

**MONTHLY MEETING
TO BE HELD
January 15th at 9:00 a.m.
at Park Central Development,
4512 Manchester Ave.
St. Louis, Mo. 63112**

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on January 15th at 9:00 a.m. via conference call, the DeBaliviere Place Special Business 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. Security Update**
 - a. Central West End Neighborhood Security
 - b. The City's Finest
- 3. Public Comment**
- 4. Approval of Previous Month Minutes**
- 5. Budget Report**
 - a. Finance Report
- 6. Other Business**
 - a. Website RFP – Approval
 - b. Landscape Contract – Approval
 - c. Repair Entryway Post – Discussion
- 7. Adjournment**

Please Note: Due to COVID-19 physical access to the general Board meeting by the public will be temporary closed and replaced by phone conferencing. To attend the meeting by phone, please dial 1-312-626-6799, meeting ID: 831 4960 3578

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: 1-13-2022

Time Posted: 11:00 AM

DeBaliviere Place Board of Commissioners Meeting
December 18th, 2020 at 9:00 AM
At Park Central Development - Zoom
4512 Manchester Ave; St. Louis, MO 63110

Board Members Present via Phone: Sid Chakraverty, Kathryn Ruth, Neill Costello, Charles Wiltsch, Sherrone Beatty, Bobbie Butterly, Amy Grace – via video/phone

Board Members NOT Present: -

Others in Attendance: Shameem Clark Hubbard, (St. Louis City), Jim Whyte (NSI), Ashley Johnson (Park Central Development) - via video/phone

Public in Attendance via Phone: Mike Klenc

1. Call to Order:

- a. B. Butterly called the meeting to order at 9:02 AM

2. Security Update:

- a. J. Whyte gave the security report update. Total crime decreased 5% when compared to the same time last year. J. Whyte gave an update on missing packages stolen from a residential building in the district. A suspect has been identified but hasn't been charged due to limited staffing and a case backlog with the courts. J. Whyte presented TCF (The City Finest) 2022 contract for patrol services. TCF is increasing its rate to compete for a limited number of Officers. The NSI is looking for a new way to cap the cost of patrol services. B. Butterly noted the rate increase was approved at a previous meeting. B. Butterly made a motion to approve the contract and keep the same number of patrols at the new rate, S. Chakraverty second. All in favor – motion passed.

3. Public Comments & Questions:

- a. Mike K. gave several updates on general district activities.

4. Approval of Previous Months Minutes: C. Wiltsch motioned to approve the previous month's meeting minutes; K. Ruth second. All in favor – motion passed.

5. Budget Report:

- a. B. Butterly presented the financial report. S. Chakraverty motioned to approve the financials. B. Butterly second. All in favor – motion passed.

6. Other Business:

- a. **Website Redesigned RFP:** A. Johnson presented the RFP. S. Chakraverty and A. Grace suggested adding user flow chart or navigation site map as a deliverable. B. Butterly motioned to approve the RFP with the suggested deliverable, N. Costello second. All in favor – motion passed.
- b. **Newsletter:** N. Costello gave an update on the district newsletter. Board asked A. Johnson to send out a copy of the newsletter and proposal for board approval. M. Klenc

shared his feedback on the newsletter with the Board. S. Chakraverty asked A. Johnson to add M. Klenc comments with the other material.

- c. **Landscape Contract:** K. Ruth noted the landscape contract needs to be renewed. Board discussed the landscaping contract scope of work. S. Beatty noted the need to revamp the district entryway post. B. Butterly requested to add the entryway post repairs to the next meeting agenda.
 - d. **Damage Light:** A. Johnson noted there were now two damaged lights. There is a two – three-week shipping delay.
7. **Adjournment:** B. Butterly motioned to adjourn; N. Costello second. All in favor - meeting adjourned at 10:06 AM.

DRAFT

DeBaliviere Place
Balance Sheet
As of December 31, 2021

	<u>Dec 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1073 · Operating 6692	283,896.73
Total Checking/Savings	<u>283,896.73</u>
Total Current Assets	<u>283,896.73</u>
TOTAL ASSETS	<u>283,896.73</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2002 · Accounts Payable (A/P)	-1,575.00
Total Accounts Payable	<u>-1,575.00</u>
Total Current Liabilities	<u>-1,575.00</u>
Total Liabilities	-1,575.00
Equity	
3000*OE · Opening Balance Equity	499,566.89
32000 · Retained Earnings	-306,609.04
Net Income	92,513.88
Total Equity	<u>285,471.73</u>
TOTAL LIABILITIES & EQUITY	<u>283,896.73</u>

