

#### MONTHLY MEETING <u>TO BE HELD</u> June 18<sup>th</sup> at 9:00 a.m. at Forest Park Visitors Center - Voyager Room 5595 Grand Dr. St. Louis, Mo. 63112

#### **NOTICE & PROPOSED AGENDA**

**TAKE NOTICE** that on June 18<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
- 3. Public Comment (5 Minutes Per Speaker)
- 4. Approval of Previous Month Minutes
- 5. Budget Report
  - a. Finance Report
- 6. Other Business
  - a. Administrative Contract Renewal Approval
  - **b.** Pet Waste Station Mike Klenc
  - c. Website Update Approval
  - **d.** ABNA Lighting Engineering
- 7. Adjournment

**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: 6-16-2022 Time Posted: 11:00 AM

• DeBaliviere Place Special Business District •

#### DeBaliviere Place Board of Commissioners Meeting May 21<sup>st</sup>, 2022, at 9:00 AM At Forest Park Visitors Center – Voyager Room 5595 Grand Dr. St. Louis, MO 63112

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

#### Board Members NOT Present: -Sid Chakraverty, Sherrone Beatty

**Others in Attendance:** Jim Whyte (NSI); Frank Eppert (ABNA); Ashley Johnson (Park Central Development)

#### Public Comment Attendance: Mike Klenc, Tracy Renson

#### 1. Call to Order:

a. B. Butterly called the meeting to order at 9:00 AM

#### 2. Security Update:

- a. J. Whyte gave the security report. April total crime is up 95.2% when compared to this time last year. Property crime, specifically vehicle thief, has doubled. Also, the city just named a new Police Chief. Police are moving to 12-hour overtime shifts. This may impact the district's ability to fill patrol shifts and the district's summer activities. The homeless outreach engagement is going well and is having a positive impact. B. Butterly asked to remove TCF from the agenda. Referencing the NSI Camera Maintenance contract, J. Whyte clarified there are multiple cameras on a site. Lastly, J. Whyte noted he will ask the officers to pay attention to car violations.
  - i. Camera Service Agreement: Upon review, N. Costello motioned to approve the camera service agreement; C. Wiltsch second. All in favor motion passed.

#### 3. Public Comments & Questions:

- a. T. Renson shared several district improvements updates with the board. T. Renson asked the board if they would be willing to purchase green trash bins for the sidewalk.
  B. Butterly suggested contacting the Alderperson. Lastly, she asked if there will be 'No Parking' and 'Loading' signs place in front of Sid's development. B. Butterly will find out if his development project intends to put up signs.
- b. M. Klenc request using language from the district ordinance in all district's official communication. Also, he would like to change the wording on the district About Us page on the website. Lastly, he noted that public comments received from the website should be acknowledge during the meeting.
- c. B. Butterly asked A. Johnson to send a memo to the Alderpeople highlighting what came up during public comment.
- 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. B. Butterly presented the financial report. A. Grace motioned to approve the financials. N. Costello second. All in favor – motion passed.

#### 6. Other Business:

- a. Website Update: A. Johnson presented the final draft of the website. Upon discussion,
   N. Costello motioned to approve the website; A. Grace second. All in favor motion passed.
- b. ABNA Lighting Engineering: F. Eppert gave an update on engineering study. 52 lights are planned for Waterman and 11 for Clara. He noted that Clara would be add an extra \$130,000 to the budget. He estimates the cost per light to be \$12,000. He asked to meet a board member to walk the site and place dots where the light poles should go. He would like to meet in the evening to get a sense of the night light. N. Costello volunteered to walk the site. Board asked A. Johnson to invite the Alderperson to the next meeting.
- **7.** Adjournment: N. Costello motioned to adjourn; A. Grace second. All in favor meeting adjourned at 10:10 AM.

