)</u>
Revised (1) 2024 TDD Expenditure Budget:		\$ 105,005
Surplus/(Deficit):		\$ -

Staff Report

Subject: 400 Monticello Drive

Department/Program: Administration (Planning & Zoning/Building Department)

Explanation:

Request for a fence in the front yard of a corner lot on the southwest corner of Monticello Drive and Kenilworth Lane. There is currently a chainlink fence on the property. (The proposed fence would be located in the same place in the front yard that lies along Kenilworth Lane.) It would be a four foot high white vinyl privacy fence. The fence would then continue along the rear property and other side property line, terminating at the rear entry garage.

Recommendation:

Section 7-224 of the City's Code of Ordinances prohibits fences "within the front yard area between the street right-of-way line and the building line" except with the permission of the Board of Aldermen. It goes on to reference Article XVI, Section 9 of the Zoning Ordinance for submittal details, which include: a site plan showing the location of the fence; height of the fence; proposed landscaping on the right of way side of the fence; an illustration of the type of fence; and the approximate grade of the area of the fence. The application shall include an agreement by the property owner that the fence shall be maintained; permit annual inspection by the city; and the property owner shall agree to make any repairs found necessary after such inspection, on penalty of revocation of such permit.

Section 9 also requires front yard fences to be uniform and harmonious with similar fences in the neighborhood; and be installed with the finished side facing the roadway.

As proposed, the fence would meet the above requirements and would not interfere with site distance for drivers at the corner of Monticello Drive and Kenilworth Lane or the corner of Kenilworth Lane and Country Club Drive. Therefore, staff recommends approval of this petition with the condition that the property owner agrees to the above requirements.

Submitted By: Lynn Sprick

Date: November 25, 2024



Looking west, past the property along Kenilworth Drive



Looking east, past the property along Kenilworth Drive



Aerial view of property

11/15/2024

Board of Aldermen
City of Ballwin
1 Government Center
Ballwin, MO 63011

Dear Mayor Pouge and Members of the Board of Aldermen,

I hope this letter finds you well. I am writing to request your approval for the construction of a fence on my property located at **400 Monticello Drive, Ballwin, MO 63011**, which is situated on a corner lot.

As you may know, corner lots are subject to specific zoning regulations, especially concerning the height and placement of fences to ensure safety and visibility for pedestrians and drivers. I am seeking approval to install a fence to enhance the privacy and security of my property, while adhering to the requirements of the city’s zoning ordinances.

Proposed Fence Details:

- **Location:** The fence would be placed along the side and rear yards of my property.
- **Height:** The proposed fence height will comply with city regulations for corner lots, ensuring no obstruction to visibility at intersections.
- **Material:** The fence will be constructed using high-quality, durable materials that complement the aesthetics of the neighborhood and comply with any applicable design standards.

I have taken every precaution to ensure that the fence will not interfere with traffic visibility or public safety. I am fully committed to following all city codes and ordinances related to fence construction and will seek any additional permits or approvals necessary to move forward with the project.

I kindly ask for your consideration and approval to proceed with this project. Please let me know if there are any additional documents, drawings, or requirements you need in order to process this request. I am happy to attend a meeting or provide any further information you may need.

Thank you for your time and attention to this matter. I look forward to your response and appreciate your support in making my property more secure and enjoyable.

Sincerely,
[Don Rakey]
Property Owner, 400 Monticello Drive



FENCE PERMIT / APPLICATION

CODE ENFORCEMENT DEPT · 1 GOVERNMENT CTR · BALLWIN MO 63011 · (636) 227-2129 · inspections@ballwin.mo.us

LOCATION (ADDRESS): 400 MONTICELLO DR	DATE:
OWNER: DON RAKY	PERMIT NUMBER: 24-051-59
CONTACT PERSON:	PERMIT FEE: <input type="checkbox"/> \$45
PHONE: 636-386-8208	<input type="checkbox"/> MAIL TO: Homeowner Contractor
EMAIL: Donrakey@aol.com <i>-Please email owner also</i>	

