

**MONTHLY MEETING  
TO BE HELD  
April 16<sup>th</sup> at 9:00 a.m.  
at Park Central Development,  
4512 Manchester Ave.  
St. Louis, Mo. 63112**

**NOTICE & PROPOSED AGENDA**

**TAKE NOTICE** that on April 16<sup>th</sup> 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 Update
  - b. ABNA Lighting Engineering – Approval
- 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: 810 6264 4495, Meeting Link: <https://us06web.zoom.us/j/81062644495?from=addon>***

**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: 4-13-2022**

**Time Posted: 11:00 AM**

**DeBaliviere Place**  
**Balance Sheet**  
As of March 31, 2022

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	<u>Mar 31, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1073 · Operating 6692	513,420.18
<b>Total Checking/Savings</b>	<u>513,420.18</u>
<b>Total Current Assets</b>	<u>513,420.18</u>
<b>TOTAL ASSETS</b>	<u><b>513,420.18</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
3000*OE · Opening Balance Equity	499,566.89
32000 · Retained Earnings	-214,095.16
Net Income	<u>227,948.45</u>
<b>Total Equity</b>	<u>513,420.18</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>513,420.18</b></u>

## DeBaliviere Place Profit & Loss Budget Performance March 2022

	<u>Mar 22</u>	<u>Jan - Mar 22</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Income</b>				
40000 · Revenue				
40100 · Tax	4,309.52	266,364.34	120,000.00	320,000.00
<b>Total 40000 · Revenue</b>	<u>4,309.52</u>	<u>266,364.34</u>	<u>120,000.00</u>	<u>320,000.00</u>
<b>Total Income</b>	<u>4,309.52</u>	<u>266,364.34</u>	<u>120,000.00</u>	<u>320,000.00</u>
<b>Gross Profit</b>	<u>4,309.52</u>	<u>266,364.34</u>	<u>120,000.00</u>	<u>320,000.00</u>
<b>Expense</b>				
<b>60000 · Expenses</b>				
61010 · Admin Fees- Park Central*	1,575.00	4,725.00	4,725.00	18,900.00
61020 · Legal	0.00	0.00	510.00	2,040.00
61030 · Insurance	0.00	0.00	0.00	8,700.00
61035 · Meeting Room	0.00	0.00	135.00	540.00
61040 · Postage	0.00	9.80	50.06	200.00
<b>Total 60000 · Expenses</b>	<u>1,575.00</u>	<u>4,734.80</u>	<u>5,420.06</u>	<u>30,380.00</u>
<b>61150 · Marketing &amp; Promotions</b>				
61160 · Website Maintenance	60.00	90.00	100.03	400.00
61165 · Newsletter	0.00	769.23	1,000.03	4,000.00
<b>Total 61150 · Marketing &amp; Promotions</b>	<u>60.00</u>	<u>859.23</u>	<u>1,100.06</u>	<u>4,400.00</u>
<b>61250 · Public Maintenance</b>				
61260 · Landscaping	0.00	0.00	2,500.03	10,000.00
61280 · Pet Waste Stations	0.00	259.19	212.53	850.00
<b>Total 61250 · Public Maintenance</b>	<u>0.00</u>	<u>259.19</u>	<u>2,712.56</u>	<u>10,850.00</u>
<b>61350 · Infrastructure</b>				
61359 · Lighting Maintenance	0.00	0.00	750.00	3,000.00
<b>Total 61350 · Infrastructure</b>	<u>0.00</u>	<u>0.00</u>	<u>750.00</u>	<u>3,000.00</u>
<b>62000 · Safety and Security</b>				
62010 · Patrols	8,240.00	23,194.38	38,250.00	153,000.00
62020 · Cameras	0.00	0.00	2,500.03	10,000.00
62021 · Internet for Cameras	188.53	1,618.29	2,000.06	8,000.00
62022 · Camera Maintenance	0.00	0.00	1,750.03	7,000.00
62030 · NSI Membership	7,750.00	7,750.00	7,500.00	30,000.00
<b>Total 62000 · Safety and Security</b>	<u>16,178.53</u>	<u>32,562.67</u>	<u>52,000.12</u>	<u>208,000.00</u>
<b>Total Expense</b>	<u>17,813.53</u>	<u>38,415.89</u>	<u>61,982.80</u>	<u>256,630.00</u>
<b>Net Income</b>	<u><u>-13,504.01</u></u>	<u><u>227,948.45</u></u>	<u><u>58,017.20</u></u>	<u><u>63,370.00</u></u>