### DeBaliviere Place Balance Sheet As of May 31, 2022

May 31, 22
471,772.50
471,772.50
471,772.50
471,772.50
499,566.89 -214,095.16 186,300.77
471,772.50
471,772.50

## DeBaliviere Place Profit & Loss Budget Performance May 2022

	May 22	Jan - May 22	YTD Budget	Annual Budget
Income				
40000 · Revenue				
40100 · Tax	3,072.59	270,101.96	120,000.00	320,000.00
Total 40000 · Revenue	3,072.59	270,101.96	120,000.00	320,000.00
Total Income	3,072.59	270,101.96	120,000.00	320,000.00
Gross Profit	3,072.59	270,101.96	120,000.00	320,000.00
Expense				
60000 · Expenses				
61010 · Admin Fees- Park Central*	1,575.00	7,875.00	7,875.00	18,900.00
61020 · Legal	0.00	0.00	850.00	2,040.00
61030 · Insurance	0.00	0.00	0.00	8,700.00
61035 · Meeting Room	160.00	160.00	225.00	540.00
61040 · Postage	0.00	9.80	83.38	200.00
Total 60000 · Expenses	1,735.00	8,044.80	9,033.38	30,380.00
61150 · Marketing & Promotions				
61160 · Website Maintenance	30.00	4,150.00	166.69	400.00
61165 · Newsletter	870.15	1,639.38	1,666.69	4,000.00
Total 61150 · Marketing & Promotions	900.15	5,789.38	1,833.38	4,400.00
61250 · Public Maintenance				
61260 · Landscaping	467.00	934.00	4,166.69	10,000.00
61280 · Pet Waste Stations	137.88	465.54	354.19	850.00
Total 61250 · Public Maintenance	604.88	1,399.54	4,520.88	10,850.00
61350 · Infrastructure				
61359 · Lighting Maintenance	0.00	0.00	1,250.00	3,000.00
Total 61350 · Infrastructure	0.00	0.00	1,250.00	3,000.00
62000 · Safety and Security				
62010 · Patrols	12,940.00	48,694.38	63,750.00	153,000.00
62020 · Cameras	1,470.00	1,470.00	4,166.69	10,000.00
62021 · Internet for Cameras	694.89	2,903.09	3,333.38	8,000.00
62022 · Camera Maintenance	0.00	0.00	2,916.69	7,000.00
62030 · NSI Membership	7,750.00	15,500.00	15,000.00	30,000.00
Total 62000 · Safety and Security	22,854.89	68,567.47	89,166.76	208,000.00
Total Expense	26,094.92	83,801.19	105,804.40	256,630.00
Income	-23,022.33	186,300.77	14,195.60	63,370.00

Tax Bills Report 6/2/22	
22 Tax Bills for 2021 outstanding	3,502
6 Tax Bills for 2020 outstanding	\$ 1,034
2 Tax Bills for 2019 outstanding	\$ 9,070
	\$ 13,606

# **DeBaliviere Place** Transaction List by Vendor May 2022

Туре	Date	Num	Memo	Split	Amount
CWENSI					
Bill	05/01/2022	3318	2nd Qtr 2022 NSI	62030 · NSI Membership	-7,750.00
Bill	05/01/2022	Inv 3319	1st and 2nd Cameras	62020 - Cameras	-1,470.00
Dog Waste Depot					
Bill Pmt -Check	05/11/2022	Bill.com	Inv 478608	2002 · Accounts Payable (A/P)	-137.88
Forest Park Forever					
Bill	05/05/2022	5.5.22	Room Rental for Board Meetings through Dec 2022	61035 · Meeting Room	-160.00
Park Central					
Bill	05/09/2022	2022-05-09		61010 · Admin Fees- Park Central*	-1,575.00
Presort, Inc					
Bill Pmt -Check	05/02/2022	Bill.com	Inv 329969	2002 · Accounts Payable (A/P)	-870.15
Seafoam Media					
Bill	05/05/2022	2007346	Website	61160 · Website Maintenance	-30.00
Spectrum-formerly C	Charter Commu	nications			
Bill	05/03/2022	0023856042222	Inv 0023856042222-	62021 · Internet for Cameras	-694.89
The City's Finest LL	C				
Bill	05/01/2022	INV-4662	Patrols	62010 · Patrols	-5,580.00
Bill	05/03/2022	INV-4655	Patrols	62010 · Patrols	-7,360.00
Top Care					
Bill	05/12/2022	197652	Inv 197652	61260 · Landscaping	-467.00

Bills Paid in May	-26,094.92

#### AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2022 by and between <u>DeBaliviere Place Special Business District</u>, a Missouri political subdivision (hereinafter "Client") and PARK CENTRAL DEVELOPMENT CORPORATION, a Missouri non-profit corporation (hereinafter "Independent Contractor").

