

**Central West End SouthEast
Special Business District**

c/o Park Central Development Corporation
4512 Manchester Avenue, Suite 100
Saint Louis, Missouri 63110-2100
O: 314.535.5311
cwesoutheastssbd.com

**BOARD OF COMMISSIONERS MONTHLY MEETING
TO BE HELD
March 15th, 2022, at 5:00 p.m.
Via Zoom**

Please Note: Due to Covid-19, the Board of Commissioners meeting will be held via Zoom at (Meeting ID: 831 2757 2588) or call by phone at 1-312-626-6799.

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on March 15th, 2022 at 5:00 p.m., the Central West End Southeast Special Business District (the "District") will hold its public Monthly Meeting to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. Call to Order
2. Chair's Report & Announcement of the Order of Business
3. Public Comments & Questions (5-minute limit per speaker)
4. Approve Previous Meeting Minutes
5. Public Safety
 - a. Neighborhood Security Initiative, Jim Whyte
 - i. Contract Renewal – Approval
 - b. The City's Finest, Rob Betts
 - i. Contract Renewal – Approval
6. Neighborhood Improvement
 - a. City of St. Louis, Ron Coleman
 - i. Lighting
 - ii. Public Infrastructure Projects
7. Project Reports
 - a. Financial Reports
 - b. Annual Report – Approval
8. Other Business
9. 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 can contact: Park Central Development, 4512 Manchester #100, St. Louis, 63110, (314) 535-5311.

**DATE POSTED: 3/11/2022
Time: 5:00 PM**

• Central West End Southeast Special Business District •

4512 Manchester #100 Saint Louis, MO 63110 (314) 535-5311

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**Central West End Southeast SBD Meeting
February 15th, 2022 at 5:00pm
At 4512 Manchester Ave. Suite 100
St. Louis, MO 63110 (Zoom)**

Board Members in Attendance: Rick Kissel, Doug Anderson, Yusef Scoggin, Jeff Miner

Board members not in Attendance: -

Others in attendance: Ashley Johnson, Abdullah (Park Central Development), Alderwoman Tina Pihl, Ron Coleman (City of St. Louis), Jim Whyte (NSI), Kimberly Drake Smith (WUMC), Frank Eppert (ABNA), Brooks Goedecker (Midtown Redevelopment Corporation), Darius Young (Public)

1. **Call to order**
 - a. Y. Scoggin called the meeting to order at 5:03 PM.
2. **Public Comments:**
 - a. B. Goedecker requested financial support for the installation of new lighting at the intersection of Vanderventer and Forest Park Parkway. He requested \$150,000 towards the lighting. However, he noted that the SBD will need to hire an engineer and get a cost estimate for the project. Upon board discussion, the board noted that they are in favor of the project. However, they asked B. Goedecker to reach out to some local partners to see if they are willing to also contribute to the project financially.
 - b. Alderwoman Tina Pihl introduced the Darius Young. He will be leading the Alderwoman Safety and Security Committee.
3. **Approval of previous Meeting Minutes:**
 - a. D. Anderson motioned to approve meeting minutes; Y. Scoggin seconded. All in favor, motion approved.
4. **Public Safety:**
 - a. **Neighborhood Security Initiative:** J. Whyte presented the security report. January total crime is up 47% when compared to this time last year. The biggest security issue are larcenies, specifically the theft of catalytic converters. 7 deaths at 4451 Forest Park Ave. was due to drugs. Police and DEA are investigating, and one arrest has been made with charges pending. Lastly, J. Whyte gave an update on the outreach team efforts. Y. Scoggins requested a six-month recap on activities.
5. **Neighborhood Improvements**
 - a. R. Colman gave several community updates. R. Colman is working with the property owners along Vanderventer to explore the option of changing parking requirements.
 - b. Lighting: R. A. Johnson gave an update on the lighting project. She meets with R. Coleman and BPS to go over the timeline. Payment in full is scheduled to be due in March. Hopefully, the project will begin in late summer. F. Eppert noted that the engineering drawings should be completed soon.
 - c. A. Johnson gave an update on the infrastructure projects. She noted the SBD should be able to draw down their funds in March. However, this is the same time the lighting payment is

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expected in full. Y. Scoggin motioned to move forward with the smaller projects; J. Miner seconded. All in favor motion approved. Y. Scoggin asked A. Johnson to keep the board updated on any cost deviations.

6. **Project Report**

- a. **Financial Reports:** Board reviewed the financial reports. Y. Scoggin motioned to approve the financials; D. Anderson second. All in favor, motion approved.

7. **Meeting Adjourned:** Meeting adjourned at 6:07 PM.

DRAFT

2022 COOPERATIVE AGREEMENT

By and Between

THE CENTRAL WEST END NEIGHBORHOOD SECURITY INITIATIVE AND DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT

THIS COOPERATIVE AGREEMENT (this “*Agreement*”) is made and entered into as of the ____ day of _____, 20____, by and between the **DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT**, a special business district and a political subdivision of the state duly organized and existing under the laws of the State of Missouri (“*SBD*”), and the **CENTRAL WEST END NEIGHBORHOOD SECURITY INITIATIVE** (the “*CWE NSI*”), a Missouri Nonprofit Corporation.

