

**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
September 21st, 2021 at 5:00 p.m.
Via Zoom**

Please Note: Due to Covid-19, the Board of Commissioners meeting will be held via Zoom at <https://zoom.us/j/88099822615> (Meeting ID: 880 9982 2615) or call by phone at 1-312-626-6799.

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on September 21st, 2021 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
 - b. The City's Finest, Rob Betts
6. Neighborhood Improvement
 - a. City of St. Louis, Ron Coleman
 - b. National Night Out Events
7. Project Reports
 - a. Financial Reports
 - i. Tax Rate Pro Forma
 - ii. 2022 Budget
 - b. Insurance- Cyber Coverage
 - c. 5-year Plan
 - i. Median Landscaping Contract
 - ii. Litter Pickup Contract
 - iii. Sidewalk Audit
8. 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: 9/17/2021
Time: 5:00 PM**

• Central West End Southeast Special Business District •

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

**Central West End SouthEast
Special Business District**

c/o Park Central Development Corporation
4512 Manchester Avenue, Suite 100
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cwesoutheastsbd.com

Central West End Southeast Board of Commissioners Meeting
August 17th, 2021 at 5:00pm
Via Zoom

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

Board members not in Attendance: N/A

Others in attendance: Alayna Graham (Park Central Development), Ron Coleman (City of St. Louis), Jim Whyte (NSI), Rob Betts (TCF), Frank Eppert (ABNA), Kimberly Smith-Drake (Washington University), Dave Van Bakergem, Diana Gualdoni (CWE Southeast Residents)

1. **Call to order**
 - a. Y. Scoggin called the meeting to order at 5:03 pm.
2. **Chair's Report & Announcement of the Order of Business:** Y. Scoggin called for introductions.
3. **Public Comments:** None.
4. **Approval of June Meeting Minutes**
 - a. R. Kissel motioned to approve the August 17th, 2021 meeting minutes with the corrections. Seconded by J. Miner. All in favor—Motion approved.
5. **Lighting Project**
 - a. **Comments from Neighbors-** Dave Van Bakergem presented a proposal to add fiber internet while the contractor is putting in conduits for lighting. There was some discussion between F. Eppert and D. Van Bakergem. The Commissioners asked questions about the process. D Van Bakergem said if there is interest from the Board, he will get with his contact at Next Level to discuss details and come up with a finalized proposal.
 - i. A. Graham mentioned the emails in the packet, which consisted of comments from both the public and the city.
 - ii. R. Coleman asked if there was truly a noticeable gap in the spacing of the poles. F. Eppert responded that it won't be very noticeable and explained the reason for the variances. The commissioners agreed that the varied distances work better holistically.
 - iii. F. Eppert commented that if the new lights were placed where the old lights are, all the old lights would have to be removed before construction, leaving the block without any light for some time.
 - b. **Comments from City-** F. Eppert went through the comments from BPS. He stated there were only a few comments.

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6. Public Safety

- a. **NSI Update-** J. Whyte gave his update to the Board.
 - 1. There was a 36.3% decrease in Total Person Crime and 17.8% decrease in Total Property Crime.
 - 2. NSI will be launching an outreach program.
 - 3. NSI will be partnering with the North SBD to purchase a mobile camera.
- b. **TCF Update-** J. Whyte went through the budget vs. actual for patrols. The SBD is almost \$15,000 under budget for the year.

7. Neighborhood Improvement- R. Coleman gave updates for the Board of Commissioners.

- a. R. Coleman mentioned there is a SkyCop mobile camera by the Boomerang building.
- b. National Night Out is October 5th for St. Louis this year.
 - i. Y. Scoggin mentioned in the past, they have sponsored up to \$500 to neighborhood organizations. He would like to continue that sponsorship with R. Coleman coordinating with the neighborhood organizations.