#### **RECITALS:**

A. Client desires to engage Independent Contractor as an independent contractor to provide the Services described in Section 3 below.

B. Independent Contractor has agreed to provide such Services to Client upon the terms and conditions set forth herein.

C. The parties desire to enter into this Agreement for the purposes of memorializing their agreements.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Independent Contractor and Client agree as follows:

<u>1.</u> <u>Engagement</u>. Client hereby engages Independent Contractor to provide the Services, as defined below, and Independent Contractor hereby agrees to provide the Services, upon the terms and conditions set forth herein.

<u>2.</u> <u>Term</u>. Subject to Section 10 hereof, the term of this Agreement shall commence on <u>July</u> <u>1, 2022</u> and shall end on or before <u>June 30, 2024</u> (the "**Term**"), except in respect of Sections 8 and 12 hereof which shall continue in effect thereafter in accordance with their terms.

<u>3.</u> <u>Services</u>. Independent Contractor hereby covenants to provide the following services (the "Services") to Client:

(a) provide administrative services to Client, all as more particularly described in the work plan (the "**Scope of Work**"), a copy of which is attached hereto as <u>Exhibit A</u>.

During the Term, Independent Contractor shall perform the Services, or cause the Services to be performed, herein pursuant to the terms more particularly described herein and in the Scope of Work. Independent Contractor and Client shall work in good faith with each other in order for Independent Contractor to perform the Services. Independent Contractor reserves the right to charge Client for any additional services provided outside of the Scope of Work or this Agreement. Client shall do no act which conflicts with the business of Independent Contractor or which would, in any way, jeopardize the interests and mission of Independent Contractor. Independent Contractor reserves the right to stop any meeting if it believes there is a violation of the Missouri Sunshine Law (Mo. Rev. Stat. §§610.010 to 610.200).

<u>4.</u> <u>Compliance with Laws</u>. Both parties shall comply with and give all notices required by all county, municipal, state, federal and other applicable governmental authorities' laws, ordinances, rules, regulations, statutes or codes, now in force, or which may hereafter be in force, if any, pertaining to the performance and implementation of the Services or this Agreement, all at Client's sole cost and expense.

<u>5.</u> <u>Compensation</u>. Client shall pay to Independent Contractor the sum of Twenty-Two Thousand, Six Hundred and Eighty 00/100 Dollars (\$22,680.00) for the performance of the Services. Upon the termination of this Agreement, Client shall pay to Independent Contractor all compensation earned by Independent Contractor pursuant to the terms hereof prior to such termination and direct expenses accrued before the date of termination but not yet reimbursed in accordance with this Agreement. Client shall pay Independent Contractor One Thousand, Eight Hundred and Ninety 00/100 Dollars (\$1,890.00) seven days following the execution of this Agreement. Independent Contractor shall provide a monthly invoice to Client by the tenth day of each month in the amount of One Thousand, Eight Hundred and Ninety 00/100 Dollars (\$1,890.00) due and payable by the twentieth day of each month.

<u>6.</u> Independent Contractor. The parties hereto acknowledge that Independent Contractor is an independent contractor and not an employee of Client in any respect, including but not limited to the Services performed hereunder. THE MEANS, METHODS AND TIMING OF INDEPENDENT CONTRACTOR'S PERFORMANCE OF THE SERVICES HEREUNDER SHALL BE LEFT TO THE SOLE DISCRETION OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR SHALL NOT BE SUBJECT TO ANY DIRECTIVE, CONTROL OR DISCIPLINARY POWERS OF CLIENT, OR THE PROCEDURES, ORDERS, WORK SCHEDULES OR RULES OF CLIENT. Nothing contained in this Agreement shall be construed to create any employment relationship between Client and Independent Contractor. Client and Independent Contractor shall act as independent contractors and neither shall be or be deemed the partner or joint-venturer of the other for the purposes of this Agreement.