DeBaliviere Place Profit & Loss Budget Performance December 2021

	Dec 21	Jan - Dec 21	YTD Budget	Annual Budget
Income				
40000 · Revenue				
40100 · Tax	36,634.86	245,184.10	320,000.00	320,000.00
40200 · Interest Income	0.00	0.00	0.00	0.00
40300 · Misc. Revenue	59,096.61	59,096.61		
Total 40000 · Revenue	95,731.47	304,280.71	320,000.00	320,000.00
Total Income	95,731.47	304,280.71	320,000.00	320,000.00
Gross Profit	95,731.47	304,280.71	320,000.00	320,000.00
Expense				
60000 · Expenses				
61010 · Admin Fees- Park Central*	1,575.00	18,900.00	18,900.00	18,900.00
61020 · Legal	275.00	275.00	2,040.00	2,040.00
61030 · Insurance	3,853.00	4,410.00	0.00	0.00
61035 · Meeting Room	0.00	0.00	540.00	540.00
61045 · Office Supplies	0.00	0.00	200.00	200.00
61070 · Misc. Exp	0.00	0.00	0.00	0.00
61075 · TCF - Fraud	0.00	0.00	0.00	0.00
61080 · Kindness Meals	0.00	0.00	0.00	0.00
62035 · Rserve	0.00	0.00	74,000.00	74,000.00
Total 60000 · Expenses	5,703.00	23,585.00	95,680.00	95,680.00
6004 · Bank Charges & Fees	0.00	5.30		
61150 · Marketing & Promotions				
61160 · Website Maintenance	30.00	360.00	360.00	360.00
61170 · Advertising	0.00	0.00	1,140.00	1,140.00
Total 61150 · Marketing & Promotions	30.00	360.00	1,500.00	1,500.00
61250 · Public Maintenance				
61260 · Landscaping	0.00	7,400.00	10,000.00	10,000.00
61270 · Maintenance	0.00	131.09		
61280 · Pet Waste Stations	65.31	840.18	0.00	0.00
Total 61250 · Public Maintenance	65.31	8,371.27	10,000.00	10,000.00
61350 · Infrastructure				
61360 · Pedestrian Lighting	0.00	0.00	0.00	0.00
Total 61350 · Infrastructure	0.00	0.00	0.00	0.00
62000 · Safety and Security				
61085 · Contribution/Donation	0.00	7,000.00		
62010 · Patrols	7,562.51	122,039.14	115,000.00	115,000.00
62020 · Cameras	0.00	0.00	10,000.00	10,000.00
62021 · Internet for Cameras	714.88	8,241.12	7,380.00	7,380.00
62022 · Camera Maintenance	0.00	14,165.00	7,000.00	7,000.00
62023 · Emergency Call Tower	0.00	0.00	25,000.00	25,000.00
62030 · NSI Membership	0.00	28,000.00	48,000.00	48,000.00
Total 62000 · Safety and Security	8,277.39	179,445.26	212,380.00	212,380.00
Total Expense	14,075.70	211,766.83	319,560.00	319,560.00
Net Income	81,655.77	92,513.88	440.00	440.00

DeBaliviere Place
Profit & Loss Budget Performance
December 2021

	<u>Dec 21</u>	<u>Jan - Dec 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Tax Bills Report 12/17/21				
887 Tax Bills for 2021 outstanding	169,507.14			
11 Tax Bills for 2020 outstanding	\$ 2,128			
5 Tax Bills for 2019 outstanding	\$ 9,812			
1 Tax Bills for 2018 outstanding	\$ 243			
1 Tax Bills for 2017 outstanding	\$ 283.00			
	<u>\$ 181,973</u>			

DeBaliviere Place
Transaction List by Vendor

Type	Date	Num	Memo	December 2021	Split	Amount
Dog Waste Depot						
Bill Pmt -Check	12/02/2021	4478872	Inv 447872	61280 - Pet Waste		-65.31
Lewis Rice LLC						
Bill	12/01/2021	13900010	Legal Fees	61020 · Legal		-275.00
MOPerm						
Bill Pmt -Check	12/08/2021	142160	Insurance	2002 · Accounts Payable (A/P)		-3,853.00
Park Central						
Bill	12/09/2021	2021-12-09	Recurring Bill	61010 · Admin Fees- Park Central*		-1,575.00
Seafoam Media						
Bill	12/05/2021	2007022	Website	61160 · Website Maintenance		-30.00
Spectrum-formerly Charter Communications						
Bill Pmt -Check	12/01/2021	0023856111	Inv 0023856111521	Internet for Cameras		-714.88
The City's Finest LLC						
Bill Pmt -Check	12/08/2021	Inv-3471	Invoice 3471	62010- Patrols		-4,375.00
Bill Pmt -Check	12/22/2021	Inv-3503	Invoice 3503	62010 - Patrols		-3,187.51
Bills Paid in December						-14,075.70