Tax Bills Report 4/3/22

27 Tax Bills for 2021 outstanding	5,536
6 Tax Bills for 2020 outstanding	\$ 1,035
3 Tax Bills for 2019 outstanding	\$ 9,171
	<u>\$ 15,741</u>

## DeBaliviere Place Transaction List by Vendor

Type	Date	Num	Month	Split	Amount
<b>CWENSI</b>					
Bill	03/01/2022	3303	1st Qtr 2022 NSI	62030 · NSI Membership	-7,750.00
<b>Park Central</b>					
Bill	03/15/2022	Mar 2022	Admin Fees	61010 · Pet Waste Stations	-1,575.00
<b>Seafoam Media</b>					
Bill	03/08/2022	2007219	Website	61160 · Website Maintenance	-30.00
Bill	03/08/2022	2007155	Website	61160 · Website Maintenance	-30.00
<b>Spectrum-formerly Charter Communications</b>					
Bill	03/01/2022	0023856000000	Inv 0023856022222-	62021 · Internet for Cameras	-188.53
<b>The City's Finest LLC</b>					
Bill	03/01/2022	INV-4558	Patrols	62010 · Patrols	-4,100.00
Bill Pmt -Check	03/09/2022	INV-4526	Patrols	62010 - Patrols	-4,140.00

<b>Bills Paid In March 2022</b>	<b>-17,813.53</b>
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**DeBaliviere Place Board of Commissioners Meeting**  
**March 15<sup>th</sup>, 2022 at 9:00 AM**  
**At Park Central Development - Zoom**  
**4512 Manchester Ave; St. Louis, MO 63110**

**Board Members Present:** Neill Costello, Charles Wiltsch, Bobbie Butterly, Sid Chakraverty, Amy Grace

**Board Members NOT Present:** Sherrone Beatty

**Others in Attendance:** Shameem Clark Hubbard, (St. Louis City), Jim Whyte (NSI), Ashley Johnson (Park Central Development)

**Public Comment Attendance:** Tracy Renison, Mike Klenc, Beverly Berner, Cheryl Hammond, Vincent Fazio, Katie Belisle, Donald Oberman

**1. Call to Order:**

- a. S. Chakraverty called the meeting to order at 9:02 AM

**2. Security Update:**

- a. J. Whyte gave the security report. February total crime is up 100% when compared to this time last year. However, he noted that the data is a little misleading because it is the beginning of the year. In addition, people are leaving their cars unattended due to the cold weather. The district is currently under budget. However, the surplus is a good thing as the district heads into the warmer months. J. Whyte updated the board on criminal incident that occurred within the district. He noted that video evidence was captured and turned over to the police department. J. Whyte gave a brief update on the Homeless Outreach Initiative. The initiative is effective and having a positive impact.

**3. Public Comments & Questions:**

- a. The SBD address several resident questions concerning the following:
  - i. Fountain repairs – money has been approved to repair the fountain. It will take time for the city to make the repair. The Alderwomen is looking into tree trimming around the fountain. The SBD only pay for the landscaping around the fountain. Vincent Fazio requested that the fountain be more kid friendly.
  - ii. Hudson completion - S. Chakraverty noted the project should be completed soon. Regarding a big hole near the Hudson development, he noted that it has nothing to do with the development. He believes that the city may be working on some public utilities.
  - iii. Waterman Lights – Beverly Berner and several other residents voiced their support for adding lights along Waterman – noting that Waterman is very dark that they have a lot of dog-walkers.

- 4. **Approval of Previous Months Minutes:** B. Butterly motioned to approve the previous month's meeting minutes; N. Costello second. All in favor – motion passed.