Recitals:

Whereas, the Board of Alderman of the City of St. Louis, Missouri (the “*Board of Aldermen*”) has established the above named SBD by ordinance (the “*Enabling Ordinance*”) that authorizes the collection of additional tax revenues to be used for certain purposes, including the provision of special police and/or security facilities, equipment, vehicles and/or personnel for the protection and enjoyment of the property owners and the general public.

Whereas, the SBD supports the goals of the CWE NSI, which include hiring a security director to advise the SBD, as well as other entities within the SBD, on security issues in an effort to reduce crime, minimize the impact of crime on individuals and businesses in the neighborhood, and reduce the fear of crime for residents and visitors alike by providing a more cohesive partnership with neighbors, businesses, police, major institutions and political entities.

Whereas, the CWE-NSI provides other security related services within the SBD, including but not limited to acquiring, installing, monitoring and using certain security cameras and helping procure, schedule, and coordinate supplemental security.

Whereas, the parties desire to clarify their expectations, rights, and continuing obligations pertaining to the support of the work of CWE-NSI in the SBD as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the SBD and the CWE NSI hereby agree as follows:

Section 1. Definitions.

In addition to any italicized or bold terms defined elsewhere in this Agreement, the words and phrases below shall be defined as follows:

- 1.1. “Annual Contribution.”** An annual contribution to the NSI Fund from the SBD necessary to provide the amounts requested in the annual Notice of Contribution, as more fully described in **Sections 1.4, 2.1 and 2.2.**

- 1.2. **“District.”** The area within the boundaries of the SBD, as that area is defined in the Enabling Ordinance of the SBD.
- 1.3. **“Manager.”** The administrator of the NSI Fund as the term is defined) in that certain Intergovernmental Agreement by and between [SBDs and NSI] of [date].
- 1.4. **“Notice of Contribution.”** On at least an annual basis and as may otherwise be necessary, the Manager shall provide written notice to the SBD requesting the Annual Contribution due. Such notice shall minimally include the precise amount of the Annual Contribution, proposed allocations of the Annual Contribution, and any account information necessary to facilitate payment of the Annual Contribution.
- 1.5. **“NSI Disbursement.”** A distribution of monies from the NSI Fund consistent with the specific purposes stated in annual budgets approved by the Board of Alderman of the City for the SBD, and which are consistent with the mandates of the Enabling Ordinances for the SBD and with the requirements of the SBD Act.
- 1.6. **“NSI Fund.”** A special bank account created to provide for the collection of the Annual Contribution solely from the SBD and for the distribution of such monies for specific purposes stated in the annual budgets of the SBD as approved by the Board of Aldermen of the City and consistent with the authorized purposes described in **Section 2.3**.
- 1.7. **“Termination Date.”** The date of termination of this Agreement, as indicated on Exhibit A, attached hereto and incorporated herein.

Section 2. Services to be Rendered.

2.1. Future Services. As requested by the SBD the CWE NSI agrees to perform the services listed on Exhibit A to this Agreement, and the SBD agrees to pay CWE-NSI, in consideration therefore, the amount indicated on Exhibit A by the date indicated on Exhibit A.

2.2 Annual Funding Contribution to NSI

The operations of the CWE NSI and maintenance of the camera project are funded by annual contributions made by participating SBDs, CIDs, Washington University Medical Center and other contract areas.

Annually, upon adoption of a budget for the NSI for the coming year, the contribution of each participating SBD is calculated as a percentage of the projected revenue stream of each such SBD for the coming year. The same percentage factor is applied uniformly to each SBD that participates fully in the services provided, resulting in varying contributions based on projected revenue.

The NSI Executive Director shall determine the annual cost to maintain and operate the camera project and include those expenses and contributions on EXHIBIT B.

The percentage factor applied for 2021 is 9%.

See attached Exhibit B for a current list of participating SBDs and their respective contributions for 2021 along with the annual camera projects contribution.

- 2.3. Recordings Property of CWE NSI; Authorized Purpose.** Any recordings made of the video images from CWE NSI's cameras located within the SBD shall be the sole property of the CWE NSI and the release or showing of said images shall be in the sole discretion of the CWE NSI. The CWE NSI may make available to the St. Louis Metropolitan Police Department said images on terms and conditions set by CWE NSI. CWE NSI shall make no use of any video images other than for reducing crime or providing for public safety. All records for the Camera Program from within the SBD held by CWE NSI shall be available for inspection by the SBD, or its designee, upon reasonable notice during normal business hours.
- 2.4. Obtaining Records.** CWE NSI shall work with businesses and residents within the boundaries of the SBD to access non-CWE NSI camera footage on an as-needed basis. Such footage shall be the sole property of the CWE NSI and the release or showing of said images shall be in the sole discretion of the CWE NSI. CWE NSI shall make no use of any video images other than for reducing crime or providing for public safety. The CWE NSI may make available to the St. Louis Metropolitan Police Department said mages on terms and conditions set by CWE NSI.

Section 3. Term of the Agreement and Termination Events.