<u>7.</u> <u>Expenses</u>. Independent Contractor will be reimbursed for any expense incurred in connection with the performance of the Services under this Agreement, with invoices or receipts to be provided to Client upon request.

<u>8.</u> <u>Limitation of Liability</u>. In no event will Independent Contractor be liable to Client for any consequential, incidental, special, exemplary, punitive, lost profits, indirect or similar damages, even if it has been advised or is aware of the likelihood of such damages. Independent Contractor's total cumulative liability under this agreement will not exceed amounts paid by Client for services provided under this Agreement. This limitation will apply, regardless of whether any remedy set forth herein fails of its essential purpose and regardless of whether a claim or action sounds in contract, tort, negligence, strict liability, contribution, indemnity or any other legal theory. For the avoidance of doubt, Independent Contractor shall not be liable, and Client shall not rely on Independent Contractor, for Client's compliance with the Missouri Sunshine Law and Independent Contractor shall not under any circumstances be held liable for any costs, losses, expenses, or damages relating thereto. Further, Client shall be fully responsible and liable for the acts or omissions of its employees, officers, directors, agents, and other representatives. The provisions of this Section 8 shall survive the termination of this Agreement.

<u>9.</u> <u>Licenses, Permits, etc.</u> Client shall acquire, and maintain at its own expense, any and all permits and licenses, if any, necessary or appropriate for Independent Contractor to perform the Services hereunder.

<u>10.</u> <u>Termination</u>. Independent Contractor may terminate this Agreement for any reason and at any time, upon giving 30 days' prior written notice thereof to Client at the address stated below. Client acknowledges and agrees that Independent Contractor may terminate this Agreement for any reason, and in particular for any of the following reasons: (i) breach by Client of this Agreement, (ii) Client's dishonesty or fraud relating to Independent Contractor's performance of the Services or information provided to Independent Contractor, or (iii) conduct by Client which damages or could damage relations between Independent Contractor and other clients or the surrounding community, including but not limited to, the St. Louis community. Client may terminate this Agreement if Independent Contractor breaches any material obligation provided in this Agreement and fails to cure that breach within thirty (30) days after its receipt of written notice identifying the breach.

<u>11.</u> <u>Notices</u>. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally (which shall include delivery by national overnight courier service) or sent by registered or certified mail, postage pre-paid, and addressed as set forth below:

If to Park Central Development Corporation:

4512 Manchester, Suite 100 St. Louis, MO 63110 Phone: 314-535-5311 Email: Abdul@PCD-STL.org

If to **Client** (including for requests pursuant to the Missouri Sunshine Law) :

Phone:		 
Fax:		
Email:		

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

<u>12.</u> Indemnification. Client shall indemnify and hold harmless Independent Contractor, and Independent Contractor's officers, directors, shareholders, partners, joint ventures, employees, agents, staff, affiliates, successors and assigns from and against all claims, damages, liabilities, demands, actions, losses, fines and penalties, and expenses, including but not limited to attorneys' fees and costs and expenses, arising out of or resulting from any and all third party subpoenas served on Independent Contractor, or other discovery requests directed to Independent Contractor, relating to documents, testimony or other information in Independent Contractor's possession or control as a result of the Services performed by Independent Contractor under this Agreement, or arising from or resulting from the performance of the Services, or breach of this Agreement by Client, including but not limited to, Client's noncompliance with applicable laws. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Section 12 in addition to all rights and remedies available at law or in equity. This indemnification shall survive the termination of this Agreement.

<u>13.</u> <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, representations or agreements relating thereto.

<u>14.</u> <u>No Assignment</u>. This Agreement shall not be assignable by either party hereto, in whole or in part, without the prior written consent of the other party.

<u>15.</u> <u>Illegality</u>. The illegality or unenforceability of any of the terms of any section or provision of this Agreement shall not affect the legality or enforceability of any of the terms of any other such paragraph or provision and this Agreement shall be interpreted and construed as if any such illegal or unenforceable terms were omitted therefrom.

<u>16</u>. <u>Modifications</u>. This Agreement may not be modified or amended except by written instrument executed by both parties.

