

**Central West End SouthEast  
Special Business District**

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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 21, 2019 at 4:30 p.m.  
at 4512 Manchester Ave #100  
St. Louis, MO 63110**

**NOTICE & PROPOSED AGENDA**

**TAKE NOTICE** that on May 21, 2019 at 4:30 p.m. at 4512 Manchester Ave #100, St. Louis, MO 63110, the Central West End 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 Safety
  - a. The City's Finest, Charles Betts
  - b. Neighborhood Security Initiative, Jim Whyte
4. Neighborhood Stabilization
  - a. City of St. Louis, Ron Coleman
5. Approval of Meeting Minutes
6. Project Reports:
  - a. Financial Reports
7. Renewal of CWE Southeast SBD Update
8. 4400 Laclede Lighting
9. Public Comments & Questions (5-minute limit per speaker)
10. Other Business

**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: 5-17-19**

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

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

**Central West End SouthEast  
Special Business District**

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cwesoutheastssbd.com

Central West End Southeast Board of Commissioners Meeting  
April 16<sup>th</sup>, 2019 at 4:30pm  
At 4512 Manchester, St. Louis, MO 63110

**Board Members in Attendance:** Marshall Michener, Yusef Scoggin, Jeff Miner

**Board members not in Attendance:** Tiffany Small-Boyd, Dennis Overton

**Others in attendance:** Ashley Johnson, Annette Pendilton(Park Central Development Corp), Jim Whyte (Central West End Neighborhood Security Initiative), Ron Coleman (City of St. Louis), Rob Betts (The City's Finest) Jeff Hood (WUMRC)

**1. Call to order**

Meeting called the to order at 4:40 pm.

**2. Chair's Report & Announcement of the Order of Business:** None

**3. Public Comments:** None

**4. Public Safety**

**a. NSI - Update**

Crime statistics as through March 2019. Total crime is up 7.6% , total person crime is the same as last year and total property crime is up 8.8%.

J. Whyte updated that the are working to get the Cool Fire app for the officers to track business checks, building checks, neighborhood order of protections and arrests. Will also get an app for residence to use.

R. Betts stated that due to the change in the weather, they will start to saturate the district with officers. They will be putting cameras in the ATV's.

R. Betts presented the new TCF contract to the commissioners. One copy is redlined to show changes.

**5. A. Johnson added that there has been discussion to ask if maybe the meeting time needed to be changed to get better attendance. Park Central will send out an email to commissioners asking if 5:00 or 5:30 will be a better time for meetings.**

**6. Neighborhood Stabilization:**

R. Coleman reported the following:

- Alderman Roddy's budget meeting will be on Friday and he has \$400,000 to allocate for the ward.
- Street Commissioner has a supplier to go out to Laclede Avenue to assess the block and hope to be installing the LED lights with the current pedestrian light globes this week or next week. The city of St. Louis identified the blocks in the SBD that needed attention to

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street/pedestrian lighting. The priority for fixing the lights in the district are 1) blocks with no lights 2) replace lights that are not working 3) lights to be upgraded.

- The paving on West Pine between Sarah and Vandeventer has started.

**7. Approval of March Meeting Minutes**

M. Michener motioned to approve March 19, 2019 meeting minutes. Second by J. Miner. Motion passes.

**8. Project Reports:**

**a. Financial Reports**

A. Pendilton gave the update on financials. There needs to be a meeting to identify how to utilize funds received for pedestrian lighting and other projects.

**8. Renewal of CWE Southeast SBD**

A. Johnson updated that it's still on track and should be introduced on April 26. Will reach out to lawyers to get an exact date so that we can send out communications to the residents. Suggestion was made to look at other SBD's and identify what they did to get a successful outcome. Also email the residents that had signed up for the CID and inform them of how important it is for them to vote for the new SBD.

**9. 4400 Laclede Lighting**

A. Johnson stated that she notified the city to proceed with the cobra lighting and the SBD will look into how to fund a lighting project. Included in the board packet is invoicing from the last lighting project to help estimate costs for upcoming projects.

**10. Public Comments & Questions**

**11. Other:**

Meeting adjourned at 5:45 pm.

