

Central West End South East Special Business District

c/o Park Central Development Corporation
4512 Manchester Avenue, Suite 100
Saint Louis, Missouri 63110
314.535.5311 office 314.531.1894 fax

NOTICE: MEETING of the BOARD OF COMMISSIONERS 4:30 p.m., TUESDAY, FEBRUARY 17, 2015

TENTATIVE AGENDA

1. Call to Order:
2. Project Updates
 - A. Public Safety, Jim Whyte
 - (1) TCF Supplemental Patrols
 - a) Statistics
 - b) 2015 Contract
 - (2) Neighborhood Security Initiative
 - a) Monthly Crime Reports
 - b) Camera Project
 - B. Neighborhood Stabilization, Ron Coleman
 - C. Streetscape Maintenance & Landscaping
3. Ordinary Business
 - A. Approval of Minutes, December 16, 2014
 - B. Financial Reports; Resolution re. Project Manager Change and Bank Account Administration
 - C. Board Membership
 - (1) Recruitment Status: Ralph Wafer and Jason Wilson
 - (2) Conflict of Interest Form
4. Other Business to Come Before the Board
5. Adjournment

This meeting is open to the public, provided, however, that a portion of the meeting may be closed to discuss legal, real estate and/or personnel matters as provided by Sections 610.021(1), (2) and/or (3), RSMO. Representatives of the news media may obtain copies of this notice, and persons with disabilities wishing to attend may contact: Park Central Development Corporation, 45112 Manchester, Suite 100, St. Louis, MO 63110, (314) 535-5311.

DATE POSTED 02.10.2015

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MINUTES of the MEETING of the BOARD OF COMMISSIONERS JANUARY 20, 2015

1. Call to Order

Commissioners Present: Jeff Miner, Dennis Overton

Commissioners Excused: Teri Pesapane

Commissioners Absent: Yusef Scoggin, Tiffany Boyd

Others Present: Ron Coleman, Neighborhood Stabilization Officer; Susan Anderson, Park Central Development

As a quorum was not present, a general discussion was held with no actions voted upon.

2. Project Updates

A. Public Safety, Jim Whyte

- (1) TCF Supplemental Patrols – Mr. Whyte reported that aggravated assaults and larcenies are down while burglaries have increased. He believes SLMPD resources are not properly assigned, thereby some property crimes scene evidence, including DNA, is not processed in a timely fashion. This allows criminals more time to victimize. As a quorum was not available, the 2015 TCF contract was not discussed.

- (2) Neighborhood Security Initiative: Camera Project – Mr. Whyte said he expects the camera installation to be complete this week, minus the camera at Park Place (4399 Forest Park). Permission to install has been slow to secure.

Ms. Anderson said she knows the owners of the buildings on the SW and NE corners of Laclede and Newstead, and that they may be more accepting of the camera proposal. She will contact them via e-mail, introducing them to Mr. Whyte.

B. Neighborhood Stabilization, Ron Coleman

- C. Streetscape Maintenance & Landscaping – Ms. Anderson said that the previous minutes cited within the “Action Items”, a fire hydrant assessment. It was agreed that Ms. Anderson and Mr. Coleman will devise a method to address the issue.

3. Ordinary Business

A. Approval of Minutes, December 16, 2014

B. Financial Reports; Resolution re. Project Manager Change and Bank Account Administration

C. Board Membership

(1) Recruitment Status – There are two vacant board seats, each require a renter. At previous meetings Ralph Wafer and Jason Wilson have been suggested as potential board members. Ms. Anderson knows Mr. Wafer personally and will contact him to discuss the Board, its activities and time requirements. If he is interested, she will invite him to the upcoming meeting.

(2) Conflict of Interest Form – No discussion.