- 3.1. Term.** This Agreement shall be in full force and effect until the Termination Date. At any time before the Termination Date, the term of the Agreement may be extended by amendment pursuant to **Section 4.2.**
- 3.2. Termination Events.** If, before the Termination Date, any of the following events occur, the Agreement shall immediately terminate:
- 3.2.1.** The SBD ceases to exist as a Special Business District. This event shall not include modification of the Enabling Ordinance of the SBD by the Board of Aldermen of the City, so long as the modified entity remains a Special Business District with the necessary power to be party to this Agreement;

- 3.2.2.** Rejection of the SBD's annual budget by the Board of Alderman of the City based upon the allocation of funds for the Annual Contribution;
- 3.2.3.** Intentional failure by the SBD to include in its annual budget an allocation of funds for the Annual Contribution.
- 3.3. Notice of Termination.** Upon the occurrence of a Termination Event, the SBD must provide written notice of the Termination Event to the Manager and to the CWE NSI no later than thirty (30) days after termination.
- 3.4. Default.** In the event the SBD fails to pay the amount required in Section Two by the date payment is due, the CWE NSI has the right to:
- (a) Notify the SBD of the nonpayment;
 - (b) stop monitoring all cameras within the boundaries of the SBD;
 - (c) remove any and all equipment from within the boundaries of the SBD;
 - (d) halt any other services being provided within the boundaries of the SBD; and
 - (e) pursue all legal remedies which may be available to it.

Section 4. Miscellaneous.

- 4.1. Applicable Law.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.
- 4.2. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supersedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
- 4.3. Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.
- 4.4. Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any one of them, would not have entered this Agreement without such term or provision, or would not have

intended the remainder of this Agreement to be enforced without such term or provision.

4.5. Notices. Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

DEBALIVIERE PLACE SBD

CWE Neighborhood Security Initiative
Attn: James Whyte
447 North Euclid Ave.
St. Louis Mo. 63108

or to such other address with respect to the SBD as the SBD may, from time to time, designate in writing and forward to the CWE NSI as provided in this Section.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**CENTRAL WEST END SECURITY
INITIATIVE (“CWE NSI”)**

SPECIAL BUSINESS DISTRICT

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A

2022 SERVICES TO BE RENDERED

Contract Purpose: NSI to provide the SBD with neighborhood security coordination, crime analysis and crime management services.

Security Patrol Coordination

1. Negotiate and execute, on behalf of the SBD, annual contract for patrol services (subject to final approval of the SBD) with appropriate security provider.
2. Work with the secondary security provider to schedule patrol services. Recommendation of monthly budget disbursement after initial analysis of SBD budget, types of crime, time and day of occurrence, and SBD's expectations.
3. Monthly review of budget to actual. Ongoing scheduling changes due to special events, spikes in crime, specialized details, weather, staffing issues etc.
4. Bi-monthly review and spot-checks of secondary officer clock-in and clock-out time, to ensure officers are working scheduled shifts.
5. Bi-monthly review and spot check of officer patrol reports, to ensure accountability and relay arrest, nuisance, and other Intel directly from officers to the NSI office.
6. Bi-monthly review and spot check of GPS vapor trails, to ensure officers are patrolling the area as intended.
7. Bi-monthly review, adjustments, and approval of invoices.
8. Frequent communication with supplemental provider.

Crime Statistic Tracking/Analysis

1. Prepare and present monthly Executive Director report to include year to date, Part 1 crime statistics for the neighborhood, denoting any significant trends or activities.
2. Review daily calls for service and monthly UCR data for information and trends to identify safety and security issues.

5th District/SLMPD/City Liaison

1. NSI will establish and maintain an effective working relationship with the leadership of the 5th District police of the SLMPD and key personnel patrolling and investigating crimes in the area as well as the senior command of the SLMPD.
2. NSI will establish and maintain an effective working relationship with key city personnel (Circuit Attorney's Office, City Counselor's Office, Neighborhood Stabilization Office, Excise Commissioner's Office, Building Div., etc.) that would be useful in reducing crime and improving the quality of life within the SBD area.

Community Engagement

1. The NSI Executive Director will attend the monthly SBD meeting. The NSI will prepare and present relevant crime data as well as summaries of recent crime issues.
2. As needed, the NSI will attend and present security related information to community groups, Home Owner Associations and community members within the SBD area.
3. Work in coordination with other professional staff/area organizations that are working to enhance security within the project area.

4. NSI will share information with residents, business owners and stakeholders to educate the community and reduce crime by keeping residents informed and aware of crime trends.

Camera Project Management

1. NSI will assist in management of your current security cameras by providing video reviews of documented criminal incidents as long as access to the SBD camera system is provided.
2. NSI will assist in the identification and coordination of retrieval of video from other security systems in the SBD area which may have value in on-going investigations of criminal events.
3. NSI will coordinate our efforts with the SLMPD in order to use existing video to identify and apprehend those responsible for committing crimes in the SBD area.
4. NSI will assist in identifying areas, survey locations and provide guidance to the SBD for future expansion of the camera system within the SBD area.
5. NSI will work closely with camera vendors to ensure cameras are being maintained appropriately, operating properly and performing to the expectations of the SBD Board.