**5. Budget Report:**

- a. S. Chakraverty presented the financial report. S. Chakraverty motioned to approve the financials. A. Grace second. All in favor – motion passed.
6. **Website Update:** A. Grace summarize the website contract with the board. Upon discussion B. Butterly motioned to approve the contract. A. Grace second. All in favor – motion passed. S. Chakraverty requested information on security updated and how it works.
7. **District Newsletter:** Board reviewed the April newsletter articles. N. Costello asked the board if they had any comments and asked S. Chakraverty for more information on the Waterman Pool. S. Chakraverty noted that they are working to finalize the information and will send it over once it is complete. Upon discussion, the board voiced their support for the April issue newsletter.
8. **District Budget Priorities:** Board reviewed the cost estimates for installing new light poles along Waterman (between DeBaliviere and Belt) and along Clara. The Board also reviewed the cost for engineering services. Upon discussion, C. Wiltsch motioned to approve the engineering study for Waterman with the addition of Clara, N. Costello second. All in favor – motion passed.
9. **Other Business:**
  - a. **Annual Report:** A. Johnson submitted a draft of the 2021 annual report. She noted that the report is different from the newsletter being that it only summarized the district previous fiscal years activities. She also noted that this is a report that Park Central Development has done for the district in the past. B. Butterly mentioned that she believes it will cause confusion and doesn't want to post or share the newsletter.
10. **Adjournment:** S. Chakraverty motioned to adjourn; B. Butterly second. All in favor - meeting adjourned at 10:13 AM.



4140 Lindell Blvd  
St. Louis, MO 63108  
Phone: (314) 454-0222  
Fax: (314) 454-1235  
<http://www.abnacorp.com>

**March 30, 2022**

Ms. Ashley Johnson  
DeBaliviere Place Special Business District  
c/o Park Central Development Corporation  
4512 Manchester Avenue, Suite 100  
St. Louis, MO 63110

**SUBJECT: Pedestrian Street Lighting Design  
Waterman Blvd between Belt and DeBaliviere**

**PROFESSIONAL SERVICE AGREEMENT**

This Agreement is entered into by ABNA Engineering, Inc. (hereinafter, "ABNA") and DeBaliviere Place Special Business District (hereinafter, "SBD" or "Client").

ABNA has been engaged to provide certain professional services. Pursuant to these services, SBD desires ABNA to perform certain services and ABNA desires to perform such services for the Preparation of Plans, Specifications, and Construction Cost Estimates for Pedestrian Street Lighting on Waterman Blvd. between Belt and DeBaliviere. Therefore, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

**SCOPE OF SERVICES**

ABNA shall work as an extension of SBD's staff to design and coordinate the construction of this project with the St. Louis Board of Public Service (hereinafter "BPS"). It is understood that once design is complete that ABNA will turn over the Plans, Specifications, and Construction Cost Estimate to BPS for them to bid and manage the construction of this project.

More specifically, ABNA will:

1. Meet with SBD to review to the project goals, construction budget and schedule. Visit site with SBD to determine lighting needs on Clara from Pershing to Kingsbury.
2. Perform a site investigation to take measurements and photographs.
3. Contact the City Lighting Department to coordinate improvements and power source location.
4. Perform a topographic survey as necessary to establish existing conditions and the location of existing utilities.
5. Acquire location of street right-of-way from City records.
6. Prepare Preliminary Plans to show the location of existing and proposed lighting.
7. Submit plans to all utility companies having facilities within the project limits if required.
8. Submit plans to BPS and meet with City staff as necessary to discuss revisions.
9. Prepare Construction Documents incorporating comments from BPS.
10. Be available during bidding to answer bidder's questions.
11. Be available during construction to review contractor submittals and answer contractor's Requests for Information (RFI).
12. Make periodic site visits to observe the Contractor's progress and quality of work if requested by BPS. It is anticipated that BPS will manage bidding and construction.

**PERIOD OF PERFORMANCE**

ABNA anticipates work will start 10-business days after receipt of notice to proceed. Preliminary Plans will be ready for submittal 45 days thereafter. Construction Documents will be ready for submittal 30 days after receipt of Preliminary Plan review comments and approval by SBD and BPS.

**COMPENSATION**

For all work described herein, SBD shall pay ABNA a Lump Sum amount of **\$39,000**. Invoices will be submitted monthly based on the percent of work completed in the previous month.

**CHANGES**

The client may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase, or decrease, in ABNA's cost of, or time required for performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. No services for which an additional cost or fee will be charged by ABNA shall be furnished without the prior authorization of the client.

**PROJECT CONTACT**

SBD's contact shall be Ms. Ashley Johnson and she can be reached at 314-535-5311 or email: [Ashley@pcd-stl.org](mailto:Ashley@pcd-stl.org).