**2022 GROUNDSKEEPING CONTRACT PROPOSAL
DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT**

Exhibit "A"

December 01, 2021

TOP CARE, INC will provide all materials and labor for the tasks listed below. All grounds maintenance tasks will be performed on an as needed basis with the majority of work completed between April 1st and December 15th of each year by uniformed employees. "As Needed" is to be determined by Top Care, Inc. or standards set forth by this agreement. The amounts stated below include all routine costs associated with the tasks described. All lawn and tree spray applications will consist of quality products that are environmentally friendly. All products will be applied at the manufacturer's recommended rate by competent, trained personnel. Upon acceptance of this proposal, Top Care, Inc. will provide, if requested, a list of all materials used and appropriate material safety data sheets. Top Care, Inc. will not be responsible for any damages that may occur to any cable or electrical lines, ie. cable television or invisible dog fences, that are laying on top of the ground or buried less than 6 inches below ground level. Terms and descriptions in this contract proposal are good for 30 days past the above listed date.

BED MAINTENANCE

All Landscape beds (mulch, rock, flower) will be treated with post-emergent controls to prevent weed build up. Hand pulling will occur if necessary. This will be done throughout the growing season. Vegetation control of hard surface area's (parking lots, curb lines, etc) are not included but available as a Hard Surface Spray. Beds will be monitored on an ongoing basis and billed according to your occurrence frequency.

BED PRE-EMERGENT

Bed pre-emergent materials will be applied to all mulched and rock bed areas to help prevent weed seed germination.

DYED MULCH

A brown or black dyed mulch will be applied to all previously mulched area's. Other colors of dyed mulch may be requested but additional charges may apply.

LITTER CONTROL

Paper litter and trash will be removed from turf and landscape area's on a schedule determined by the number of occurrences selected. Items not considered as trash, excessive or large deposits of trash purposely dumped, i.e. Dumpster spillover, will be removed at additional cost.

SPRING CLEAN UP

Clean up of landscape beds (mulch, rock, flower) will include removal of accumulated leaves, miscellaneous trash and debris. This includes cutting back of liriopse, perennials, and ornamental grasses. Clean up will occur prior to mulching or the beginning of the spring season. Clean up of unauthorized dumping and/or dead plants is not included and will be removed at an additional cost. Sweet Gum ball removal will be billed at additional cost.

FALL CLEAN UP

Clean up will consist of removal and/or mulching of accumulated leaves in landscape area's. When a large volume or extended duration of leaf drop is involved based on tree varieties (oaks) or weather, more than one occurrence may be necessary. If additional occurrences beyond contracted amount are required or clean up of debris other than leaves additional billing on a T & M basis will be required.

**DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT
2022 CONTRACT SUMMARY**

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
BED MAINTENANCE	30	\$35.00	\$1,050.00	\$1,050.00
BED PRE-EMERGENT	1	\$56.00	\$56.00	\$56.00
DYED MULCH	1	\$409.00	\$409.00	\$409.00
LITTER CONTROL	30	\$55.00	\$1,650.00	\$1,650.00
SPRING CLEAN UP	1	\$226.00	\$226.00	\$226.00
FALL CLEAN UP	1	\$345.00	\$345.00	\$345.00
TOTAL:			\$3,736.00	\$3,736.00

BILLING SCHEDULE

MONTHLY BILLING SCHEDULE	SERVICE COST	TOTAL COST
APRIL 2022	\$467.00	\$467.00
MAY 2022	\$467.00	\$467.00
JUNE 2022	\$467.00	\$467.00
JULY 2022	\$467.00	\$467.00
AUGUST 2022	\$467.00	\$467.00
SEPTEMBER 2022	\$467.00	\$467.00
OCTOBER 2022	\$467.00	\$467.00
NOVEMBER 2022	\$467.00	\$467.00
TOTAL:	\$3,736.00	\$3,736.00

GROUNDS KEEPING AGREEMENT

THIS GROUNDS KEEPING AGREEMENT ("Agreement") made and entered into this _____ day of _____, 20___, by and between TOP CARE LAWN SERVICE, INC., Missouri corporation (hereinafter "TOP CARE") and DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT a DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT (hereinafter "OWNER/AGENT").