8. Project Reports:

- a. **Financial Reports:** A. Graham presented the financial reports.
 - i. There were no questions or comments on the financials.
- b. **5-Year Planning**
 - i. Median Landscaping- A. Graham presented the two proposals for landscaping.
 - 1. D. Gualdoni stated that there would be an additional cost than what they had anticipated, but both proposals look great.
 - 2. J. Miner motioned to approve the additional cost (~\$3,000 extra per year). M. Michener seconded the motion. All in favor, motion approved.
 - 3. D. Anderson motioned to approve Pretty City based on the recommendation from D. Gualdoni. J. Miner seconded the motion. All in favor, motion approved.
 - ii. Trash and Litter Pickup- A. Graham presented the proposal from ATBM for litter pick up services for \$825 per occasion. M. Michener motioned to approve the proposal. D. Anderson seconded the motion. All in favor, motion approved.
 - iii. Sidewalk Audit- A. Graham discussed the sidewalk audit and procedure. Y. Scoggin asked for a Doodle Poll to come up with a time.
 - iv. 5-Year Planning- Due to time, A. Graham suggested moving 5-year planning to another meeting. D. Anderson suggested having a separate meeting to do the planning. A. Graham stated she could send out a Doodle Poll for that as well.
 - v. NSI Outreach program- J. Miner motioned to support the NSI Outreach program as presented. D. Anderson seconded the motion. All in favor, motion approved.

9. Other

- a. **None.**

10. Meeting Adjourned: The meeting was adjourned at 6:26 pm.

CWE Southeast SBD
Balance Sheet
As of August 31, 2021

	<u>Aug 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1072-1 · Bill.com Clearing	5,015.63
40900 · Cash	
10150 · Simmons Bank checking #2...	21,250.43
10155 · Simmons MMkt #8362	507,796.85
10160 · GSB - CWESE 8810	450,332.23
	<hr/>
Total 40900 · Cash	979,379.51
	<hr/>
Total Checking/Savings	984,395.14
	<hr/>
Total Current Assets	984,395.14
	<hr/>
TOTAL ASSETS	984,395.14
	<hr/> <hr/>
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	250,000.01
Retained Earnings	339,955.56
Net Income	394,439.57
	<hr/>
Total Equity	984,395.14
	<hr/>
TOTAL LIABILITIES & EQUITY	984,395.14
	<hr/> <hr/>

CWE Southeast SBD Profit & Loss Budget Performance August 2021

	<u>Aug 21</u>	<u>Jan - Aug 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income				
41000 · Tax Revenue	0.00	788,624.88	560,000.00	560,000.00
42800 · Interest Income	42.83	570.75		
Total Income	<u>42.83</u>	<u>789,195.63</u>	<u>560,000.00</u>	<u>560,000.00</u>
Gross Profit	42.83	789,195.63	560,000.00	560,000.00
Expense				
Miscellaneous Expense	0.00	200,000.00		
61000 · Administration				
61050 · Annual Award	0.00	0.00	50.00	50.00
61100 · Administration (PCDC)	0.00	14,805.00	14,805.00	19,740.00
61200 · Bank Charge	0.00	11.30	26.68	40.00
61300 · Insurance, Liability & D&O	0.00	0.00	0.00	1,300.00
61400 · Legal Fees	0.00	1,118.50	1,333.36	2,000.00
61600 · Postage and Shipping Expense	0.00	0.00	66.68	100.00
61755 · Contribution/Donations	7,000.00	7,000.00		
61800 · Web Site	0.00	212.56	0.00	100.00
Total 61000 · Administration	<u>7,000.00</u>	<u>23,147.36</u>	<u>16,281.72</u>	<u>23,330.00</u>
68000 · Public Safety				
68100 · Parklet	0.00	19,550.00		
68200 · CWE Neighborhood Safety Ini.	0.00	43,800.00	32,782.50	43,710.00
68400 · National Night Out	0.00	0.00	0.00	1,000.00
68500 · Patrol	8,640.63	77,046.30	93,333.36	140,000.00
68600 · Security Camera	0.00	16,060.00	10,706.68	16,060.00
68700 · Security Signs	0.00	0.00	933.36	1,400.00
68800 · Program/Project TBD	0.00	0.00	56,666.68	85,000.00
68900 · Lighting				
68902 · Lighting Engineer	6,511.80	15,152.40		
68905 · Maintenance	0.00	0.00	10,000.00	15,000.00
68900 · Lighting - Other	0.00	0.00	234,000.00	234,000.00
Total 68900 · Lighting	<u>6,511.80</u>	<u>15,152.40</u>	<u>244,000.00</u>	<u>249,000.00</u>
Total 68000 · Public Safety	<u>15,152.43</u>	<u>171,608.70</u>	<u>438,422.58</u>	<u>536,170.00</u>
Total Expense	<u>22,152.43</u>	<u>394,756.06</u>	<u>454,704.30</u>	<u>559,500.00</u>
Net Income	<u><u>-22,109.60</u></u>	<u><u>394,439.57</u></u>	<u><u>105,295.70</u></u>	<u><u>500.00</u></u>