PERMIT #: 24-51-59

CONTRACTOR: CHESTERFIELD FENCE	CONTACT PERSON: MERSAD RAMIC
ADDRESS: 620 SPIRIT VALLEY EAST DR.	PHONE: 314-403-4395
EMAIL: MRAMIC@CHESTERFIELD FENCE.COM	

FENCE INFORMATION

<input type="checkbox"/> PRIVACY	<input type="checkbox"/> CHAIN LINK
<input checked="" type="checkbox"/> NON-PRIVACY	<input type="checkbox"/> WOOD
<input type="checkbox"/> POOL	<input checked="" type="checkbox"/> VINYL
	<input type="checkbox"/> ALUMINUM
	<input type="checkbox"/> OTHER: _____
<input checked="" type="checkbox"/> CORNER LOT*	
<input type="checkbox"/> STREETS AT FRONT & REAR OF PROPERTY*	
HEIGHT FROM GROUND: <u>48"</u> FT / IN.	

- ### *CONDITIONS
- (These conditions apply only to corner or double-frontage lots)*
- No part of the fence may be located in the public right-of-way.
 - Fence must have a gate to provide access to right-of-way for maintenance purposes.
 - Fence must be erected with the finished side facing the roadway.
 - Fence must blend with existing nearby front yard fences in orientation, color, style, height, materials, and location.
 - Fence must be located so as not to obstruct the view of motorists or pedestrians in the vicinity.

Two copies of your plot plan, showing the location of the fence, must be submitted with this application.

I hereby certify that the information contained in this application and accompanying drawings or plats is correct, and that I will conform with all applicable laws of the City of Ballwin.

The undersigned warrants either (i) the plans have been approved by any applicable Board of Trustees, or other subdivision governing body; or (ii) that there is no relevant subdivision Board or Trustee group for which approval is required.

Mersad Ramic OWNER/CONTRACTOR 11-8 DATE

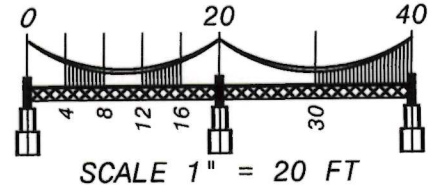
PERMITEE MUST CALL FOR A FINAL INSPECTION WHEN THE FENCE HAS BEEN COMPLETED

<p>RECEIVED</p> <p>NOV 08 2024</p> <p>CITY OF BALLWIN</p>	<p>► REVIEWED ◀</p> <hr/> <p>PLANS EXAMINER APPROVAL</p> <hr/> <p>INSPECTOR APPROVAL (if needed)</p> <p>Date: _____</p>
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BOUNDARY AND IMPROVEMENT SURVEY