WHEREAS, OWNER/AGENT desires to employ TOP CARE as an independent contractor to perform certain grounds keeping and grounds maintenance services and TOP CARE 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: (a) Grounds Keeping Services Agreement and (b) Exhibit A the Grounds Contract Proposal together with any changes or modifications agreed to in writing after execution of this Agreement. The Contract Documents attached hereto constitute the entire agreement between the parties and supercede 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 Grounds Keeping Agreement shall control and prevail.

2. **SERVICES.** TOP CARE agrees to perform the services described in detail in Exhibit A, attached hereto and made a part hereof by reference, in accordance with quality standards of cleanliness and appearance. Under this Agreement, TOP CARE agrees to perform the following duties:

(a) TOP CARE will furnish, manage and direct all personnel in the performance of their respective duties required to efficiently accomplish said services. TOP CARE 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 TOP CARE employees.

(b) TOP CARE PARTICIPATES IN A FEDERAL WORK AUTHORIZATION PROGRAM WITH RESPECT TO ALL EMPLOYEES WORKING IN CONNECTION WITH THE CONTRACTED SERVICES ENTITLED THE EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM (E-VERIFY) WHICH ELECTRONICALLY CONFIRMS AN EMPLOYEE'S ELIGIBILITY TO WORK IN THE UNITED STATES IN CONJUNCTION WITH THE DEPARTMENT OF HOMELAND SECURITY AND THE SOCIAL SECURITY ADMINISTRATION.

(c) TOP CARE will provide the necessary supplies, materials and equipment for the proper performance of the services described in Exhibit A.

3. **TERM.** The initial term of this Agreement shall be for a period of _____ year(s) commencing the date upon which TOP CARE begins to perform such services. After expiration of the initial term, this Agreement shall automatically renew from year to year 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 TOP CARE for the performance of its services the sum

of \$3736.00 per initial term, payable in monthly installments of \$ _____ or per occurrence as outlined in Exhibit A. OWNER/AGENT agree to pay the invoices within fifteen (15) days of receipt thereof. OWNER/AGENT further agree to pay a service charge equal to 1.5% of all outstanding invoices which are more than 15 days past due. OWNER/AGENT also agrees that any compensation paid to TOP CARE by credit card will be charged a 3% convenience fee. It is also agreed that if at any time during the term of this Agreement the hourly wage rate set by the U.S. Department of Labor is raised, or any federal, state or local payroll or employee tax, levy or charge is increased, either of which events compels TOP CARE to increase the hourly wage rate for employees it is using in connection with this Agreement, or causes TOP CARE to remit greater taxes, levies or charges to the appropriate governing authority, then and in that event, OWNER/AGENT shall pay TOP CARE as additional compensation a sum equal to the amount of such wage and/or tax increase multiplied by the number of employees affected thereby beginning on the date such wage and/or tax increase shall become effective. Upon the occurrence of any event during the term hereof which was not anticipated in the ordinary course of business, that causes an increase in TOP CARE's cost of supplies, materials and/or equipment necessary for the proper performance of the services hereinbefore described, the parties agree to negotiate a reasonable increase to TOP CARE'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 TOP CARE is requested by OWNER/AGENT to change the nature, frequency or timing of the services from that described in Exhibit A, or if the nature or performance of any of the services listed in Exhibit A become more time consuming or labor intensive, or requires more supplies, materials or equipment, than anticipated or expected at execution by virtue of any changes beyond TOP CARE's control, the parties agree to negotiate a reasonable compensation adjustment for TOP CARE's performance of such services within thirty (30) days of TOP CARE's notice to OWNER/AGENT of said change.

If you selected a monthly budget amount above please indicate below the months that you wish to be invoiced.

January _____ February _____ March _____ April _____

May _____ June _____ July _____ August _____

September _____ October _____ November _____ December _____

5. INSURANCE. TOP CARE 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. TOP CARE 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. TOP CARE further agrees to provide OWNER/AGENT with notice of any change in carrier and/or insurance coverages during the term of this Agreement.

6. CONFORMANCE WITH LAW AND INDEMNIFICATION.

(a) OWNER/AGENT agrees to keep or cause to keep all of its facilities serviced by TOP CARE in conformity with all applicable federal, state or local laws, ordinances and regulations governing same, and agrees to indemnify and hold harmless TOP CARE from any costs, expenses, damages, loss or liability incurred by TOP CARE as a result of OWNER/AGENT failure to do so.