CWE Southeast SBD
Transaction List by Vendor
August 2021

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
ABNA Engineering, Inc.				
Bill	08/18/2021	3	Laclede Ave-Lighting	-6,511.80
CWE Neighborhood Security Initiative..				
Bill	08/24/2021	3275	Inv 3275 Outreach Contributor	-7,000.00
The City's Finest LLC				
Bill Pmt -Check	08/06/2021	INV-3244	Inv 3244	-4,375.00
Bill Pmt -Check	08/20/2021	INV-3273	Inv 3273	-4,265.63
			Bills Paid in Aug 2021	-22,152.43



NICOLE GALLOWAY, CPA
Missouri State Auditor

MEMORANDUM

September 07, 2021

TO: 15-115-0016 Central West End Southeast SBD

RE: Setting of 2021 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2021 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page.**
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached pro forma calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2021 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2020 calculation for this change. The revised 2020 tax rate ceiling is listed on the 2021 Summary Page, Line A. A copy of the revised 2020 calculation is available on your menu screen; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)



Summary Page

(2021)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision, Political Subdivision Code, Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page.

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description (A through BB) and Value (e.g., 0.8500, 0.000)

Certification

I, the undersigned, Treasurer (Office) of Central Westend Southeast SBD (Political Subdivision) levying a rate in St. Louis (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Signature line with fields for Date, Signature, Print Name, and Telephone

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Signature line for County Clerk with fields for Date, County Clerk's Signature, County, and Telephone



Form A

(2021)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Central West End Southeast SBD 15-115-0016 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2021) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) 73,869,180 (Real Estate) + (b) 0 (Personal Property) = 73,869,180 (Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) 3,363,810 (Real Estate) + (b) 0 (Personal Property) = 3,363,810 (Total)
Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
If Line 2b is negative, enter zero

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

70,505,370

5. (2020) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) 70,472,040 (Real Estate) + (b) 0 (Personal Property) = 70,472,040 (Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a) 0 (Real Estate) + (b) 0 (Personal Property) = 0 (Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

70,472,040



Form A

(2021)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Central West End Southeast SBD	15-115-0016	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	0.0473%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	1.4000%
11. Adjusted prior year assessed valuation (Line 8)	70,472,040
12. (2020) Tax rate ceiling from prior year (Summary Page, Line A)	0.8500
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	599,012
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	0.0473%
15. Additional revenue permitted (Line 13 x Line 14)	283
16. Total revenue permitted in current year * from property that existed in both years (Line 13 + Line 15)	599,295
17. Adjusted current year assessed valuation (Line 4)	70,505,370
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	0.8500

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Informational Data

(2021)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Central West End Southeast SBD	15-115-0016	General Revenue
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
- Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.8500
B. Current year rate computed (Informational Form A, Line 18 below)	0.8500
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.8500
E. Maximum authorized levy most recent voter approved rate	0.8500
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.8500

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	0.0473%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	1.4000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	70,472,040
12. (2020) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.8500
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	599,012
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.0473%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	283
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	599,295
17. Adjusted current year assessed valuation (Form A, Line 4)	70,505,370
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.8500

Informational Form B

6. Prior year tax rate ceiling to apply voter approved increase to (Informational Summary Page, Line A if increase to an existing rate, otherwise 0)	
7. Voter approved increased tax rate to adjust (If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)	

