



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 # 1137 a 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 1<sup>st</sup> day of January, 2025, and terminating on the 31<sup>st</sup> 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

*Paul M. Winham*  
 \_\_\_\_\_  
 Mayor

ATTEST:

*Barbara Beckett*  
 \_\_\_\_\_  
 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