4. Other Business to Come Before the Board – No discussion.

5. Adjournment – The discussion ended at 6:45 p.m.

Respectfully submitted,

Susan Anderson
Park Central Development

ACTIONS ASSIGNED

#	ACTION ITEM	ASSIGNED TO	STATUS
1	Budget shows \$41,018.96 “Uncategorized Income”. This was tax revenue and will be revised 12.2014.	Gelinda Connell	Complete
2	Investigate original buyers of planters at 43xx West Pine & Newstead (one is damaged).	Ron Coleman	
3	Contact TCF and NSI re. expectation of no less than minimum patrols during holidays.	Gelinda Connell	Complete
4	Prospective board members: Contact Ralph Wafer (resident)	Susan Anderson	Complete
5	Prospective board members: Jason Wilson (NW Coffee, 4215 Laclede		

2015 SECURITY SERVICE AGREEMENT

By and Between

THE CITY'S FINEST, LLC

and the

CENTRAL WEST END SOUTHEAST SPECIAL BUSINESS DISTRICT

THIS AGREEMENT ("Contract"), made as of the _____ day of _____, 2015 between THE CENTRAL WEST END SOUTHEAST SPECIAL BUSINESS DISTRICT (hereinafter referred to as the "SBD"), and THE CITY'S FINEST, LLC (hereinafter referred to as "CONTRACTOR"), a limited liability company incorporated under the laws of Missouri:

WITNESSETH THAT:

WHEREAS, among the powers granted by law to SBD is the power to provide special police for the protection and enjoyment of the property owners and general public within SBD boundaries as shown in Exhibit A attached hereto and made part of this Contract; and

WHEREAS, the CONTRACTOR has the necessary expertise and skill to perform policing services; and

WHEREAS, SBD desires to have the CONTRACTOR furnish licensed, trained, uniformed, Police Officers (hereinafter referred to as "Officers") for the purposes of providing security services within the boundaries of SBD. SBD boundaries are as indicated in Exhibit A attached hereto and hereby made a part of this Contract.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Determination of Services. CONTRACTOR shall furnish Officers for the patrol and protection of SBD at various dates and times to be determined by CONTRACTOR. CONTRACTOR will use information from the following when designing a patrol strategy:
 - a. CONTRACTOR's own internal crime data and law enforcement experience;
 - b. Crime data obtained from databases managed by the St. Louis Metropolitan Police Department (hereinafter referred to as "SLMPD");
 - c. Recommendations from the Office of the Central West End Neighborhood Security Initiative (hereinafter referred to as "NSI");
 - d. Requests from the SLMPD;
 - e. Requests from the representative of SBD designated in writing by SBD to the Contractor (hereinafter the "SBD Representative"); and SBD's Annual Security Budget.
2. Budget. SBD shall provide CONTRACTOR with an Annual Security Budget designated specifically for the CONTRACTOR's services. The Annual Security Budget will be provided by January 31, 2015.
3. Shifts. The CONTRACTOR reserves the right to modify the scheduled date, start time, end time, or duration of shift(s) when CONTRACTOR deems necessary.