ABNA's contact shall be Mr. Franklin P. Eppert PE who will be our Project Manager and he can be reached at 314-454-0222 ext. 1148 or email [feppert@abnacorp.com](mailto:feppert@abnacorp.com).

**ACCEPTANCE BY CONTRACTING PARTIES**

Signing of this Agreement indicates understanding and acceptance of the attached terms and conditions herein. This executed agreement will serve as authorization to proceed. Please execute and return one fully executed copy to ABNA either by mail or electronically as a PDF file.

**ABNA Engineering, Inc.**

**DeBaliviere Place Special Business District**

By:   
Name: David A. Diestelkamp, PE  
Title: Operations Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional services are made a part of the Professional Services Agreement between ABNA Engineering, Inc. (ABNA) and Central West End Southeast Special Business District (SBD or Client) dated 2021.

This agreement may be amended in writing providing both the Client and ABNA Engineering Inc. (ABNA) agree to such modifications. This contract constitutes the entire agreement between the parties and no oral agreements, statements or representations are a part of this agreement.

## COMPENSATION FOR SERVICES

The basis for compensation will be as identified in the agreement. All items not covered in this agreement and requested by the Client will be performed at an agreed upon fee.

When "Lump Sum" Fee is utilized, it shall include all labor incurred by ABNA and shall not exceed the fixed payment amount without prior authorization of the Client.

All expenses and/or outside services will be billed the responsibility of ABNA unless specifically otherwise provided in the Agreement.

## INVOICE AND PAYMENT

ABNA may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for services will be due within 30 days of receipt by Client of such invoice.

If the Client fails to make any payment due ABNA for services and expenses within the period specified, a service charge of 1% per month will be added to the Client's account. This is an annual rate of 18%. If Client fails to fully and timely make any payment due to ABNA, ABNA may, without any liability or prior notice to Client, suspend all work under this contract until such payment is made, with interest as provided herein.

The Client will holdback 10% on all invoices until Client has an opportunity to review and approve the completed services/work relating to that invoice.

The Client shall pay the cost of the employees of ABNA engaged in connection with collection of any delinquent amounts at the rates specified in ABNA's current rate schedule for the time spent.

If legal or collection services are employed to collect any outstanding bills, any expenses and distribution, including reasonable attorneys' fees and court cost shall be paid by Client.

## LIMITATION OF LIABILITY

Except with respect to a party's indemnification obligations hereunder or a party's gross negligence or willful misconduct, in no event shall either ABNA or Client be liable for any indirect, special, or consequential loss or damage of any type whatsoever arising out of the performance of the work on this project including, but not limited to, loss of use, loss of income, or business interruption, whether caused by the negligence of such party, or otherwise.

## REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by ABNA pursuant to this Agreement are instruments of service and shall be the property of the Client. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written consent or adaptation by ABNA will be at Client's sole risk, and without liability to ABNA. The Client shall indemnify and hold harmless ABNA from all claims, damages, losses, and expenses including attorney's fees arising out of unauthorized reuse. Any such reuse will entitle ABNA to further compensation at rates to be agreed upon by Client and ABNA.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. However, if ABNA's electronic files are delivered to the Client for Client's delivery without modification to Owner, the 60-day acceptance period for ABNA's files shall not begin until said files have been delivered to Owner. Any errors detected within stored in electronic media format after acceptance by Client.

If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

When transferring documents in electronic media format, neither ABNA nor Client make representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ABNA or the Client, respectively, at the completion of This Part of the Project.

The Client and Owner may make and retain copies of Documents for information and reference in connection with the use and occupancy of This Part of the Project by Owner or Client's related design services. Such Documents are not intended or represented to be suitable for re-use by Client, Client's consultants, Owner, or others on extensions of This Part of the Project or on any other project. Any such re-use or modification without written verification or adaptation by ABNA as appropriate for the specific purpose intended will be at the re-user's sole risk and without liability or legal exposure to ABNA or ANBA's consultants. The Client shall indemnify and hold harmless ABNA and ABNA's Consultants from all damages, losses, and expenses, including attorneys' fee arising out of or resulting therefrom.

Any verification or adaptation of the Documents for extensions of This Part of the Project or for any other project will entitle ABNA to further compensation at rates to be agreed upon by the Client and ABNA.