<u>17</u>. <u>Governing law</u>. This Agreement shall be governed by the laws of the State of Missouri without reference to its conflict of law provisions.

<u>18</u>. <u>Authority</u>. Client represents and warrants to Independent Contractor that this Agreement has been validly executed and delivered by Client and constitutes a binding obligation of Client enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Client will not result in any breach or default under any term or provision of any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation to which Client is a party or by which Client may be bound or which applies to Independent Contractor's performance of the Services.

<u>19</u>. <u>Multiple Originals</u>. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered is an original. All counterparts together constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

CLIENT:

#### INDEPENDENT CONTRACTOR:

DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT

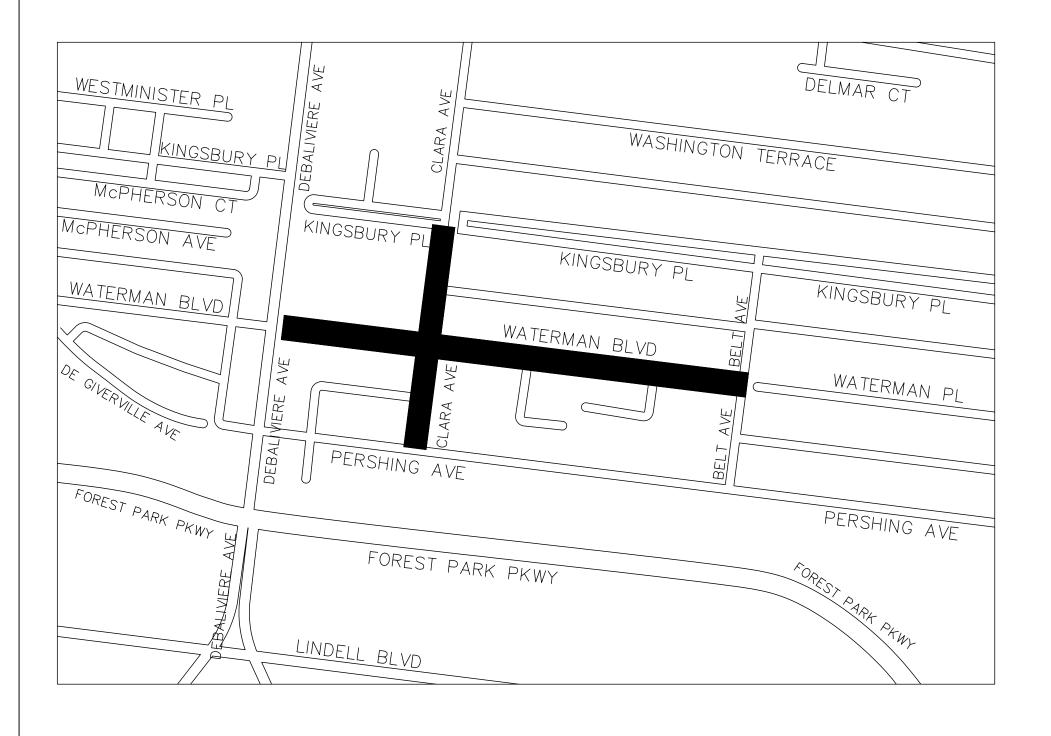
PARK CENTRAL DEVELOPMENT CORPORATION

By:			
Name:			
lts:			

By:			
Name:			
lts:			

### EXHIBIT A

Work plan attached on following pages





PEDESTRIAN STREET LIGHTS WATERMAN BLVD. BETWEEN BELT AVE. AND DEBALIVIERE AVE. ST. LOUIS, MO. 63112 BPS Project No. R-2022-XX-XXX



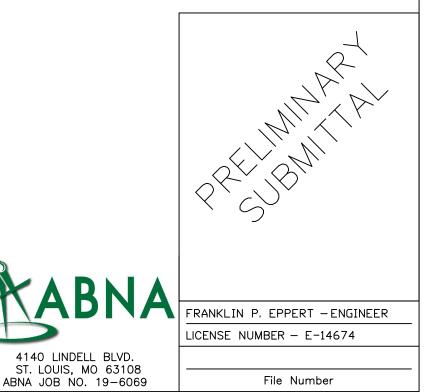
DEPARTMENT OF THE PRESIDENT BOARD OF PUBLIC SERVICE RICHARD T. BRADLEY, P.E. PRESIDENT