4. Services to be Provided. CONTRACTOR shall furnish said Officers completely outfitted with uniforms and all necessary equipment. Officers shall at all times adhere to SLMPD Policy and Procedures in effect at the time and perform the following duties:
 - a. Conduct patrols of SBD via the CONTRACTOR's mountain bikes and all-terrain vehicles, or by occasional foot-patrol.
 - b. Carry CONTRACTOR's Global Positioning Devices (hereinafter referred to as "GPS").
 - c. During patrols, guard SBD against crimes against persons and property to include, but not limited to, theft, trespass, burglary, vandalism, robbery, and assault. Every effort shall be made to prevent crime; however, due to the nature of criminal activity and detection of same, there is no guarantee.
 - d. Effect arrests and complete SLMPD reports when deemed necessary by SLMPD Policy and Procedures in effect at the time.
 - e. Electronically report their daily activities, unusual incidents, or hazardous conditions promptly to CONTRACTOR via CONTRACTOR's proprietary on-line Data Management System (hereinafter referred to as "DMS").
 - f. Coordinates the duties it performs hereunder with the SLMPD from time to time as necessary or appropriate.
 - g. Attend legal proceedings as deemed necessary by order of the courts.
5. Access to DMS. CONTRACTOR shall grant persons designated in writing by SBD Representative access to the DMS for purposes of viewing nightly reports, schedules, GPS data and a variety of other functions specific to the DMS.
6. Insurance. CONTRACTOR agrees to have and keep in full force the policies set forth in Exhibit B, entitled "Insurance Requirements", which is attached hereto and incorporated herein at all times during the term of this Contract. All policies, endorsements, certificates and/or binders shall be subject to approval by SBD's Representative as to form and content. These requirements are subject to amendment or waiver if so approved in writing by SBD's Representative. CONTRACTOR agrees to provide SBD with a copy of said policies, certificates and/or endorsement before work commences under this Contract.
7. Designated Representative of Contractor. CONTRACTOR is responsible for the direct supervision of the Officers through its designated representative. Such representative shall, in turn, be available at all reasonable times to report to and confer with SBD Representative with respect to the services.
8. Provisions of Officers. The CONTRACTOR's protection service covered by this contract shall be performed by qualified, careful and efficient employees, all of whom shall be active officers in good standing with the SLMPD, in strict conformity with the best practices and such standards as may be prescribed by CONTRACTOR from time to time. Upon request by SBD Representative, CONTRACTOR shall remove from service hereunder any of its employees who, in the sole determination of SBD, has engaged in improper conduct or is not qualified to perform the work assigned to him.
9. Invoice and Payment. CONTRACTOR shall furnish SBD with detailed invoices on the 15th and last day of each month. Such invoices are payable to CONTRACTOR by SBD on or before thirty (30) calendar days after receipt of invoice. Upon payment not received after the aforementioned 30-day period, CONTRACTOR may levy an immediate 2% penalty, then an additional 2% penalty every 30 days thereafter (compounded).

10. Rates. For the services rendered hereunder, SBD shall pay CONTRACTOR as follows:

- a. FIFTY DOLLARS (\$50.00) per hour per Officer (based on a four-hour shift).
- b. FIFTY DOLLARS (\$50.00) per hour (minimum of two hours) per Officer in the event of a warrant application related to an arrest made by the Officer during the course of the Officer's duties for SBD by CONTRACTOR.
- c. In the event an Officer working for SBD by CONTRACTOR makes an arrest or is involved in an incident which causes Officer to work past regularly scheduled hours, SBD will be charged FIFTY DOLLARS (\$50.00) per hour for any hours worked directly related to said arrest or incident.
- d. In the event an Officer is subpoenaed to court directly related to an arrest or incident which occurred while working for SBD by CONTRACTOR SBD will be charged FIFTY DOLLARS (\$50.00) per hour for said court time.
- e. Holiday Rates – The following days will be billed at SEVENTY FIVE DOLLARS (\$75.00) per hour:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - NewYear's Eve

11. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless SBD, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or omissions by CONTRACTOR's officers, employees or agents. The acceptance of said services and duties by SBD shall not operate as a waiver of such right of indemnification.

12. Waiver. CONTRACTOR agrees that waiver by SBD of any breach or violation of any terms or condition of this Contract shall not be deemed to be a waiver of any other term or condition or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by SBD of any work or services by CONTRACTOR shall not be deemed a waiver of any term or condition of this Contract.

13. Independent Contractor: It is understood and agreed that CONTRACTOR, in the performance of this Contract, shall act and be an independent contractor and not an agent or employee of SBD; and as an independent contractor, CONTRACTOR and all persons employed through CONTRACTOR shall obtain no rights to salary, retirement benefits or other benefits which may accrue to SBD's employees, and CONTRACTOR hereby expressly waives any claim it, or anyone claiming through it, may have to any such rights. CONTRACTOR shall maintain complete control over all of CONTRACTOR's employees, any subcontracting subcontractors, and CONTRACTOR's operations. Neither CONTRACTOR nor any person retained by CONTRACTOR may represent, act, or purport to act as the agent, representative or employee of SBD. Neither CONTRACTOR nor SBD is granted any right or authority to assume or create any obligation on behalf of the other.