## UTILITIES AND BURIED STRUCTURES

In the prosecution of our work, ABNA will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

## GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties herein, shall be governed by the laws of the State of Missouri.

covering all claims, damages, and liabilities for personal injury, death, or damage to or loss of property arising from, connected with, or attributable to the acts or omissions of ABNA in the amount of \$2,000,000 per claim and in the aggregate.

All insurance policies required of ABNA under this Agreement: (a) must be primary and non-contributory, (b) must be issued by a reputable insurance company, and (c) must name Client as an additional insured party, except for the WC coverage.

#### INDEMNIFICATION

To the fullest extent permitted by law, each party to this Agreement (the "Indemnifying Party") shall indemnify and hold the other party to this Agreement (the "Indemnified Party") harmless from and against any and all claims, damages, losses, suits, actions or expenses, including, but not limited to, attorney's fees caused by or arising out of: (a) the negligence or willful misconduct of the Indemnifying Party, its subcontractors, and/or any of their respective employees or agents in connection with this Agreement, (b) any actual alleged violation by the Indemnifying Party, its agents, employees or subcontractors, of any statute, ordinance, rule or regulation, or (c) any misrepresentation, breach of warranty, or breach or non-fulfillment of any obligation or agreement made by the Indemnifying Party under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

#### TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective in that substantial failure has been remedied before expiration of the period in written notice. In the event of termination because of default by Client, Client will pay ABNA for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three (3) months, prior to completion of all work covered by this agreement, ABNA may, in its sole discretion, complete such analysis and other work necessary to complete required files and may also complete a report on the services performed to the notice date of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records and reports billable at ABNA's standard hourly rates. In the event any phase of the project is delayed for reasons beyond ABNA's control, unbilled work will be invoiced at the standard hourly rates for the actual number of hours expended.

#### REPRESENTATIONS AND WARRANTIES

ABNA will employ its reasonable best efforts in the performance of this Agreement, and the employment of such efforts shall be consistent with the highest professional and technical standards and practices currently existing in the industry with respect to such services.

#### RENOVATION/REHABILITATION OF EXISTING STRUCTURES

Where the work involves remodeling and/or rehabilitation of an existing structure, Client agrees that certain assumptions must be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure.

#### ASBESTOS AND HAZARDOUS WASTES

Where the SCOPE OF SERVICES includes asbestos abatement and/or hazardous waste/remediation, Client agrees that the handling or removal of asbestos, asbestos products, and hazardous wastes involves certain health risks which require specific safety measures. ABNA will be responsible for safety and safety measures of ABNA employees only. The Client is responsible for his own negligence and safety measures for the protection of the Client's employees, contractors, subcontractors, and the public.

When the SCOPE OF WORK does not include asbestos and/or hazardous wastes and if, during the performance of work, the presence of hazardous or toxic materials or substances, which are not being properly or safely handled or disposed of, is discovered or suspected by ABNA, ABNA shall be permitted to immediately cease all work on the project which requires contact with or exposure to such hazardous or toxic materials, until Client has made arrangements satisfactory to ABNA for the removal, disposal or handling of same.

Nothing in this agreement shall impose any responsibility or liability on ABNA for claims, lawsuits, expenses, or damages arising from, or in any manner related to, the exposure to, or the handling, manufacture or disposal of asbestos, asbestos products, or any other hazardous waste or toxic substance of any kind, as so designated by federal, state, or local governmental entities or agencies.

#### INSURANCE

ABNA shall, during the Term of this Agreement, maintain in force the below-discussed insurance coverage at its own cost and expense. Certificates for all such policies of insurance shall be provided to Client, upon request in writing.

Commercial General Liability ("CGL") insurance for property loss or damage and personal or bodily injury or death of any person with a combined single limit of \$1,000,000 per occurrence, and aggregate coverage of \$2,000,000.

Workers' compensation ("WC") insurance for the payment of claims for bodily injuries, including death or disease sustained by employees in the amount of statutory limits under applicable law.

Automobile insurance for all motor vehicles used in connection with this Agreement with coverage limits not less than \$1,000,000 per accident.

To the extent the activities under this Agreement can be covered by professional liability insurance, then ABNA shall also maintain professional liability insurance