400 MONTICELLO DRIVE

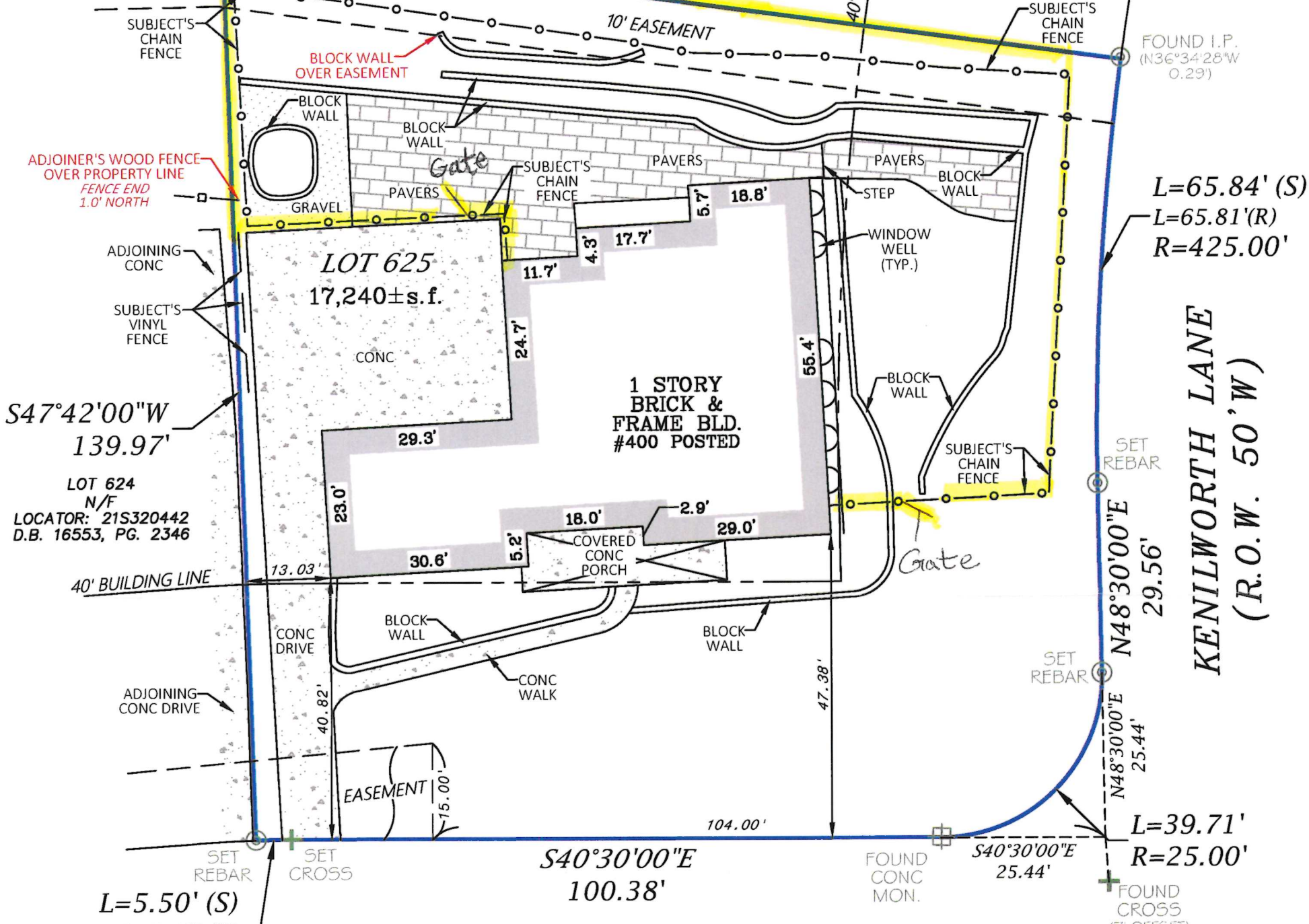
LOT 625 OF CLAYMONT PLAT NO. 12-A
PLAT BOOK: 114, PAGE: 87
ST. LOUIS COUNTY, MISSOURI



LOT 419
N/F
LOCATOR: 21S310274
D.B. 24094, PG. 1401

LOT 420
N/F
LOCATOR: 21S310322
D.B. 24232, PG. 1503

$N32^{\circ}38'00''W$
140.02' (S)
140.00' (R)



MONTICELLO DRIVE (R.O.W. VARIABLE WIDTH)

CONTROLLING CORNERS USED:
I.P. - NORTHEAST CORNER LOT 623.
I.P. - NORTHEAST CORNER LOT 618.
I.P. - NORTHEAST CORNER LOT 617.

1"=0.08'
2"=0.17'
3"=0.25'
4"=0.33'
5"=0.42'
6"=0.5'
7"=0.58'
8"=0.67'
9"=0.75'
10"=0.83'
11"=0.92'

TITLE NOTES
THIS DRAWING HAS BEEN COMPILED WITHOUT THE BENEFIT OF A CURRENT CERTIFICATE OF TITLE EXAMINATION AND, THEREFORE, MAY NOT CONTAIN EASEMENTS, RESERVATIONS, EXCEPTIONS, RESTRICTIONS AND COVENANTS OF RECORD.