(b) OWNER/AGENT and TOP CARE recognize and understand that both parties' agents, servants and employees may be performing work at OWNER's facilities within the same proximity and time frame. Therefore, OWNER/AGENT and TOP CARE mutually agree to indemnify and hold harmless each other from and against claims, costs, damages, losses and expenses (including, but not limited to, reasonable attorneys fees, expert witness fees and court costs) for injury, death and/or property damage which results from the negligent act or omission of their respective agents, servants and employees during the course of the performance of their work and duties at the OWNER's facilities.

7. INDEPENDENT CONTRACTOR. OWNER/AGENT and TOP CARE acknowledge and agree that TOP CARE is providing its services hereunder as an independent contractor and not as an agent, partner, joint venturer 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. TOP CARE 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.

8. TERMINATION. If TOP CARE fails to perform the services in accordance with this Agreement, OWNER/AGENT shall inform TOP CARE in writing setting forth the specific areas of non-performance. If TOP CARE fails to substantially correct such non-performance within thirty (30) working days from the receipt of said notice, or if TOP CARE 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 by giving thirty (30) days written notice to TOP CARE. TOP CARE shall have the right to terminate this Agreement by giving thirty (30) days written notice to OWNER/AGENT. In addition, if TOP CARE does not receive when due any payment to which it is entitled hereunder, TOP CARE may, at its sole and complete option, immediately terminate this Agreement. The exercise of the right of cancellation reserved in this Paragraph 8 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.

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. TOP CARE 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. NOTICES. Any notice or communication required or permitted by this Agreement shall be given in writing and addressed as follows. If to OWNER/AGENT: DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT 4512 MANCHESTER AVE SUITE 100 ST LOUIS MO 63110. If to TOP CARE: MR. ROBERT KRUGER, 343 AXMINSTER DR., FENTON MO 63026.

Notice shall be served personally, or overnight express mail service, or first class mail, postage prepaid. If served personally notice shall be deemed delivered upon receipt. If mailed by overnight express mail service, notice shall be deemed delivered 24 hours after mailing. If mailed by first class mail, then notice shall be deemed delivered seventy-two (72) hours after mailing. Either party may give notification to the other party in any manner described above for change of address for the sending of.

11. Severability. If any portion of this Agreement shall be determined to be invalid or unenforceable, then such invalid or unenforceable part or parts shall be deemed to be held separate and severable, and the remaining provisions of this Agreement shall continue in full force and effect to the extent possible.

12. Waiver. No delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver of said right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or a waiver of any right or remedy on any future occasion. Every right and remedy of a party shall be cumulative and in addition to every other right and remedy expressed in this Agreement or allowed by law or equity, and may be exercised singularly or concurrently.

13. Owner/Agent. The party executing this Agreement on behalf of the OWNER/AGENT acknowledges that it has the express authority to bind the OWNER and AGENT to all of the terms and conditions of this Agreement.

14. Non-Disclosure of Information. Owner/Agent acknowledge that Top Care's pricing and business information with respect to the services rendered hereunder are confidential and agree not to disclose same without the prior written consent of Top Care.

15. Governing Law, Damages and Costs. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. In the event of a breach of this Agreement by OWNER/AGENT, TOP CARE shall be entitled to recover as damages the cost of equipment, labor, and supplies purchased to perform the services under this Agreement and its lost profit in addition to any other damages as provided by law and reasonable attorneys fees and cost related to enforcement of this Agreement.

16. Verification of billing address. Please indicate below the address to which all invoices and correspondence should be sent to:

Address (line 1) _____

Address (line 2) _____

City _____ State _____ ZIP _____

Name of contact / Property Manager _____

Office Phone _____ Cell Phone _____ Fax _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

By 
STEVEN L. HELLWEGE

By _____

Date December 01, 2021

Date _____

TOP CARE



DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT

WEBSITE REDESIGN &
DEVELOPMENT PROPOSAL

01 12 22

Erin Neumann
Founder/CEO

Brian Illig
Creative Director

7323 Nottingham Ave
St. Louis MO 63119

(314) 332-1156
bealignedwebdesign.com



BE ALIGNED
WEB DESIGN + SEO



COMPANY HISTORY AND ORGANIZATION

”

Erin knows how to pin-point what makes you and puts that into creating your own one-of-a-kind website. I couldn't be happier with how efficiently everything was crafted and the end result is a website that I love.