14. Compliance with Laws and Policies and Procedures of SLMPD. CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the United States of America, the State of Missouri and the City of St. Louis, and to the Policies and Procedures of the SLMPD in effect at the time.

- 15. Non-discrimination. CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Contract.
- 16. Term, termination and modification.
 - a. This contract shall be terminable by CONTRACTOR as to SBD or by SBD as to CONTRACTOR, with or without cause, upon giving of thirty (30) days' written notice.
 - b. The CONTRACTOR reserves the right to suspend or reduce services if payment for said services becomes in excess of 45 days from date of invoice.
 - c. This initial term of this Contract extends from February 1, 2015 to January 31, 2016.
 - d. After the initial term, this contract may be renewed for a period of up to one year by SBD and CONTRACTOR by the sending of a simple letter so renewing this contract signed by an officer of SBD. This contract can be renewed if desired multiple times.

17. Notices. A notice, demand or other communication under this Contract by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, as follows:

- | | |
|---|---|
| <ul style="list-style-type: none"> a. CWE SouthEast Special Business District:
Address: c/o PARK CENTRAL
DEVELOPMENT CORPORATION
4512 Manchester Avenue, Suite 100
St. Louis, MO 63110
Attn.: Susan Anderson, Proj. Mgr.
Facsimile: 314.531.1894 | <ul style="list-style-type: none"> b. The City's Finest, LLC
Address: 7340 Coronado Avenue
St. Louis, Missouri 63116
Attn.: Charles R. Betts, Jr.
President & CEO
Facsimile: _____ |
|---|---|

Or such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Paragraph.

- 18. Assignability. The parties agree that the expertise and experience of CONTRACTOR are material considerations in this Contract. CONTRACTOR shall not assign or transfer any interest in this Contract nor the performance of any of CONTRACTOR's obligations hereunder, with the prior written consent of SBD, and any attempt by CONTRACTOR to assign this Contract or any rights, duties, or obligations arising hereunder shall be void and of no effect.
- 19. Subcontractors. CONTRACTOR shall not use sub-contractors to perform any services authorized under this Contract.
- 20. Governing Law. SBD and CONTRACTOR agree that the law governing this Contract shall be that of the State of Missouri.
- 21. Venue. In the event that a lawsuit is brought by either party to this Contract, the parties agree that venue must be exclusively vested in the 22nd Judicial Circuit Court of the State of Missouri, or if federal jurisdiction is appropriate, exclusively in the United States District Court of Eastern Missouri.

22. Confidential Information. All data, documents, discussions or other information developed or received by or for Contractor in performance of this Contract are confidential and must not be disclosed to any person except as authorized by SBD, or as required by law.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the day and year first above written.

CWE SOUTHEAST SPECIAL BUSINESS DISTRICT

THE CITY'S FINEST, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Office: _____