Neighborhood Advocate

1. Neighborhood Advocate (NA) will track issued criminal cases that occur within the boundaries of the SBD through various web-based tools.
2. When hearings are held regarding cases that allow for victims to speak the Neighborhood Advocate will attend the hearing and make a verbal statement on behalf of the community regarding the impact the crime has had on the community. Applicable hearings are: Bond, Plea, Sentencing, & Probation Violations.
3. The Neighborhood Advocate will deliver written statements on behalf of the community to the Circuit Attorney's Community Affairs Bureau team.
4. The Neighborhood Advocate will work with residents, community leaders and stakeholders to encourage participation in a Court Advocacy Team by coordinating training is held by the Circuit Attorney's Office.
5. Advocate will prepare a monthly report to include Issued Case Status, outcomes of criminal proceedings and status of any related 22nd Circuit Court issues.
6. The Neighborhood Advocate will engage victims of crime, when appropriate, which occurred within the SBD. Assistance is provided to victims by helping them understand the court process, coordinating information from police, attending hearings with victims and providing support.

Outreach Program

1. Outreach staff will engage and attempt to provide services to those in our community who are homeless and or experiencing mental health issues.
2. Monthly status reports will be presented at the NSI board meetings. These reports include number of engaged people, case management services provided, update on hotline calls or reports from public, etc.

EXHIBIT B

ANNUAL FUNDING CONTRIBUTION

NSI Operations Budget 2022 \$440,388.00

Funding Entity	2022 Pledge	Q1	Q2	Q3	Q4
CWE North	\$83,000.00	\$20,750.00	\$20,750.00	\$20,750.00	\$20,750.00
CWE Southeast	\$67,000.00	\$16,750.00	\$16,750.00	\$16,750.00	\$16,750.00
DeBaliviere Place	\$31,000.00	\$7,750.00	\$7,750.00	\$7,750.00	\$7,750.00
CWE South	\$23,400.00	\$5,850.00	\$5,850.00	\$5,850.00	\$5,850.00
Westminster-Lake	\$7,800.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00
Washington Place	\$5,500.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00
Waterman	\$5,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
North CID	\$15,000.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00
Euclid South CID	\$15,000.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00
East Loop CID	\$25,000.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00
WUMC	\$170,000.00				
Total	\$447,700.00				

CAMERA PROJECT MAINTENANCE AND ONGOING EXPENSES

NSI Camera Budget 2022 \$63,000

Funding Entity	2022 Pledge	1/2 annual fee	1/2 annual fee
North SBD 47%	\$29,600.00	\$14,800.00	\$14,800.00
South SBD 18%	\$11,300.00	\$5,650.00	\$5,650.00
Southeast SBD 20%	\$13,200.00	\$6,600.00	\$6,600.00
WP/WL/WTRL SBD 15%	\$9,400.00		
Westminster Lake	\$3,133.33	\$1,566.67	\$1,566.67
Washington Place	\$3,133.33	\$1,566.67	\$1,566.67
Waterman Place	\$3,133.33	\$1,566.67	\$1,566.67
Total	\$63,500.00		

2022 SECURITY SERVICE AGREEMENT

**By and Between
THE CITY'S FINEST, LLC
AND CWE SOUTHEAST SPECIAL BUSINESS DISTRICT**

THIS AGREEMENT ("Contract"), made as of the _____ day of _____, 2022 between THE CWE 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 the SBD is the power to provide services to enhance the safety and enjoyment of the property owners and general public within the SBD; and

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

WHEREAS, the SBD desires to have the CONTRACTOR furnish licensed, trained, uniformed, Police Officers (hereinafter referred to as "Police Officers") and Security Officers (hereinafter referred to as "Security Officers") for the purposes of providing security services within the boundaries of the SBD. Additionally, the SBD desires to have the CONTRACTOR furnish trained and uniformed Neighborhood Ambassadors (hereinafter referred to as "Ambassadors") for the purposes of providing information services within the boundaries of the SBD. The 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 Police Officers, Security Officers and Ambassadors for the patrol of the SBD at various dates and times to be determined by the CONTRACTOR in order to meet the needs and requests of the SBD. The 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's Neighborhood Security Initiative (hereinafter referred to as "NSI");
 - d. Requests from the representative of the SBD designated in writing by the SBD to the Contractor (hereinafter the "the SBD Representative"); and
 - e. The SBD's Annual Security Budget