**CWE Southeast SBD**  
**Balance Sheet**  
As of April 30, 2019

	<u>Apr 30, 19</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>40900 · Cash</b>	
10150 · Reliance Bank checking #2910	20,768.17
10155 · Reliance MMkt #8362	314,877.94
<b>Total 40900 · Cash</b>	<u>335,646.11</u>
<b>Total Checking/Savings</b>	<u>335,646.11</u>
<b>Total Current Assets</b>	<u>335,646.11</u>
<b>TOTAL ASSETS</b>	<u><u>335,646.11</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
Retained Earnings	141,018.72
Net Income	194,627.39
<b>Total Equity</b>	<u>335,646.11</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>335,646.11</u></u>

**CWE Southeast SBD**  
**Profit & Loss Budget Performance**  
April 2019

	<u>Apr 19</u>	<u>Budget</u>	<u>Jan - Apr 19</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>					
41106 - Less Contingency	0.00	(524.92)	0.00	(2,099.64)	(6,299.00)
41107 - Less Unpaid Assessments	0.00	(265.67)	0.00	(1,062.64)	(3,188.00)
41000 · Tax Revenue	259,522.22	0.00	259,522.22	244,920.00	255,000.00
42800 · Interest Income	50.41	12.50	296.73	50.00	150.00
<b>Total Income</b>	<u>259,572.63</u>	<u>(778.09)</u>	<u>259,818.95</u>	<u>241,807.72</u>	<u>245,663.00</u>
<b>Gross Profit</b>	259,572.63	(778.09)	259,818.95	241,807.72	245,663.00
<b>Expense</b>					
Miscellaneous Expense	0.00		143.84		
<b>61000 · Administration</b>					
61050 · Annual Award	0.00	0.00	0.00	50.00	50.00
61100 · Administration (PCDC)	0.00	3,967.00	3,873.75	7,934.00	15,868.00
61200 · Bank Charge	0.00	3.33	2.00	13.32	40.00
61300 · Insurance, Liability & D&O	0.00	108.37	0.00	433.36	1,300.00
61400 · Legal Fees	0.00		8,777.00		
61600 · Postage and Shipping Expense	377.68	8.33	972.47	33.32	100.00
61800 · Web Site	0.00	8.33	0.00	33.32	100.00
<b>Total 61000 · Administration</b>	<u>377.68</u>	<u>4,095.36</u>	<u>13,625.22</u>	<u>8,497.32</u>	<u>17,458.00</u>
<b>68000 · Public Safety</b>					
68200 · CWE Neighborhood Safety Ini.	9,881.25	9,106.25	19,762.50	18,212.50	36,425.00
68400 · National Night Out	0.00	0.00	0.00	0.00	1,000.00
68500 · Patrol	0.00	11,666.67	22,330.00	46,666.64	140,000.00
68600 · Security Camera	0.00	1,295.00	7,770.00	5,180.00	15,540.00
68700 · Security Signs	0.00	116.67	0.00	466.64	1,400.00
68900 · Lighting	0.00		1,560.00		
69000 · Rest Funds, Infrastructure	0.00	2,820.00	0.00	11,280.00	33,840.00
<b>Total 68000 · Public Safety</b>	<u>9,881.25</u>	<u>25,004.59</u>	<u>51,422.50</u>	<u>81,805.78</u>	<u>228,205.00</u>
<b>Total Expense</b>	<u>10,258.93</u>	<u>29,099.95</u>	<u>65,191.56</u>	<u>90,303.10</u>	<u>245,663.00</u>
<b>Net Income</b>	<u><u>249,313.70</u></u>	<u><u>(29,878.04)</u></u>	<u><u>194,627.39</u></u>	<u><u>151,504.62</u></u>	<u><u>0.00</u></u>

## 2019 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 2019 is 15.5%.

See attached Exhibit B for a current list of participating SBDs and their respective contributions for 2019 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 images 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

### **2019 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. Monthly report of supplemental patrol productivity provided at monthly board meeting.
9. 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.

