

**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

May 17th, 2022, at 5:00 p.m.

4512 Manchester Ave

St. Louis, MO 63110

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on May 16th, 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
- 6. Neighborhood Improvement**
 - a. City of St. Louis, Ron Coleman
 - i. Lighting
 - ii. Public Infrastructure Projects
- 7. Project Reports**
 - a. Financial Reports
- 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: 5/12/2022

Time: 5:00 PM

• **Central West End Southeast Special Business District** •

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**Central West End Southeast SBD Meeting
April 19th, 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 (Park Central Development); Jim Whyte (NSI); Alderwoman Tina Pihl, Ron Coleman (St. Louis City); Bradley Jones (Public)

1. **Call to order**
 - a. Y. Scoggin called the meeting to order at 5:01 PM.
2. **Public Comments:**
 - a. B. Jones introduced himself as a renter in the district and will like to join the board.
 - b. T. Pihl noted a Harm Reduction Initiative meeting will be taking place at CORTEX on April 30th.
3. **Approval of previous Meeting Minutes:**
 - a. D. Anderson motioned to approve meeting minutes; R. Kissel seconded. All in favor, motion approved.
4. **Public Safety:**
 - a. **Neighborhood Security Initiative:** J. Whyte gave an update on the security report. March total crime is up 71% when compared to this time last year. The homeless outreach engagement has been going well and they are having a positive impact. The Brown School of Social Work will be helping the NSI enhance their Homeless Outreach Program.
 - i. **NSI Contract Renewal:** A. Johnson presented the NSI contract. J. Miner noted the financial contribution doesn't appear to be correct, Y. Scoggin suggested waiting to approve the contract once the issue has been resolved.
5. **Neighborhood Improvements:** R. Colman gave the following community updates:
 - a. BPS should be reaching out to A. Johnson for lighting payment
 - b. The Laclede medians plumbing was damaged. BPS should start repairs within the next month.
 - c. The new trees should've been planted. R. Coleman will provide a tree list so they could be watered.
 - d. No one has heard from the contractor installing the new litter barrels
 - e. No updates on the light repairs
6. **Project Report**
 - a. **Financial Reports:** Board reviewed the financial reports. J. Miner motioned to approve the financials; R. Kissel second. All in favor, motion approved.
7. **Open Board Seats** board reviewed the applications for new board members. Y. Scoggin noted a need for diversity, specifically the board needs more women. D. Anderson agreed but noted they should consider those who has shown interest in joining the board. D. Anderson motioned to approve Bradley Jones and Marc Dangerfield application to join the board; R. Kissel second. All in

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favor – motioned passed. J. Miner motioned to approved Scott Gilbert application to join the board;
D. Anderson second. All in favor – motioned passed.

8. **Meeting Adjourned:** Y. Scoggin motioned to adjourn; R. Kissel seconded. Meeting adjourned at 5:47 PM.

DRAFT

2022 COOPERATIVE AGREEMENT

By and Between

THE CENTRAL WEST END NEIGHBORHOOD SECURITY INITIATIVE AND SOUTHEAST SPECIAL BUSINESS DISTRICT

THIS COOPERATIVE AGREEMENT (this “*Agreement*”) is made and entered into as of the ____ day of _____, 20____, by and between the **SOUTHEAST 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 2022 is 10%.

See attached Exhibit B for a current list of participating SBDs and their respective contributions for 2022 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:

Southeast 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		

CWE Southeast SBD
Balance Sheet
As of April 30, 2022

	<u>Apr 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1072-1 · Bill.com Clearing	5,015.63
40900 · Cash	
10150 · Simmons Bank checking #2...	36,446.01
10155 · Simmons MMkt #8362	208,144.50
10160 · GSB - CWESE 8810	251,338.08
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Total 40900 · Cash	495,928.59
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Total Checking/Savings	500,944.22
	<hr/>
Total Current Assets	500,944.22
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TOTAL ASSETS	500,944.22
	<hr/> <hr/>
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	250,000.01
Retained Earnings	637,897.44
Net Income	-386,953.23
	<hr/>
Total Equity	500,944.22
	<hr/>
TOTAL LIABILITIES & EQUITY	500,944.22
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CWE Southeast SBD Profit & Loss Budget Performance

