

**MONTHLY MEETING
TO BE HELD
March 20th at 9:00 a.m.
at Park Central Development,
4512 Manchester Ave.
St. Louis, Mo. 63112**

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on March 20th 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
 - i. Safety and Security Report
 - ii. Contract Approval
 - b. The City's Finest
 - i. Safety and Security Report
- 3. Public Comment**
- 4. Approval of Previous Month Minutes**
- 5. Budget Report**
 - a. Finance Report
- 6. Pedestrian Lighting Project**
- 7. Other Business**
 - a. Lasater Fountain
- 8. 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: 947 8820 8937

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: 03-18-2021

Time Posted: 11:00 AM

2021 COOPERATIVE AGREEMENT

By and Between

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

THIS COOPERATIVE AGREEMENT (this "*Agreement*") is made and entered into as of the 1st day of JANUARY, 2021, by and between the **DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT**, a special business district and a political subdivision of the state duly organized and existing under the laws of the State of Missouri ("*SBD*"), and the **CENTRAL WEST END NEIGHBORHOOD SECURITY INITIATIVE** (the "*CWE NSI*"), a Missouri Nonprofit Corporation.

Recitals:

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

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

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

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

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

Section 1. Definitions.

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

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

- 1.2. **“District.”** The area within the boundaries of the SBD, as that area is defined in the Enabling Ordinance of the SBD.
- 1.3. **“Manager.”** The administrator of the NSI Fund as the term is defined) in that certain Intergovernmental Agreement by and between [SBDs and NSI] of [date].
- 1.4. **“Notice of Contribution.”** On at least an annual basis and as may otherwise be necessary, the Manager shall provide written notice to the SBD requesting the Annual Contribution due. Such notice shall minimally include the precise amount of the Annual Contribution, proposed allocations of the Annual Contribution, and any account information necessary to facilitate payment of the Annual Contribution.
- 1.5. **“NSI Disbursement.”** A distribution of monies from the NSI Fund consistent with the specific purposes stated in annual budgets approved by the Board of Alderman of the City for the SBD, and which are consistent with the mandates of the Enabling Ordinances for the SBD and with the requirements of the SBD Act.
- 1.6. **“NSI Fund.”** A special bank account created to provide for the collection of the Annual Contribution solely from the SBD and for the distribution of such monies for specific purposes stated in the annual budgets of the SBD as approved by the Board of Aldermen of the City and consistent with the authorized purposes described in Section 2.3.
- 1.7. **“Cameras.”** The cameras and related equipment funded by the SBD and located within the boundaries of the SBD are the sole property of the SBD.
- 1.8. **“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 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 percentage factor applied for 2021 is 9%.

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

- 2.3. Recordings Property of the SBD; Authorized Purpose.** Any recordings made of the video images from SBD cameras located within the SBD boundaries shall be the sole property of the SBD. 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.
- 2.4. Obtaining Records.** CWE NSI shall work with businesses and residents within the boundaries of the SBD to access camera footage on an as-needed basis. Such footage shall be the sole property of the SBD 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) halt any other services being provided within the boundaries of the SBD; and
- (d) pursue all legal remedies which may be available to it.

Section 4. Miscellaneous.

4.1. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

4.2. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supersedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

4.3. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

4.4. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any one of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

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

DEBALIVIERE PLACE SBD

Attn: Sid Chakraverty
4512 Manchester
St. Louis MO 63110

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")

DEBALVIERE PLACE
SPECIAL BUSINESS DISTRICT

By: JAMES M. WHYTE
Name: JM Whyte
Its: JM

By: _____
Name: _____
Its: _____

EXHIBIT A

2021 SERVICES TO BE RENDERED

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

Security Patrol Coordination

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

Crime Statistic Tracking/Analysis

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

5th District/SLMPD/City Liaison

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

Community Engagement

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

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

Camera Project Management

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

Neighborhood Advocate

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

EXHIBIT B

ANNUAL FUNDING CONTRIBUTION

Funding Stream	2021 Pledge	Q1	Q2	Q3	Q4
CWE North	\$79,000.00	\$19,750.00	\$19,750.00	\$19,750.00	\$19,750.00
CWE Southeast	\$58,400.00	\$14,600.00	\$14,600.00	\$14,600.00	\$14,600.00
DeBaliviere Place	\$28,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
CWE South	\$20,800.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
Westminster-Lake	\$6,800.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00
Washington Place	\$5,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
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
WUMC	\$185,000.00				
Total	\$398,000.00				