Office: _____

Date: _____

Date: _____

Exhibit A

SBD Boundaries

**CENTRAL WEST END SOUTHEAST
SPECIAL BUSINESS DISTRICT
+++ Boundary Map +++**

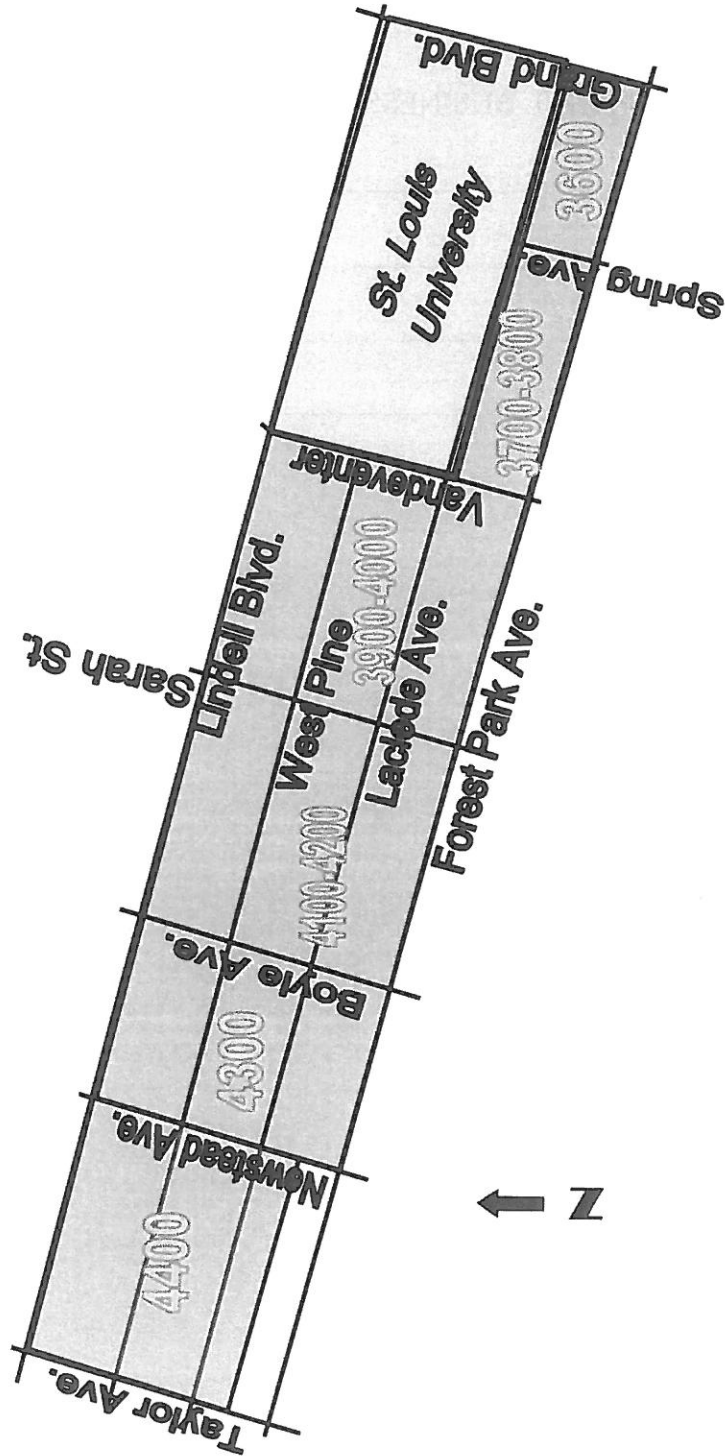


Exhibit B

Insurance Requirements

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance and Employer's Liability Insurance as required by Missouri Law; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by SBD Representative.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limited no less than

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by Missouri Law and Employers' Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions: \$1,000,000 per occurrence/aggregate limit.

D. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by SBD. At the option of SBD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SBD, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by SBD

E. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. SBD, its officers, employees, agents or CONTRACTORs are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and complete operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to SBD, its officers, employees, agents and contractors.
 - b. CONTRACTOR's insurance coverage shall be primary insurance as respects SBD, its officers, employees, agents and CONTRACTORs. Any insurance or self-insurance maintained by SBD, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided SBD, its officers, employees, agents or contractors.
 - d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of SBD, its officers, employees, agents and contractors.

F. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to SBD.

G. **Verification of Coverage**

CONTRACTOR shall furnish SBD with certificates of insurance and with original endorsements affecting coverage required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either e-mailed in pdf format to SBD, [mailto: Susan@ParkCentralDevelopment.org](mailto:Susan@ParkCentralDevelopment.org), or mailed to the following postal address or any subsequent address as may be directed in writing by SBD.