April 2022

	<u>Apr 22</u>	<u>Jan - Apr 22</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income				
41000 · Tax Revenue	0.00	435,888.33	560,000.00	560,000.00
42800 · Interest Income	56.86	1,200.64		
49900 · Lighting Project Reserves	0.00	0.00	0.00	514,982.00
Total Income	<u>56.86</u>	<u>437,088.97</u>	<u>560,000.00</u>	<u>1,074,982.00</u>
Gross Profit	56.86	437,088.97	560,000.00	1,074,982.00
Expense				
61000 · Administration				
61050 · Annual Award	0.00	0.00	0.00	50.00
61100 · Administration (PCDC)	4,935.00	9,870.00	9,870.00	19,740.00
61200 · Bank Charge	15.00	15.00	13.36	40.00
61300 · Insurance, Liability & D&O	0.00	0.00	0.00	2,600.00
61400 · Legal Fees	0.00	0.00	666.72	2,000.00
61600 · Postage and Shipping Expense	0.00	24.50	33.36	100.00
61755 · Contribution/Donations	0.00	0.00	7,000.00	7,000.00
61800 · Web Site	0.00	0.00	0.00	250.00
Total 61000 · Administration	<u>4,950.00</u>	<u>9,909.50</u>	<u>17,583.44</u>	<u>31,780.00</u>
62000 · Public Services				
62010 · ATBM-Street Cleaning	1,750.00	7,000.00	6,600.00	19,800.00
62015 · Beautification	0.00	0.00	7,077.36	21,232.00
Total 62000 · Public Services	<u>1,750.00</u>	<u>7,000.00</u>	<u>13,677.36</u>	<u>41,032.00</u>
68000 · Public Safety				
68200 · CWE Neighborhood Safety Ini.	0.00	16,750.00	14,570.00	43,710.00
68400 · National Night Out	0.00	0.00	0.00	1,000.00
68500 · Patrol	18,900.00	46,715.01	46,666.72	140,000.00
68600 · Security Camera	0.00	6,600.00	5,353.36	16,060.00
68700 · Security Signs	0.00	0.00	0.00	1,400.00
68900 · Lighting				
68901 · Installation	723,325.00	723,325.00		
68905 · Maintenance	0.00	7,995.32		
68900 · Lighting - Other	5,747.37	5,747.37	88,888.89	800,000.01
Total 68900 · Lighting	<u>729,072.37</u>	<u>737,067.69</u>	<u>88,888.89</u>	<u>800,000.01</u>
Total 68000 · Public Safety	<u>747,972.37</u>	<u>807,132.70</u>	<u>155,478.97</u>	<u>1,002,170.01</u>
Total Expense	<u>754,672.37</u>	<u>824,042.20</u>	<u>186,739.77</u>	<u>1,074,982.01</u>
Net Income	<u><u>-754,615.51</u></u>	<u><u>-386,953.23</u></u>	<u><u>373,260.23</u></u>	<u><u>-0.01</u></u>

CWE Southeast SBD Transaction List by Vendor

Type	Date	Num	April 2022 Memo	Split	Amount
ABNA Engineering, Inc.					
Bill	04/14/2022	21-6030-05	Laclede Ave-Lighting	68900 · Lighting	-5,747.37
AT Building Maintenance					
Bill	04/04/2022	1347	Street Cleaning	62010 · ATBM-Street Cleaning	-1,750.00
Park Central Development Corporation					
Bill	04/15/2022	2022-04-15	PCD contract with CWE SE SBD for 2021-2023. Qtrly pmt of \$4,935	61100 · Administration (PCDC)	-4,935.00
The City's Finest LLC					
Bill	04/01/2022	INV-4557	Patrols	68500 · Patrol	-2,900.00
Bill	04/01/2022	INV-4622	Patrols	68500 · Patrol	-8,620.00
Bill	04/05/2022	INV-4589	Patrols	68500 · Patrol	-7,380.00
Treasurer, City of St. Louis					
Bill	04/27/2022	CWESE-PedLight	Pedestrian Lighting on Laclede between T:	68901 · Installation	-723,325.00

Bills Paid In april 2022	-754,657.37
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