CWE Southeast SBD
Profit & Loss Budget Performance
January through December 2021

	Actual Jan - Aug 2021	Expected Exp Sep-Dec	Actual Jan - Dec 2020	2021 Annual Budget	2022 Annual Budget
Income					
41000 - Tax Revenue	588,624.88		599,621.26	560,000.00	560,000.00
42800 - Interest Income	527.92		1,312.45		
Total Income	589,152.80		600,933.71	560,000.00	560,000.00
Gross Profit	589,152.80		600,933.71	560,000.00	560,000.00
Expense					
Miscellaneous Expense	200,000.00		259,250.00		
61000 - Administration					
61050 - Annual Award	0.00			50.00	50.00
61100 - Administration (PCDC)	14,805.00	4,935.00	15,868.00	19,740.00	19,740.00
61200 - Bank Charge	11.30			40.00	40.00
61300 - Insurance, Liability & D&O	0.00	2,600.00	2,576.00	1,300.00	2,600.00
61400 - Legal Fees	1,118.50		623.00	2,000.00	2,000.00
61600 - Postage and Shipping Expense	0.00			100.00	100.00
61750*Kindness Meals			5,070.00		
61755*Contributions/Donations	7,000.00			7,000.00	7,000.00
61800 - Web Site	212.56		161.57	100.00	250.00
Total 61000 - Administration	23,147.36	7,535.00	24,298.57	23,330.00	31,780.00
68000 - Public Safety					
68100 - Parklet	19,550.00				
68200 - CWE Neighborhood Safety Ini.	43,800.00		47,367.00	43,710.00	43,710.00
68400 - National Night Out	0.00			1,000.00	1,000.00
68500 - Patrol	77,046.30	62,953.70	113,734.44	140,000.00	140,000.00
68600 - Security Camera	16,060.00	24,351.00	7,842.00	16,060.00	16,060.00
68700 - Security Signs	0.00			1,400.00	1,400.00
68800 - Program/Project TBD	0.00			85,000.00	0.00 ??
68900 - Lighting					
68905 - Maintenance	0.00			15,000.00	0.00 ??
68902 - Lighting Engineering	15,152.40	20,980.60		234,000.00	0.00
Total 68900 - Lighting	15,152.40	20,980.60	0.00	249,000.00	0.00
Total 68000 - Public Safety	171,608.70	108,285.30	168,943.44	536,170.00	202,170.00
Total Expense	394,756.06	115,820.30	452,492.01	559,500.00	233,950.00
Net Income	194,396.74	-115,820.30	148,441.70	500.00	326,050.00

Balance Sheet	
Bal as of 8/31/21	
Simmons 2910	21,250.43
Simmons 8362	507,754.02
GSB	450,332.23
	979,336.68
Est exp by 12/31/2021	-115,820.30
Est. Cash Bal by 12/31/2021	863,516.38

Cameras for New Market Hardware. Not sure when the installation will start

Lighting Engineering contract



Missouri Public Entity Risk Management Fund
P.O. Box 7110
Jefferson City, Missouri 65102-7110
Main Line: 888-566-7376 Fax Line: 573-751-8276
Web Site: www.moperm.com

IMPORTANT COVERAGE NOTICE

MOPERM has offered cyber & information breach liability coverage to its members with liability coverage since January 1, 2017. The terms and conditions of this coverage have been governed by arrangements MOPERM made with commercial carriers that have substantial expertise in this area, and MOPERM's buying power as a pool has made it possible for it to obtain coverage for all members at reasonable rates.

The cyber marketplace has changed significantly since 2017, with public entities being viewed as particularly vulnerable to cyber-attacks, information breaches, and ransomware demands. While coverage is still available to public entities individually, cyber coverage is no longer available to public entity pools such as MOPERM.

MOPERM has been advised of the following:

- 1) The current carrier will not offer renewal of the cyber & information breach liability policy that previously protected all MOPERM members.
- 2) There are no other carriers willing to offer coverage for pool members on a group basis.

In light of these developments, we are notifying all members that cyber & information breach coverage will expire at the end of their current policy terms (either January 1, 2022; April 1, 2022; July 1, 2022; or October 1, 2022, as is applicable to your specific public entity.)

We encourage each member to work with their IT consultants and local agents to determine their level of vulnerability to attack and to seek appropriate coverage.