DANIEL NYDICK, WEDDING PHOTOGRAPHER



1. Company History and Organization

Be Aligned Web Design is a Service-Connected Disabled Veteran, Woman-Owned Small Business. We're a full-service Website and Branding Agency headquartered in St. Louis, MO—serving clients worldwide.

We're deeply committed to our clients, ensuring they have an impeccable experience that exceeds expectations with every project. After working with us, our clients leave with a professionally branded site that meets their needs and elevates their business.

Founded in 2017, Be Aligned Web Design has expertly served over 100 clients in six different countries.



Erin Neumann — Founder

Erin is the owner and founder of Be Aligned Web Design. She graduated from West Point and has her Masters in Business Administration. She's a Professional Copywriter, Strategic Web Designer, and SEO Expert. More importantly, she's skilled at managing complex projects to completion.

As a Captain in the Army, Erin was personally responsible for over 300 Soldiers and \$20 Million worth of equipment. She uses the knowledge and expertise she developed as a Logistical Officer in the military to expertly run Be Aligned Web Design.



Brian Illig — Creative Director

Brian is a master at helping businesses convey their unique brand's story using creative and strategic solutions. He's committed to ensuring clients receive a premium product on every project and uses his extensive industry experience to provide guidance and clarity on every design and messaging decision throughout the process.



MANAGEMENT APPROACH

”

I am so thankful for Erin's expertise, her heart for her clientele, and her beautiful aesthetic. She somehow created a perfect website out of the depths of my mind and I am so, so excited to show it off. If you need a webpage to reach to the heart of your audience, she's your girl.

MARISSA DEY, AUTHOR



2. MANAGEMENT APPROACH

Be Aligned's Creative Director, Brian Illig, is directly responsible for the project's daily progress. As the Project Manager for the DeBaliviere Place Custom Website Design Project, Brian will spearhead all client communication and implement design feedback.

Be Aligned's Owner, Erin Neumann, is the Quality Assurance/Quality Control Officer and will be responsible for ensuring the project is completed to the highest of standards.

Efficient and complete communication throughout the process is the cornerstone of Be Aligned's operations.

Perfected over time, our processes and procedures are simple and straightforward, allowing us to stay on top of what we need next from our clients while giving them plenty of time to react and keeping us both on schedule.

Our clients are never surprised and always know what's coming next. It takes four weeks from conceptualization (writing, designing, developing, and coding) to deliver your custom website.

Our proven framework for all website design projects is as follows:

Phase 1: Onboarding

Once your contract is signed and your invoice is paid, we'll send you a detailed client intake form to better understand your development. We'll then research your industry to ensure your website seamlessly reflects the market's current trends.

Phase 2: Content Writing (Week 1)

Next we'll copywrite your site. Copywriting is an essential element of online marketing. It is the art and science of strategically delivering words to get customers to take action. We copywrite all websites we design to help you convey your message clearly and effectively.

Phase 3: Design (Weeks 2-3)

Next, we'll design a mockup of your website called a wireframe. We'll present up to two proposed drafts where you'll have the opportunity to either approve your design or provide feedback. Our goal is to create a custom design that exceeds your expectations.

Phase 4: Develop (Week 4)

Once you are thrilled with the results of your design, we'll get to work developing and coding your site. Your custom website will be easy to use and gorgeous to look at.

After we publish your site, we'll transfer you ownership and train you on how to use it. If you want to sign up for our Monthly Support Plan, we will maintain the site for you. (See Section 5, Value-Added Features for details).

Key decision-makers can expect a project kick-off call with both Erin (Owner) and Brian (Creative Director), either in person or via Zoom, weekly progress reports, and daily check-ins when needed throughout the project's development.



PERSONNEL SELECTION PROCESS

”

Erin produced an incredible product for The Waldorf School of St. Louis. With very minimal guidance, she was able to create a website that was visually stunning, well organized, and engaging. She's easy to work with – understanding our needs and quickly making changes requested during the feedback process. She's always pleasant and professional. Thank you, Erin for the wonderful work you did for our school!

JENNIFER PUATSCH, THE WALDORF SCHOOL



3. PERSONNEL SELECTION PROCESS

Be Aligned Web Design has a rigorous recruitment and employee selection process. Our high standards and expectation for quality of work ensures we hire personally driven individuals who are committed to our clients' success.

As a small business, we do not routinely need to hire. We're a boutique Web Design and Branding Agency. As such, all client work will be performed by our small but mighty team of three, ensuring your project gets the undivided attention it deserves.