CAMERA PROJECT MAINTENANCE AND ONGOING EXPENSES

Funding Stream	2021 Pledge	1/2 annual fee	1/2 annual fee
North SBD 47%	\$37,741.00	\$18,870.50	\$18,870.50
South SBD 20%	\$16,060.00	\$8,030.00	\$8,030.00
Southeast SBD 20%	\$16,060.00	\$8,030.00	\$8,030.00
WP/WL/WTRL SBD 13%	\$10,439.00		
Westminster Lake	\$3,479.67	\$1,739.83	\$1,739.83
Washington Place	\$3,479.67	\$1,739.83	\$1,739.83
Waterman Place	\$3,479.67	\$1,739.83	\$1,739.83

DeBaliviere Place Board of Commissioners Meeting
February 20th, 2020 at 9:00 AM
At Park Central Development - Zoom
4512 Manchester Ave; St. Louis, MO 63110

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

Board Members NOT Present: Bobbie Butterly

Others in Attendance: Alderwomen Heather Navarro, Shameem Clark-Hubbard (St. Louis City) Ashley Johnson, Abdul Abdullah (Park Central Development), Jim Whyte (Neighborhood Security Initiative), Charles Betts (TCF), Frank Eppert (ABNA), Margaret Riter (Steadfast City Economic & Community Partners – via video/phone

Public in Attendance via Phone: Mike Klenc

1. **Call to Order:**
 - a. S. Chakraverty called the meeting to order at 9:03 AM
2. **Security Update:**
 - a. J. Whyte gave an update on the security report and summarized calendar 2020 crime statistics. Total crime continues to be below the five-year average. However, there was a crime wave of robberies during 2020. Finally, total crime is down by 57.14% when compared to January, last year. J. Whyte will make some corrections to the Cooperative Agreement and resend the correct version.
 - b. C. Betts gave an update on the supplemental patrol strategy. Currently, there is greater focus on night and afternoon patrol shifts. The Metrolink area is not a priority due to construction and the cold weather. TCF is deploying a new app to help improve communication. Finally, replacement cameras have been ordered and will be installed once the weather improves.
 - c. Board discussed security cameras sunshine request protocols. All request will be forward to the NSI.
3. **Approval of Previous Months Minutes:** K. Ruth motioned to approve the previous month's meeting minutes; S. Chakraverty second. All in favor – motion passed.
4. **Budget Report:** A. Johnson read B. Butterly financial report, in her absence. N. Costello motioned to approve the financials. K. Ruth second. All in favor – motion passed.
5. **Pedestrian Lighting Project:** F. Eppert gave an update on the pedestrian lighting project. BPS signed the contract. The Board should expect a notice to proceed by the end of the month. Construction should start in March or April.
6. **Public Comments & Questions:**
 - a. N. Costello shared his thoughts about moving the meeting notice to the front page of the website for easy access.
 - b. M. Klenc suggested several changes to the website and volunteered to assist with changes. M. Klenc gave an update on the pet waste stations and requested \$25.00 to install a new station. S. Chakraverty motioned to approve the \$25.00 request for a new pet waste station; N. Costello second. All in favor – motion passed.

- c. A. Abdullah and Alderwoman Clark – Hubbard discussed the possibility of opening the gate at Clara and Delmar.
- d. M. Riter shared information on the development at 5612 - 5624 Waterman Boulevard. The development will include 60 units, underground parking, and tenet amenities.

7. Other Business:

8. Adjournment:

- a. Meeting adjourned at 10:30 AM.