Respectfully,

Brenda Gibson, CIC, CISR, AU
Underwriting Manager

E-mail address:

Accounting@moperm.com • Administration@moperm.com • Claims@moperm.com
LossControl@moperm.com • MemberServices@moperm.com • Underwriting@moperm.com



Pretty City Gardens and Landscapes LLC

4930 Delor St Saint Louis, MO 63109

Garden Design, Installation & Maintenance Contract for: CWE Southeast Special Business District (c/o Alayna Graham and DianaGualdoni)

General:

All work to be performed within the boundaries of the CWE Southeast Special Business District, specifically the median planters along Forest Park Ave at Newstead, Boyle, and Sarah, at times during the ordinary course of business and without significant disruption to residents, pedestrians, drivers, or passengers in the immediately surrounding areas. Contractor shall perform the services in a professional and workmanlike manner and as an independent contractor to Client. Contractor will provide the necessary supplies, materials, and equipment for the proper performance of the services.

Description, Frequency, and Cost of Services:

Description, frequency, and estimated cost of services can be found in the Design, Installation & Maintenance Schedule attached to this document.

Payment for Services:

Services will be invoiced immediately following completion of each maintenance visit or project. Payment will be due within 30 days of receipt of invoice. Late payments will be charged a 2% late penalty monthly assessed from the time payment is due until paid in full. Any amount beyond 120 days past due will force collections and the Client will be held responsible for any legal fees or other costs incurred in attempts to collect the debt.

Contract Terms:

This contract shall take effect upon the last date of signature on the contract. Either the Client or Contractor may cancel the contract for any reason with a 30-day written notice. If at any time during the contract a payment becomes more than 60 days past due, Contractor may terminate the contract for services 7 days after written notice is delivered to Client. Contractor may not assign this contract without the prior written consent of Client. This contract shall not be amended, altered, changed or modified except by a written agreement signed by the parties hereto.

Insurance and Liability:

Contractor agrees to maintain proper licenses as required by the State of Missouri or any other applicable governmental authority and insurance coverages sufficient to cover the services performed, including Comprehensive General Liability Insurance, Workers' Compensation Insurance and Umbrella Insurance. Client will not be held responsible or liable, and Contractor shall indemnify, defend, and hold harmless Client, for any personal injury or damage, and claims, costs, liabilities, and expenses (including reasonable attorneys' fees) relating thereto, caused by the actions or omissions of Contractors and its employees, contractors, or agents.

Pretty City Gardens and Landscapes, LLC (Contractor)

Signed: _____ Date: _____

CWE Southeast Special Business District (Client):

Signed: _____ Date: _____



Pretty City Gardens and Landscapes LLC

4930 Delor St Saint Louis, MO 63109

Design, Installation & Maintenance Schedule + Cost Proposal for: CWE Southeast SBD - c/o Alayna Graham

Year 1 - Design Phase (Fall 2021): Design for all five planters will be completed before the end of Contractor’s fiscal year (December 31st, 2021). Design documents will be shared with the Client upon completion for their review and approval.

Years 1, 2, and 3 - Installation Phase (beginning Fall 2021): Contractor will begin to prepare beds for planting in Fall 2021 by removing existing vegetation and amending soils as needed. Assuming approval of the designs completed in Fall 2021, Contractor will begin to install the gardens in the Spring of 2022 with the bulk of planting to take place in Spring and/or Fall 2022 as plant availability allows. New garden spaces will be mulched. (Note: adjustments in plant selection and installation timing will be dictated by plant availability from vendors but will still hone to the general plant selection parameters – any possible plant substitutions will be discussed with CWE Special Business District prior to installation.)

Years 1, 2, and 3 - Maintenance Phase (beginning Spring 2022 – late November 2024): General garden maintenance services including weeding, pruning, mulching, pesticide/fertilizer applications as necessary, address plant health issues/specific concerns, etc. Services to be provided every three weeks from the installation of the median planters until late November 2024 (approx. 12 visits/year). Plant assessments will be made monthly as needed and once annually in August each year by Contractor’s staff to account for any necessary replacement plants. Replacements will annually be added in Fall as needed. Plant warranty: 6mo/50% on shrubs + trees. 30 day warranty on perennials.