CENTRAL WEST END SOUTHEAST SPECIAL BUSINESS DISTRICT
c/o PARK CENTRAL DEVELOPMENT CORPORATION
4512 Manchester Avenue, Suite 100
St. Louis, MO 63110
Attn.: Susan Anderson, Project Manager

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
CENTRAL WEST END SOUTHEAST
SPECIAL BUSINESS DISTRICT**

AT A MEETING of the Board of Directors of **CENTRAL WEST END SOUTHEAST SPECIAL BUSINESS DISTRICT** ("SBD") duly called and held on the **TWENTIETH** day of **JANUARY, 2015**, the following resolution regarding SBD bank accounts ending 0576 and 5936 held at Pulaski Bank was offered, seconded and adopted.

"BE IT RESOLVED Susan Anderson shall be the administrator for the above-referenced bank accounts with the right to electronically view bank account activity, to download bank account statements, to request and receive account-related information from bank staff, to make deposits to, and to transfer funds between these accounts.

BE IT FURTHER RESOLVED that Susan Anderson shall not have the right to sign checks or to make electronic transfers outside of bank accounts held at Pulaski Bank."

I HEREBY CERTIFY THAT the foregoing is a true and correct statement of a resolution passed by a majority of the Board of Directors of Park Central Development on the date specified above.

Yusef Scoggin, President to the Board

Board Member
CWE SouthEast Special Business District

CWE SouthEast Special Business District

c/o Park Central Development Corporation
4512 Manchester Avenue, Suite 100
Saint Louis, Missouri 63110
314.535.5311 office 314.531.1894 fax

BOARD OF COMMISSIONERS

Qualification	Term	Member Name	Contact Information
Renter	<i>Vacant</i>	<i>Vacant</i>	<i>Vacant</i>
Renter	<i>Vacant</i>	<i>Vacant</i>	<i>Vacant</i>
Property Owner	12.31.17	Boyd, Tiffany	4157 West Pine Blvd. St. Louis, MO 63108 314-363-8463 TiffanySmallBoyd@gmail.com
Property Owner	12.31.16	Miner, Jeff	4100 Laclede Ave., #212 St. Louis, MO 63108 314-362-8235 MinerJ@wustl.edu
Property Owner	12.31.17	Overton, Dennis	4466 West Pine Blvd., #17D St. Louis, MO 63108 636-578-5780 DOverton649@charter.net
Property Owner	12.31.15	Pesapane, Teri	3954 West Pine Blvd. St. Louis, MO 63108 314-531-7920 X 323 Teri@GrowingGreen.com
Property Owner	12.31.15	Scoggin, Yusef	4243 Laclede Ave. St. Louis, MO 63108 314-482-2936 ikazy@yahoo.com

CONFLICT OF INTEREST

A copy of this form is to be signed by all Board Members, all employees and administrators associated with tax funds received by Central West End South Special Business District.

In accordance with 24 CFR Part 85:

"No employee, officer or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such conflict would arise when:

- a. the employee, officer or agent;
- b. any member of his immediate family;
- c. his or her partner; or
- d. any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

"The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to agreements."

"No persons described above 'who exercise or have exercised any functions or responsibilities with respect to activities funded by tax dollars, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain financial interest or benefit from a tax-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter."

Check One

- I certify that no conflict of interest exists pursuant to the above referenced regulations.
- I certify that a *possible* conflict of interest does exist. The possible conflict of interest is:
(attach additional sheet if necessary)

I understand that undisclosed Conflict of Interest situations resulting in questioned costs may necessitate repayment of all questioned costs to tax payers and may subject me to further penalty under all governing laws and regulations.

Recipient: CENTRAL WEST END SOUTH SPECIAL BUSINESS DISTRICT

Signature: _____ Title: _____

Printed Name: _____ Date: _____