DRAFT

1:45 PM

03/12/21

Accrual Basis

DeBaliviere Place
Balance Sheet
As of February 28, 2021

	<u>Feb 28, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1073 · Operating 6692	352,031.37
Total Checking/Savings	<u>352,031.37</u>
Total Current Assets	<u>352,031.37</u>
TOTAL ASSETS	<u>352,031.37</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2002 · Accounts Payable (A/P)	5,441.76
Total Accounts Payable	<u>5,441.76</u>
Total Current Liabilities	<u>5,441.76</u>
Total Liabilities	5,441.76
Equity	
3000*OE · Opening Balance Equity	499,566.89
32000 · Retained Earnings	-325,488.30
Net Income	172,511.02
Total Equity	<u>346,589.61</u>
TOTAL LIABILITIES & EQUITY	<u>352,031.37</u>

DeBaliviere Place
Profit & Loss Budget Performance
February 2021

	Feb 21	Jan - Feb 21	YTD Budget	Annual Budget
Income				
40000 · Revenue				
40100 · Tax	23,517.30	197,961.67	220,000.00	320,000.00
40200 · Interest Income	0.00	0.00	0.00	0.00
Total 40000 · Revenue	23,517.30	197,961.67	220,000.00	320,000.00
Total Income	23,517.30	197,961.67	220,000.00	320,000.00
Gross Profit	23,517.30	197,961.67	220,000.00	320,000.00
Expense				
60000 · Expenses				
61010 · Admin Fees- Park Central*	1,575.00	3,150.00	3,150.00	18,900.00
61020 · Legal	0.00	0.00	340.00	2,040.00
61030 · Insurance	0.00	0.00	0.00	0.00
61035 · Meeting Room	0.00	0.00	90.00	540.00
61045 · Office Supplies	0.00	0.00	33.40	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	12,333.40	74,000.00
Total 60000 · Expenses	1,575.00	3,150.00	15,946.80	95,680.00
6004 · Bank Charges & Fees	0.00	5.30		
61150 · Marketing & Promotions				
61160 · Website Maintenance	30.00	60.00	60.00	360.00
61170 · Advertising	0.00	0.00	190.00	1,140.00
Total 61150 · Marketing & Promotions	30.00	60.00	250.00	1,500.00
61250 · Public Maintenance				
61260 · Landscaping	0.00	0.00	1,666.70	10,000.00
61270 · Maintenance	0.00	131.09		
61280 · Pet Waste Stations	0.00	0.00	0.00	0.00
Total 61250 · Public Maintenance	0.00	131.09	1,666.70	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				
62010 · Patrols	4,796.88	13,812.51	19,166.70	115,000.00
62020 · Lighting/Cameras	0.00	0.00	1,666.70	10,000.00
62021 · Internet for Cameras	644.88	1,291.75	1,230.00	7,380.00
62022 · Camera Maintenance	0.00	0.00	1,166.70	7,000.00
62023 · Emergency Call Tower	0.00	0.00	4,166.70	25,000.00
62030 · NSI Membership	0.00	7,000.00	12,000.00	48,000.00
Total 62000 · Safety and Security	5,441.76	22,104.26	39,396.80	212,380.00
Total Expense	7,046.76	25,450.65	57,260.30	319,560.00
Net Income	16,470.54	172,511.02	162,739.70	440.00

Tax Bills Report 2/26/21

40 Tax Bills for 2020 outstanding	\$ 10,364
6 Tax Bills for 2019 outstanding	\$ 10,211
3 Tax Bills for 2018 outstanding	\$ 563
1 Tax Bills for 2017 outstanding	\$ 283.00
	\$ 21,421

DeBaliviere Place
Transaction List by Vendor
February 2021

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
Park Central					
Bill	02/10/2021	2021-02-10	Recurring Bill	61010 · Admin Fees- Park Central*	-1,575.00
Seafoam Media					
Bill	02/05/2021	2006382	Website	61160 · Website Maintenance	-30.00
Spectrum-formerly Charter Communications					
Bill	02/15/2021	0023856021521	Inv 0023856021521	62021 · Internet for Cameras	-644.88
The City's Finest LLC					
Bill	02/15/2021	INV-2999	Patrols	62010 · Patrols	<u>-4,796.88</u>
				Bills paid in February	-7,046.76