Estimated Cost Proposal

TOTAL PROPOSED COSTS FOR THE DESIGN PHASE:..... = \$825

TOTAL PROPOSED COSTS FOR THE INSTALLATION PHASE:..... = \$12,128

TOTAL THREE YEAR COST OF THE MAINTENANCE PHASE:..... = \$24,837

[Maintenance Phase Costs Explained: Spring mulching cost: \$1655 x 3 years = \$4965

Spring – Winter Tri-weekly Maintenance cost (12 visits/year from mid-April through

late November @ 8 hours/visit): \$552/visit x 12 visits/year x 3 years = \$19872]

TOTAL PROPOSAL COST – All Phases:_____ = \$37,790

CWE SOUTHEAST
Special Business
District

Grounds Keeping Agreement

THIS GROUNDS KEEPING AGREEMENT (“Agreement”) made and entered into this _____, 2021 (“Effective Date”), by and between A T BUILDING MAINTENANCE (hereinafter “ATBM”) and CWE Southeast Special Business District (hereinafter “OWNER/AGENT”).

WHEREAS OWNER/AGENT desires to employ ATBM as an independent contractor to perform certain grounds keeping and grounds maintenance services and ATBM agrees to perform such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement and any exhibits attached hereto. The Contract Documents constitute the entire agreement between the parties and supersede any and all prior oral or written agreements, negotiations, understandings or letters of intent. In the event of any conflicting terms or conditions among the various documents constituting this Agreement, the terms and conditions of this Agreement shall control and prevail.
2. SERVICES. ATBM agrees to perform the services described in detail in Exhibit A, attached hereto and made a part hereof by reference, in accordance with the quality standards of cleanliness and appearance. Under this Agreement, ATBM agrees to perform the following duties:
 - a. ATBM will furnish, manage and direct all personnel in the performance of their respective duties required to efficiently and effectively accomplish said services. ATBM shall be responsible for all wages, taxes, fringe benefits, workers’ compensation insurance, and any other cost, expense or charge levied or required by any federal, state or local laws relating to the employment of all such ATBM employees.
 - b. ATBM will provide the necessary supplies, materials and equipment for the proper performance for the services described in Exhibit A.

3. **TERM.** The initial term of this Agreement shall be for a period from the Effective Date until a year thereafter. After expiration of the initial term, this Agreement shall automatically renew for successive one year terms, provided that the parties reach an agreement on price adjustments and any changes in the services to be performed not less than sixty (60) days prior to the expiration of the then current term of this Agreement.
4. **COMPENSATION.** OWNER/AGENT agrees to pay ATBM for the performance of its services per occurrence as outlined in Exhibit A. OWNER/AGENT agrees to pay the invoices within thirty (30) days of receipt thereof. Upon the occurrence of any event during the term hereof which was not anticipated in the ordinary course of the business, that causes a material increase in ATBM's cost of supplies, materials, and/or equipment necessary for the proper performance of the services hereinbefore described, the parties agree to work in good faith to negotiate a reasonable increase to ATBM's compensation within thirty (30) days of OWNER/AGENT receipt of notice of such event. The compensation stated in this paragraph is based upon the service area, frequency of services and the supplies, materials and equipment necessary to perform such services specified in Exhibit A. If ATBM is requested by OWNER/AGENT to change the nature, frequency, or timing of the services from that described in Exhibit A the parties agree to work in good faith to negotiate a reasonable compensation adjustment for ATBM's performance of such services within thirty (30) days of ATBM's notice to OWNER/AGENT of said change.
5. **INSURANCE; LIABILITY.** ATBM agrees to obtain and maintain in effect at all times during the term of this Agreement and any renewal period, Comprehensive Public Liability Insurance, Worker's Compensation Insurance and Umbrella Insurance coverages sufficient to cover the services performed under this Agreement. ATBM agrees to furnish OWNER/AGENT with a Certificate of Insurance for each such insurance coverage within thirty (30) days after full execution hereof and to cause OWNER/AGENT to be listed as an additional named insured upon all applicable insurance coverages. ATBM further agrees to provide OWNER/AGENT with notice of any change in carrier and/or insurance coverages during the term of this Agreement. OWNER/AGENT will not be held responsible or liable, and ATBM shall indemnify, defend, and hold harmless OWNER/AGENT, for any personal injury or damage, and claims, costs, liabilities, and expenses (including reasonable attorneys' fees) relating thereto, caused by direct the actions or omissions of ATBM or its employees, contractors, or agents.
6. **INDEPENDENT CONTRACTOR.** OWNER/AGENT and ATBM acknowledge and agree that ATBM is providing its services hereunder as an independent contractor and not as an agent, partner, joint venture or employee of OWNER/AGENT, and that nothing herein contained shall be construed to create any other relationship between the parties other than that of an independent contractor. ATBM agrees not to act or represent that it is acting as an agent of OWNER/AGENT or incur any obligation on behalf of OWNER/AGENT without the express written consent of OWNER/AGENT.