COST PROPOSAL AND INVOICING

”

Erin is professional, efficient and instilled confidence in me the first time we spoke. I'm very happy to recommend her. I've continued to use her services on a regular basis and I'm hiring her for another business I have. Both of these points demonstrate my belief in Erin and her service.

GARY LUCAS, FINANCIAL ADVISOR



4. COST PROPOSAL AND INVOICING

Billing Rates

Project Investment is **\$8,000**.

The investment to work with Be Aligned Web Design is \$8,000 and includes professionally written content, professional photography, mobile-first responsiveness, and a sleek, easy, and intuitive design that is visually pleasing to the visitor's eye.

Currently, DeBaliviere Place has eight pages (Home, About Us, Board Meetings, Our Neighborhood, Resources, Security Reports, Services, and Contact), bringing the project to \$8,000.

All websites we develop are light, quick to load and operate, and safe and secure.

Invoicing

Unless otherwise requested, Be Aligned requires a signed contract and 50% of the invoice before beginning client work. Once the project is completed and you're thrilled with the results, the remaining 50% is due before launching the website.

Procedures

Be Aligned's procedures are outlined in Section 2, Management Approach.

Discounts

Be Aligned does not offer discounts on project work.

That said, should you select our agency, we will hire a Professional Photographer at no cost to you.

Our photographer will take stunning images of your beautiful neighborhood to use on your custom website—elevating the look and feel of your website to match your development.



VALUE-ADDED FEATURES

”

Erin was a dream to work with. She answered all my questions and made me a beautiful website much faster than any other designer I've worked with in the past. She also followed up after she was done to see if I had any changes I'd like to make and if I had any issues maintaining and understanding my site. HIRE THIS WOMAN!

TERESA MORRIS, URBAN FARMER



5. VALUE-ADDED FEATURES

Identity Design Service (\$2,200)

It's our professional opinion that the DeBaliviere Place website is obsolete, to include the current logo. You may consider adding our Identity Design Service, priced at \$2,200.

Impressions are formed within seconds. That's why we believe that refined aesthetics, creativity, and strong messaging are integral to creating a successful brand identity.

Furthermore, your future success is built on the strength of your reputation, public awareness, and the values you uphold. We create compelling, visually appealing logos that resonate with your ideal visitor and stand out from the crowd through a collaborative process.

Monthly Support Plan (\$75/month)

The Client may elect to have us maintain their website so they can focus on what they do best—running their business. We offer a Monthly Support Plan which provides the following services:

- A direct line to our agency where we'll be available by phone and email should you need to contact us for an update or have a question regarding your website.
- Up to four changes to your site per month, which include adding board minutes, updating content, and uploading blog posts (all content and images will be provided by the client).

If you opt for the Monthly Support Plan, the reoccurring monthly rate is \$75/month. You can cancel the service at any time with 24 hours' notice in writing.

Hourly Rate Beyond Scope of Work (\$150/hour)

If the client's needs exceed the Scope of Work and requires our assistance outside these parameters, our hourly rate is \$150/hr with a minimum \$150 fee.



REFERENCES



Everything about Erin's style, responsiveness, process, communication, transparency and accountability and tremendous skill set was clear from the first conversation. I never once second-guessed my decision. Erin says what she does and does what she says. There is no gray area and nothing is ever lost to interpretation resulting in missed expectations.

Let me be clear. I am not easy to please. Coming from the technology and business consulting industry, my expectations are set very high. But Erin is in a league of her own. I emphatically recommend Erin if you are in search for a highly skilled Squarespace and SEO expert. The caliber of her talent and level of integrity is second-to-none.

LISA WALCZAK, DESIGN + BUILD FIRM



6. REFERENCES

Be Aligned does not have references for other districts. However, we have expertly served over 100 clients in six different countries with over 30 five-star reviews on Google alone.

We are both humbled by and grateful for our clients.





A FINAL NOTE

”

I am so incredibly happy that I selected Erin to develop my website. After many proposals, her's was by far the most professional. She is friendly and very easy to work with. She went above and beyond many times over creating my site, making it as easy as possible for me along the way. She both streamlined my site as well as made it visually appealing. My website has already brought more traffic and sales! I recommend her services to anyone who needs a new website.

SARA POFF, HEALTH BLOGGER (50K+ MONTHLY FOLLOWERS)



7. A FINAL NOTE

We are grateful for the opportunity to submit a proposal for your project.