2. Budget. The SBD shall provide the CONTRACTOR with an Annual Security Budget designated specifically for the CONTRACTOR's services. The Annual Security Budget for the upcoming contract year will be provided to the contractor on or before December 1st of the preceding year. The NSI and the CONTRACTOR will work together to determine prudent month-to-month budget allocations for the upcoming year. The month-to-month budget allocations for the upcoming year will be finalized and approved by the NSI on or before December 15th of the preceding year. Throughout the course of the year the CONTRACTOR may modify the month-to-month budget allocations to help compensate for crime trends, special events, NSI/SBD requests and actual budget usage. Any changes to the month-to-month budget allocations will be communicated to the NSI in a timely manner.
3. Budget Tracker. The NSI approved month-to-month budget allocations will be illustrated in the CONTRACTOR's budget tracker product. The budget tracker will be updated monthly to reflect the CONTRACTOR's actual usage of the budget through the last day of the previous month. Any overages and shortages relative to the use of the month-to-month budget will be summarized in the budget tracker. The CONTRACTOR will provide the NSI will make every attempt to provide the NSI with an updated budget tracker by the 10th of each month; however, there is no guarantee due to the nature of data used to compile the budget tracker.
4. Schedule. The CONTRACTOR will construct schedules for the SBD in accordance with the allocated monthly budgets. Due to the nature of the CONTRACTOR's services, the CONTRACTOR reserves the right to modify the scheduled date, start time, end time, or duration of shifts.
5. Services to be Provided. CONTRACTOR shall furnish said Police Officers, Security Officers and Ambassadors completely outfitted with uniforms and all necessary equipment. Police Officers, Security Officers and Ambassadors shall perform the following duties:
 - a. Police Officers shall at all times adhere to policies and procedures set forth by the SLMPD.
 - b. Security Officers shall at all times adhere to policies and procedures set forth by the St. Louis Metropolitan Police Department's Private Security Division.
 - c. Police Officers, Security Officers and Ambassadors shall at all times adhere to the policies and procedures set forth by the CONTRACTOR.
 - d. Police Officers and Ambassadors shall conduct patrols of the SBD via foot or the CONTRACTOR's owned mountain bikes or automobiles.
 - e. Security Officers shall conduct patrols of various specific business, addresses, private streets or special events within the SBD via foot or CONTRACTOR's owned mountain bikes or automobiles.
 - f. Police Officers shall patrol the SBD in an effort to protect the 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. Police Officers, nor the CONTRACTOR will be held liable by any means for criminal incidents when they occur.

- g. Security Officers shall patrol various specific business, addresses, private streets or special events within the SBD, in an effort to protect the location 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. Security Officers, nor the CONTRACTOR will be held liable by any means for criminal incidents when they occur.
 - h. Ambassadors shall patrol the SBD in an effort to observe and report safety or quality of life concerns within the SBD to the CONTRACTOR and the NSI. In addition, the Ambassadors will assist visitors and residents of the SBD with directions and general information services regarding events and locations of interest within or near the SBD. The Ambassadors may engage in various other non-security citizen service roles as approved by the CONTRACTOR in coordination with the NSI. Ambassadors shall have no security role and they, nor the CONTRACTOR, will be held liable by any means for any type of criminal incident when they occur.
 - i. Police Officers, Security Officers and Ambassadors shall carry CONTRACTOR's Global Positioning Devices (hereafter referred to as "GPS") unless otherwise excluded per approval of the CONTRACTOR in coordination with the NSI.
 - j. Police Officers, Security Officers and Ambassadors shall carry a CONTRACTOR's handheld device containing the CONTRACTOR's mobile reporting software (hereafter referred to as MobileDMS) unless otherwise excluded per the approval of the CONTRACTOR in coordination with the NSI.
 - k. Police Officers, Security Officers and Ambassadors shall use the MobileDMS to electronically report their daily activities, unusual incidents, or hazardous conditions promptly to the CONTRACTOR and NSI.
 - l. Police Officers at times may be required to effect arrests and complete SLMPD reports when deemed necessary by SLMPD's policy and procedures in effect at the time.
 - m. Security Officers at times may be required to effect arrests when deemed necessary by St. Louis Metropolitan Police Department's Private Security Division's policies and procedures in effect at the time.
 - n. Police Offices may coordinate the duties they perform hereunder with the SLMPD from time to time as necessary or appropriate.
 - o. Police Officers, Security Officers and Ambassadors may be required to attend legal proceedings by order of the courts.
6. Access to MobileDMS. CONTRACTOR may grant a designated representative from the SBD or NSI access to certain functions of the MobileDMS. The CONTRACTOR can, without cause or warning, suspend or revoke the designated representative's access to the

MobileDMS. Data within the MobileDMS is considered highly confidential and the designated representative(s) from the SBD or NSI shall not share any data or access to the system without express written permission from the CONTRACTOR.

7. Access to GPS. CONTRACTOR may grant a designated representative from the NSI access to the CONTRACTOR's GPS system. For the safety of the CONTRACTOR's Police Officers, Security Officers and Ambassadors use of the system is restricted to the designated representative(s) of the NSI staff. The CONTRACTOR can, without cause or warning, suspend or revoke the designated representative's access to the GPS system. The NSI shall not share any data or access to the system without express written permission from the CONTRACTOR.
8. 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 the SBD's Representative as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the SBD's Representative. CONTRACTOR agrees to provide the SBD with a copy of said policies, certificates and/or endorsement before work commences under this Contract.
9. 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 the SBD Representative with respect to the services.
10. Provisions of Officers. The CONTRACTOR's Police Officer service covered by this contract shall be performed by P.O.S.T, certified Police Officers, all of whom shall be active and in good standing with their respected agency. Upon request by the SBD Representative, CONTRACTOR shall remove from service hereunder any of its employees who, in the sole determination of the SBD, has engaged in improper conduct or is not qualified to perform the work assigned to him or her.
11. Invoice and Payment. CONTRACTOR shall furnish the SBD with detailed invoices near the 15th and last day of each month. Such invoices are payable to CONTRACTOR by the SBD on or before thirty (30) calendar days from the date of the invoice. Upon payment not received after the aforementioned 30-day period, CONTRACTOR may levy an immediate 4% penalty, then an additional 4% penalty every 30 days thereafter (compounded).
12. Rates. Rates. For the services rendered hereunder, the SBD shall pay CONTRACTOR as follows:
 - a. EIGHTY DOLLARS (\$80.00) per hour / per Police Officer / for all shifts excluding the below listed holidays.