7. **TERMINATION.** If ATBM fails to perform the services in accordance with this Agreement, OWNER/AGENT shall inform ATBM in writing setting forth the specific areas of non-performance. If ATBM fails to substantially correct such non-performance within thirty (30) working days from the receipts of said notice, or if ATBM fails to develop a corrective action plan within this time period, which is thereafter approved by OWNER/AGENT, OWNER/AGENT may thereafter terminate this Agreement immediately. Both party shall have the right to terminate this Agreement for any reason by giving thirty (30) days written notice to the other party. In addition, if ATBM does not receive any payment to which it is entitled hereunder within sixty (60) days of its due date, ATBM may, at its sole and complete option, immediately terminate this Agreement. The exercise of the right of cancellation reserved in this Paragraph 7 shall be effective only if the party seeking to exercise such right in good faith justly and fairly complies with the express terms of such right.

8. **CANCELLATION OF SERVICES.** With 48-hour notice, any services may be suspended for that occurrence. Any cancelled or suspended services shall be made up promptly at no additional cost.

9. **BINDING EFFECT, ASSIGNMENT AND AMENDMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, involuntary and voluntary successors and permitted assigns. ATBM may not assign this Agreement without the prior written consent of OWNER/AGENT. This Agreement shall not be amended, altered, changed or modified except by a written agreement signed by the parties hereto.

10. **SPECIAL CIRCUMSTANCES.** In the event that something occurs outside the scope of work outlined in this Agreement such as illegally dumped trash, illegally dumped furniture, blocking off the streets and having additional trash on streets during and after neighborhood parties and gatherings, etc., additional charges will apply. ATBM shall provide OWNER/AGENT with written notice of any such event prior to removal or incurring any additional charges.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

“ATBM”

“OWNER/AGENT”

CWE Southeast Special Business District

BY: _____

BY: _____

NAME: _____

Title: _____

EXHIBIT A

Lindell- from Taylor to Vandeventer, South side only

Taylor- from Lindell to alley before Forest Park Ave, East side only

Newstead- from Lindell to alley before Forest Park Ave, both sides

Boyle- from Lindell to Forest Park Ave, both sides

Sarah- from Lindell to Forest Park Ave, both sides

Litter Pickup: Pick up and dispose of litter and debris twice monthly.

\$825.00 per occurrence.

Central West End Southeast Community Improvement District



- **ATBM Contract**
 - The Effective Date still needs to be filled in.
 - In Section 3, we inserted a one year term. Please advise if that is not acceptable. Note that, in Section 7, we included a mutual termination-for-convenience right whereby either party can terminate the contract for any reason on 30 days' written notice.
 - In Section 4, we increased the payment terms from 10 days to 30 days from the receipt of any invoice.
 - The services are detailed on Exhibit A. Please advise if any additional details are required.
- **Pretty City Gardens Contract**
 - In general, this contract was pretty bare-boned, so we added detail to clarify certain issues. For example, we added that Pretty City Gardens will provide the necessary supplies, materials, and equipment for performing the services.
 - Regarding the payment terms, we clarified that payments will be due 30 days *from the receipt of the invoice*, and we increased the timeframe for sending past due payments to collections from 60 days to 120 days.