BASIS OF BEARINGS
CLAYMONT PLAT NO. 12-A
PLAT BOOK: 114, PAGE: 87

LINE TYPES	
	CHAIN FENCE
	EASEMENT
	LINE
	SETBACK LINE
	PARCEL LINE
	U.S. SURVEY/ SECTION LINE
	BOUNDARY LINE
	WOOD/VINYL/ METAL FENCE
	WIRE FENCE
	BUILDING FOOTPRINT
	CENTERLINE

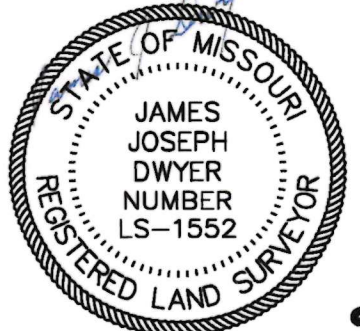
I.P.=IRON PIPE I.R.=IRON ROD (S)=SURVEYED
(R)=RECORD NR=NON-RADIAL P.B.=PLAT BOOK
PG.=PAGE D.B.=DEED BOOK S.F.=SQUARE FEET
N/F=NOW OR FORMERLY C/L=CENTERLINE
CONC=CONCRETE R.O.W.=RIGHT-OF-WAY

SURVEYOR'S STATEMENT

AT THE REQUEST OF DONALD RAKAY, ALTEA, LLC, HAS DURING THE MONTH OF OCTOBER, 2024, EXECUTED A BOUNDARY RETRACEMENT SURVEY OF LOT 625 OF CLAYMONT PLAT NO. 12-A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 114, PAGE 87 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, TOGETHER WITH THE LOCATION OF OBSERVED IMPROVEMENTS THEREON, AND THAT THE RESULTS OF SAID SURVEY ARE IN MY PROFESSIONAL OPINION, CORRECTLY INDICATED ON THE ABOVE PLAT. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR URBAN CLASS PROPERTY. BUILDING SETBACK INFORMATION DEPICTED HEREON IS FROM THE RECORD PLAT OR CITY BLOCK MAP (IF APPLICABLE). PLANNING AND ZONING RESTRICTIONS WERE NOT OBTAINED OR ADDRESSED AS A PART OF THIS SURVEY. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY ONLY AND IS NOT TRANSFERABLE. UTILITY LOCATES WERE NOT REQUESTED AND NO UTILITIES OR SEWERS WERE LOCATED IN CONJUNCTION WITH THIS SURVEY. THE OPINION OF THE ORIGIN OF THE FENCES SHOWN HEREON IS FROM EVIDENCE OBSERVED DURING THE COURSE OF THIS SURVEY, AND MAY INCLUDE: FENCE CONSTRUCTION, OCCUPANT TESTIMONY, OR OTHER AVAILABLE INFORMATION. NO GUARANTEE IS MADE OR CERTAINTY GIVEN AS TO THE ORIGIN OR OWNERSHIP OF FENCES. THIS BOUNDARY SURVEY IS NON-TRANSFERABLE. DUE TO EACH MUNICIPALITY HAVING DIFFERENT ZONING SETBACK REQUIREMENTS, OVERHANGS SHOWN ON THIS SURVEY MAY BE IN VIOLATIONS THAT THE SURVEYOR IS NOT AWARE OF AND MAKES NO WARRANTIES TO THIS AFFECT.

AS AGENT OF ALTEA, LLC
DATE 11-5-2024

ALTEA, LLC
Consulting Land Surveyors
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PROJECT NUMBER: **24-2540-O**

SHEET	FIELD CREW & FIELD DATE:	MAM - 10/30/24
1	DRAFTER:	LD/CV
OF 1	DRAFTED ON:	10/31/2024
	REVIEWER:	BLH
	REVIEWED ON:	10/31/2024