- b. EIGHTY DOLLARS AND FIFTY CENTS (\$80.00) per hour / per Police Officer for a minimum of two hours in the event of a warrant application or any associated court time related to an arrest or incident involving the CONTRACTOR's Police Officer during the course of the Police Officer's duties for the SBD by the CONTRACTOR.
- c. FORTY DOLLARS (\$40.00) per hour / per Security Officer or Ambassador.
- d. Any shift starting on the following days will be billed at ONE HUNDRED AND TWENTY DOLLARS per hour / per Police Officer or SIXTY DOLLARS (\$60.00) per hour / per Security Officer or Ambassador:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- CWE North Halloween Party
- Halloween Night (Shifts Starting 4pm through 11:30pm)
- Thanksgiving Eve (Shifts starting 4pm through 11:30pm)
- Thanksgiving Day
- Christmas Eve (Shifts starting 4pm through 11:30pm)
- Christmas Day
- New Year's Eve
- Special Events Approved by the NSI

13. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless the 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 active negligent acts or omissions by CONTRACTOR's officers, employees or agents. The acceptance of said services and duties by the SBD shall not operate as a waiver of such right of indemnification.
14. Waiver. CONTRACTOR agrees that waiver by the 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 the SBD of any work or services by CONTRACTOR shall not be deemed a waiver of any term or condition of this Contract.
15. 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 the 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 the 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 the SBD. Neither CONTRACTOR nor the SBD is granted any right or authority to assume or create any obligation on behalf of the other.

16. 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. Additionally, the CONTRACTOR shall comply with the policies and procedures of the SLMPD and the St. Louis Metropolitan Police Department's Private Security Division in effect at the time.
17. 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.
18. Term, termination and modification.
 - a. This contract shall be terminable by CONTRACTOR as to the SBD or by the 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 30 days from date of invoice.
 - c. This initial term of this Contract extends from January 1, 2022 through December 31, 2024.
 - d. After the initial term, this contract can be renewed for a period of up to one year by the SBD and CONTRACTOR by the sending of a simple letter so renewing this contract signed by an officer of the SBD. This contract can be renewed if desired multiple times.
19. 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

- a. CWE SOUTHEAST SPECIAL BUSINESS DISTRICT:

Address: 447 North Euclid
St. Louis, MO 63108

Attn.: Jim Whyte
Facsimile: 314.361.0496

b. THE CITY'S FINEST, LLC

Address: 1039 Tower Grove Avenue
St. Louis, MO 63131
Attn.: Charles R. Betts, Jr.
President & CEO

Or such to her 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.

20. Assignability. The parties agree that the expertise and experience of Contractor are material considerations in this Agreement. 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.
21. Subcontractors. Contractor may not use subcontractors to perform any services authorized under this Contract.
22. Governing Law. SBD and Contractor agree that the law governing this Contract shall be that of the State of Missouri.
23. Venue. In the event that suit 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.
24. 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 the 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

By: _____

Date: _____

THE CITY'S FINEST, LLC

By: _____

Charles R. Betts, Jr., President & CEO

Date: _____

Exhibit A

SBD Boundaries



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, employees or subCONTRACTORS.

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, nonowned 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 the 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.

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

Any deductibles or self-insured retentions must be declared to, and approved by the SBD. At the option of the SBD, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the 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 the SBD

D. **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. the 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 the SBD, its officers, employees, agents and CONTRACTORS.
- b. CONTRACTOR's insurance coverage shall be primary insurance as respects the SBD, its officers, employees, agents and CONTRACTORS. Any insurance or self-insurance maintained by the 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 the 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 the SBD, its officers, employees, agents and CONTRACTORS.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the SBD.

F. **Verification of Coverage**

CONTRACTOR shall furnish the 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 the SBD, jwhyte@cwensi.com or mailed to the following postal address or any subsequent address as may be directed in writing by the SBD.