We couldn't live our purpose + passion if it weren't for you. We know you have many choices when hiring a Web Design Agency, and we're thrilled to be given a chance to serve you.

Our deepest desire is that you see a consistent return on your investment and believe that when you succeed, we succeed.

Lastly, **THANK YOU** for supporting a Veteran and Woman-Owned business!

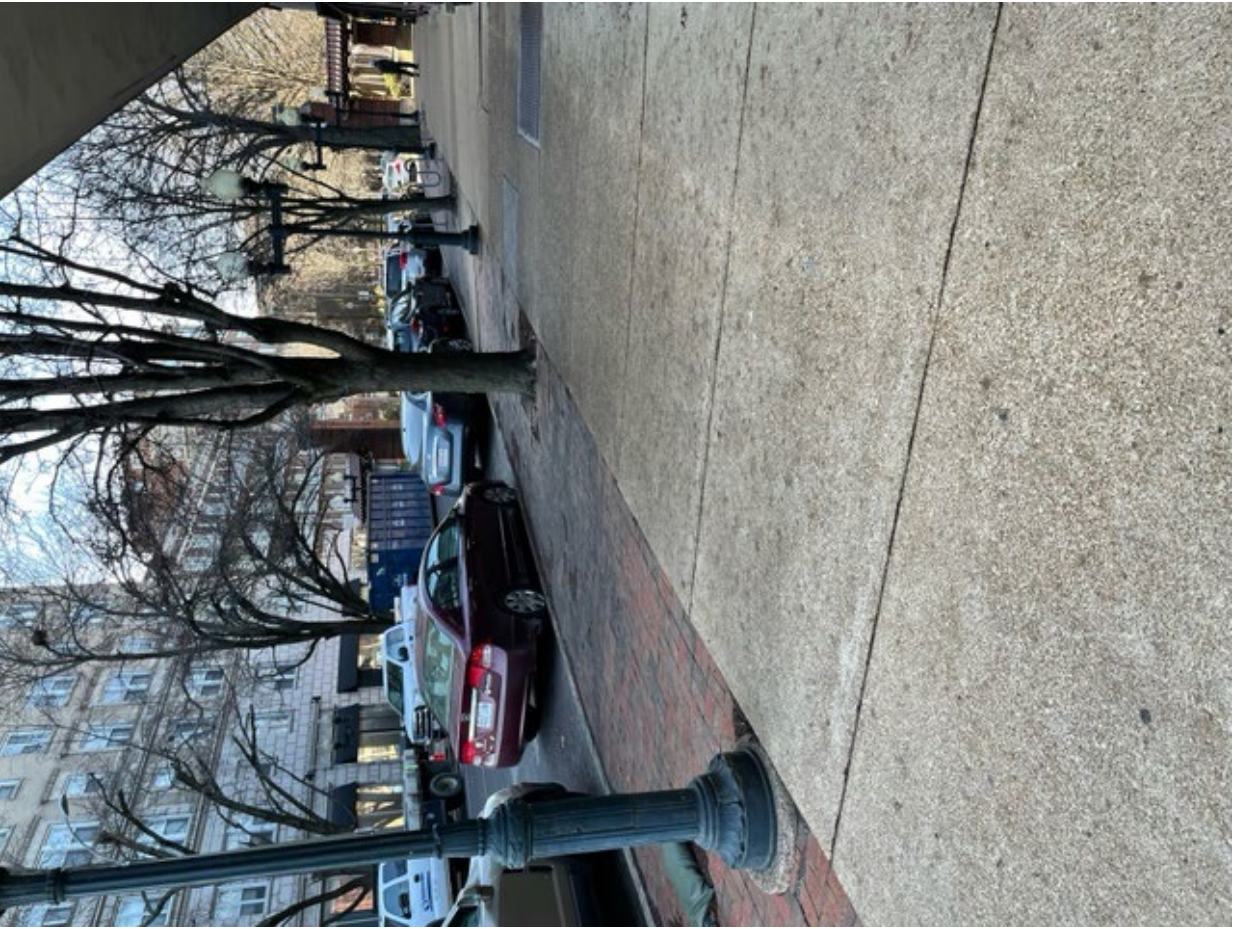


From: [Leon Beatty](#)
To: [Ashley Johnson](#)
Subject: Pictures from Pershing/Union
Date: Wednesday, January 5, 2022 7:57:05 PM

Ashley,
Here are the pictures that I said I would send to the group. I'm unsure of the protocol in submitting to the group. Can you take care of this?

























Sent from my iPhone