**EXHIBIT B**

**ANNUAL FUNDING CONTRIBUTION**

<b>Funding Stream</b>	<b>2019 Pledge</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
CWE North	\$70,215.00	\$17,553.75	\$17,553.75	\$17,553.75	\$17,553.75
CWE South	\$24,645.00	\$6,161.25	\$6,161.25	\$6,161.25	\$6,161.25
CWE Southeast	\$39,525.00	\$9,881.25	\$9,881.25	\$9,881.25	\$9,881.25
Westminster-Lake	\$11,000.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00
Washington Place	\$6,355.00	\$1,588.75	\$1,588.75	\$1,588.75	\$1,588.75
Waterman	\$5,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
North CID	\$5,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
Euclid South CID	\$5,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
FPSE	\$30,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
Grove CID	\$30,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
DeBaliviere Place	\$47,895.00	\$11,973.75	\$11,973.75	\$11,973.75	\$11,973.75
WUMC	\$120,000.00				
<b>Total Pledges</b>	<b>\$394,635.00</b>				
<b>2019 Budget</b>	<b>388,117.38</b>				

**CAMERA PROJECT MAINTENANCE AND ONGOING EXPENSES**

**2019 CWE Camera Budget**

Spectrum	\$30,000.00	(25 sites) \$100 per site monthly
Genetec SMA	\$5,400.00	Software Maintenance Agreement
Insurance	\$6,000.00	
Service	\$11,300.00	\$117 per hour, 8 hours per month Network Video Recorder
Hardware Replacement	\$25,000.00	replacement
<b>Total</b>	<b>\$77,700.00</b>	

**2019 Contribution**

		<b>January 31st</b>	<b>May 31st</b>
North SBD 47%	\$36,519.00	\$18,259.50	\$9,129.75
South 20%	\$15,540.00		
South SBD (25%)	\$3,885.00	\$1,942.50	\$971.25
Euclid South CID (75%)	\$11,655.00	\$5,827.50	\$2,913.75
Southeast SBD 20%	\$15,540.00	\$7,770.00	\$3,885.00
WP/WL/WTRL SBD 13%	\$10,101.00		
Washington Place	\$3,367.00	\$1,683.50	\$841.75
Westminster Lake	\$3,367.00	\$1,683.50	\$841.75
Waterman Lake	\$3,367.00	\$1,683.50	\$841.75
<b>Total</b>	<b>\$77,700.00</b>		



## **2019 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 \_\_\_\_\_, 2019 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 special police for the protection and enjoyment of the property owners and general public within the SBD; and

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

WHEREAS, the 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 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 for the patrol and protection of the SBD at various dates and times to be determined by the CONTRACTOR. 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 SLMPD;
  - e. Requests from the representative of the SBD designated in writing by the SBD to the Contractor (hereinafter the "the SBD Representative"); and
  - f. 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 November 1<sup>st</sup> 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 November 15th of the preceding year. The CONTRACTOR is expected to follow the NSI approved month-to-month budget allocations during the schedule creation and throughout the course of each month. Any scheduled budget overages exceeding 7% of the month's NSI approved budget allocation must have written approval by the NSI prior to scheduling.

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 end of 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 with the updated budget tracker on the 10th of each month.
4. Schedule. The CONTRACTOR will construct quarterly security schedules for the SBD in accordance with the allocated monthly budgets and any NSI approved overages. Quarterly schedules will be submitted to the NSI for their approval on or before February 15th, May 15th, August 15th, and November 25th. The CONTRACTOR reserves the right to modify the scheduled date, start time, end time, or duration of shift(s); however, the CONTRACTOR will obtain approval of the NSI prior to the shift being worked. Officers are expected to work their scheduled shifts at the scheduled start time and the CONTRACTOR will document the reasoning why a start time was modified if the start time exceeds one-hour from the originally scheduled start time.
5. 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. Make every attempt to start and end their shift as scheduled.
  - b. Conduct patrols of the SBD via foot or the CONTRACTOR's owned or leased mountain bikes, all-terrain vehicles, or automobiles.
  - c. Carry CONTRACTOR's Global Positioning Devices (hereafter referred to as "GPS").
  - d. Carry NSI's handheld device containing the NSI Smartphone Application and properly use the NSI Application during the shift.
  - e. During patrols guard 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 and the CONTRACTOR will not be held liable by any means for such incidents when

they occur.