CWE NSI
447 N. Euclid
St. Louis, MO 63108

CWE Southeast SBD
Balance Sheet
As of February 28, 2022

	<u>Feb 28, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1072-1 · Bill.com Clearing	5,015.63
40900 · Cash	
10150 · Simmons Bank checking #2...	42,513.08
10155 · Simmons MMkt #8362	813,021.53
10160 · GSB - CWESE 8810	451,192.20
	<hr/>
Total 40900 · Cash	1,306,726.81
	<hr/>
Total Checking/Savings	1,311,742.44
	<hr/>
Total Current Assets	1,311,742.44
	<hr/>
TOTAL ASSETS	1,311,742.44
	<hr/> <hr/>
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	250,000.01
Retained Earnings	637,897.44
Net Income	423,844.99
	<hr/>
Total Equity	1,311,742.44
	<hr/>
TOTAL LIABILITIES & EQUITY	1,311,742.44
	<hr/> <hr/>

CWE Southeast SBD
Profit & Loss Budget Performance
February 2022

	<u>Feb 22</u>	<u>Jan - Feb 22</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income				
41000 · Tax Revenue	435,888.33	435,888.33	0.00	560,000.00
42800 · Interest Income	36.75	931.79		
49900 · Lighting Project Reserves	0.00	0.00	0.00	514,982.00
Total Income	<u>435,925.08</u>	<u>436,820.12</u>	<u>0.00</u>	<u>1,074,982.00</u>
Gross Profit	435,925.08	436,820.12	0.00	1,074,982.00
Expense				
61000 · Administration				
61050 · Annual Award	0.00	0.00	0.00	50.00
61100 · Administration (PCDC)	0.00	4,935.00	4,935.00	19,740.00
61200 · Bank Charge	0.00	0.00	6.70	40.00
61300 · Insurance, Liability & D&O	0.00	0.00	0.00	2,600.00
61400 · Legal Fees	0.00	0.00	333.40	2,000.00
61600 · Postage and Shipping Expense	24.50	24.50	16.70	100.00
61755 · Contribution/Donations	0.00	0.00	0.00	7,000.00
61800 · Web Site	0.00	0.00	0.00	250.00
Total 61000 · Administration	<u>24.50</u>	<u>4,959.50</u>	<u>5,291.80</u>	<u>31,780.00</u>
62000 · Public Services				
62010 · ATBM-Street Cleaning	1,750.00	3,500.00	3,300.00	19,800.00
62015 · Beautification	0.00	0.00	3,538.70	21,232.00
Total 62000 · Public Services	<u>1,750.00</u>	<u>3,500.00</u>	<u>6,838.70</u>	<u>41,032.00</u>
68000 · Public Safety				
68200 · CWE Neighborhood Safety Ini.	0.00	0.00	7,285.00	43,710.00
68400 · National Night Out	0.00	0.00	0.00	1,000.00
68500 · Patrol	0.00	4,515.63	23,333.40	140,000.00
68600 · Security Camera	0.00	0.00	2,676.70	16,060.00
68700 · Security Signs	0.00	0.00	0.00	1,400.00
68900 · Lighting	0.00	0.00	0.00	800,000.01
Total 68000 · Public Safety	<u>0.00</u>	<u>4,515.63</u>	<u>33,295.10</u>	<u>1,002,170.01</u>
Total Expense	<u>1,774.50</u>	<u>12,975.13</u>	<u>45,425.60</u>	<u>1,074,982.01</u>
Net Income	<u><u>434,150.58</u></u>	<u><u>423,844.99</u></u>	<u><u>-45,425.60</u></u>	<u><u>-0.01</u></u>

CWE Southeast SBD
Transaction List by Vendor
February 2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
AT Building Maintenance					
Bill	02/09/2022	1335	Street Cleaning	62010 · ATBM-Street Cleaning	-1,750.00
Park Central Development Corporation					
Bill Pmt -Check	02/03/2022	Bill.com	Tax1099.com - 1099	20000 · Accounts Payable	-24.50
Bills Paid in Feb 2022					-1,774.50



**CENTRAL WEST END
SOUTHEAST
SPECIAL BUSINESS DISTRICT**

ANNUAL REPORT 2021

<http://cwesoutheastsbd.com/>



OVERVIEW:

The Central West End Southeast Special Business District (CWE SE SBD) is a special taxing district that is managed by a Mayor appointed Board of Commissioners, all residents or stakeholders in the District. The Board consists of five property owners and two renters to ensure the representation of all types of residents in the District.

Since 1996, the CWE SE SBD has worked to provide safety and security initiatives throughout the District. These initiatives include providing supplemental security patrols, managing a security camera network, and updating pedestrian lighting throughout the District. The CWE SE SBD also works closely with the Central West End Neighborhood Security Initiative (CWENSI).

What we do:

Commissioners meet monthly to discuss a variety of issues. They work to ensure that the funds raised are spent in the most effective and efficient manor to best serve the District.

Commissioners:

- Yusef Scoggin, Chair
- Jeff Miner, Treasurer
- Marshall Michener, Secretary
- Rick Kissel
- Doug Anderson



ACTIVITIES:

PEDESTRIAN LIGHTING PROJECT:

The SBD recognizes the need to increase lighting in the neighborhood. At the end of 2020, the SBD Board of Commissioners voted to approve another lighting project within the district.

With the assistance of Alderwoman Tina Pihl's \$1,000 capital ward contribution, the SBD budgeted \$800,000 to install 68 new pedestrian lights on Laclede Ave., between Boyle and Taylor.



SAFETY AND SECURITY:

The CWE SE SBD helps to build a successful camera network and partners with the CWE Neighborhood Security Initiative (NSI), whose mission is to carry out a comprehensive plan for security in the Central West End neighborhood.

In 2021, the SBD funded 1,718 hours of supplemental security patrols.



ACTIVITIES:

LANDSCAPING:

The CWE SE SBD, in coordination with the West Pine Laclede Neighborhood Association, has initiated a median beautification project on Forest Park Avenue. Through partnering with Pretty City Gardens and Landscapes LLC, five medians will be planted along Forest Park Avenue, located at the intersections of Sarah St., Boyle Ave., and Newstead Ave.

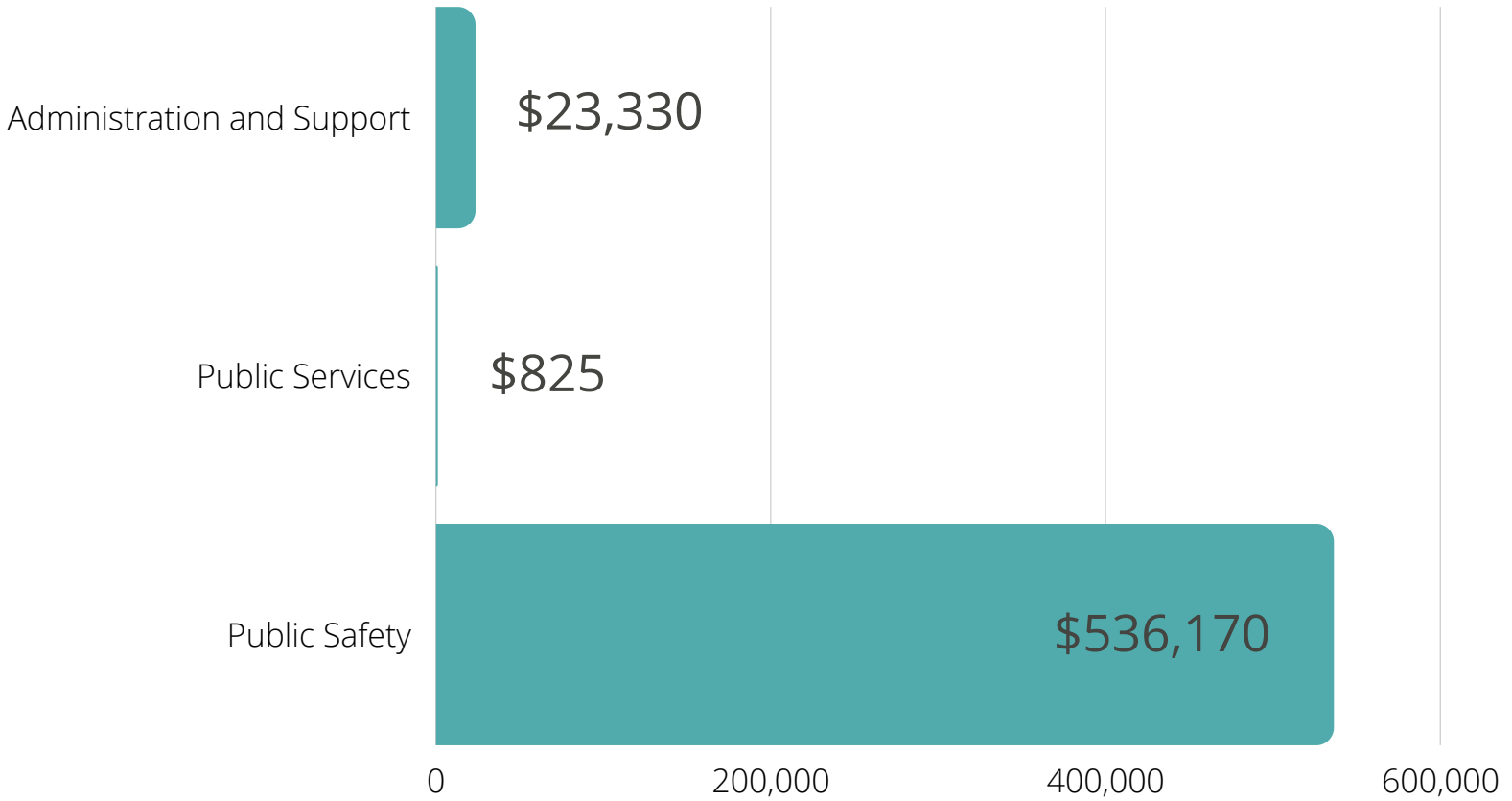
Each median is around 375 square feet for a total project size of 1870 square feet. The project started in Fall 2021, and the medians will be planted starting in Spring 2022.

LITTER CONTROL:

In September 2021, the SBD expanded their district cleaning services to include litter pickup along Lindell, Taylor, Newstead, Boyle, and Sarah. These services are performed twice a month.



FY 2021 BUDGET: EXPENSES



FY 2021 BUDGET: INCOME



CENTRAL WEST END SOUTHEAST SBD BOUNDARY MAP