- f. Effect arrests and complete SLMPD reports when deemed necessary by SLMPD Policy and Procedures in effect at the time.
  - g. Electronically report their daily activities, unusual incidents, or hazardous conditions promptly to the CONTRACTOR via the CONTRACTOR's proprietary online Data Management System (hereafter referred to as "DMS").
  - h. Coordinates the duties it performs hereunder with the SLMPD from time to time as necessary or appropriate.
  - i. Attend legal proceedings as deemed necessary by order of the courts.
6. Access to DMS. CONTRACTOR shall grant persons designated in writing by the SBD Representative access to the DMS for purposes of viewing nightly reports and a variety of other functions specific to the DMS.
  7. Access to GPS. CONTRACTOR shall grant a designated representative from the NSI access to the CONTRACTOR's global position system via individual login credentials. For the safety of the CONTRACTOR's Police Officers, use of the system is restricted to members of the NSI staff. The CONTRACTOR reserves the right to restrict access to the system if any misuse by the NSI is identified by 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 protection 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, all while in strict conformity with the best practices and such standards as may be prescribed by CONTRACTOR from time to time. 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.
  11. Invoice and Payment. CONTRACTOR shall furnish the SBD with detailed invoices on the 15<sup>th</sup> and last day of each month. Such invoices are payable to CONTRACTOR by the 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).

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

- a. SIXTY-TWO DOLLARS AND FIFTY CENTS (\$62.50) per hour per Officer (based on a four-hour shift).
- b. SIXTY-TWO DOLLARS AND FIFTY CENTS (\$62.50) 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 the SBD by CONTRACTOR.
- c. In the event an Officer working for the SBD by CONTRACTOR makes an arrest or is involved in an incident which causes Officer to work past regularly scheduled hours, the SBD will be charged SIXTY-TWO DOLLARS AND FIFTY CENTS (\$62.50) 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 the SBD by CONTRACTOR the SBD will be charged SIXTY-TWO DOLLARS AND FIFTY CENTS (\$62.50) per hour for said court time.
- e. Holiday Rates – The following days will be billed at NINETY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$93.75) per hour:
  - Memorial Day
  - Independence Day
  - 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, and to the Policies and Procedures of the SLMPD 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 April 1, 2019 to December 31, 2021.
  - 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 BUSINESS DISTRICT:

Address: 447 North Euclid  
St. Louis, MO 63108  
Attn.: Jim Whyte  
Facsimile: 314.361.0496

b. THE CITY'S FINEST, LLC

Address: 7340 Coronado Avenue  
St. Louis, Missouri 63116  
Attn.: Charles R. Betts, Jr.  
Owner

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 22<sup>nd</sup> 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 BUSINESS DISTRICT

By: \_\_\_\_\_

Date: \_\_\_\_\_

THE CITY'S FINEST, LLC

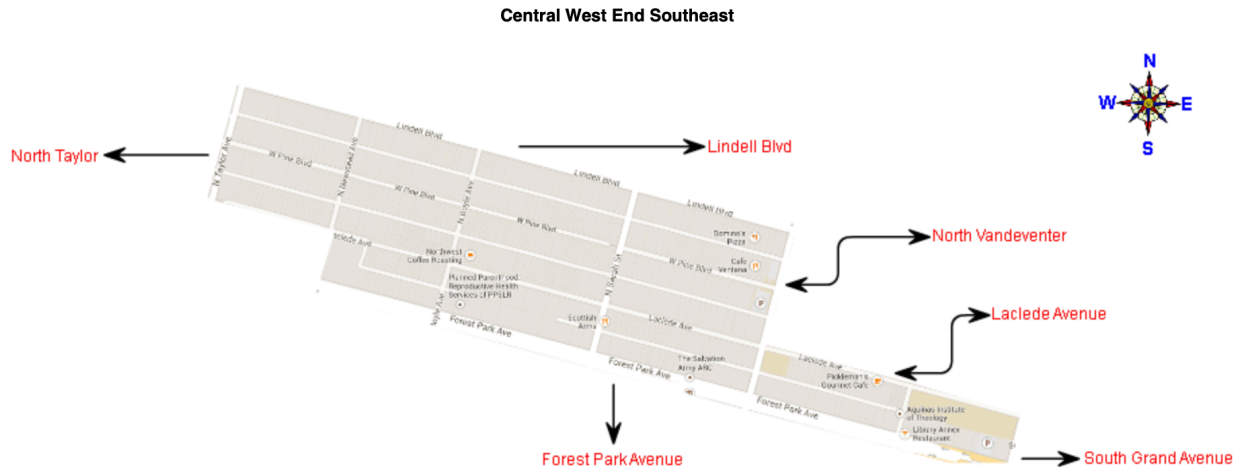
By: \_\_\_\_\_

Charles R. Betts, Jr., Owner

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 selfinsured 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](mailto: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