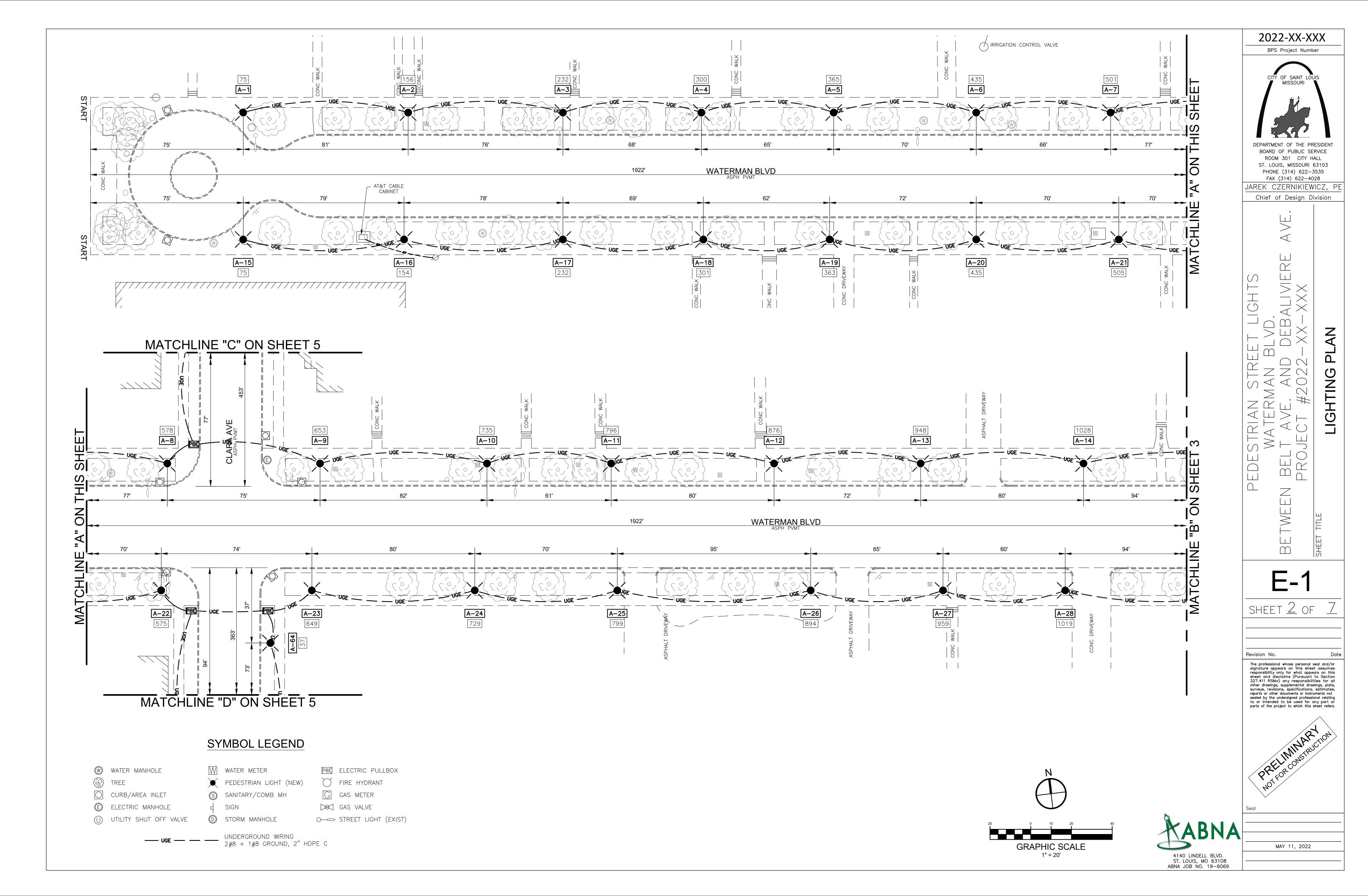
JUNE 11, 2022

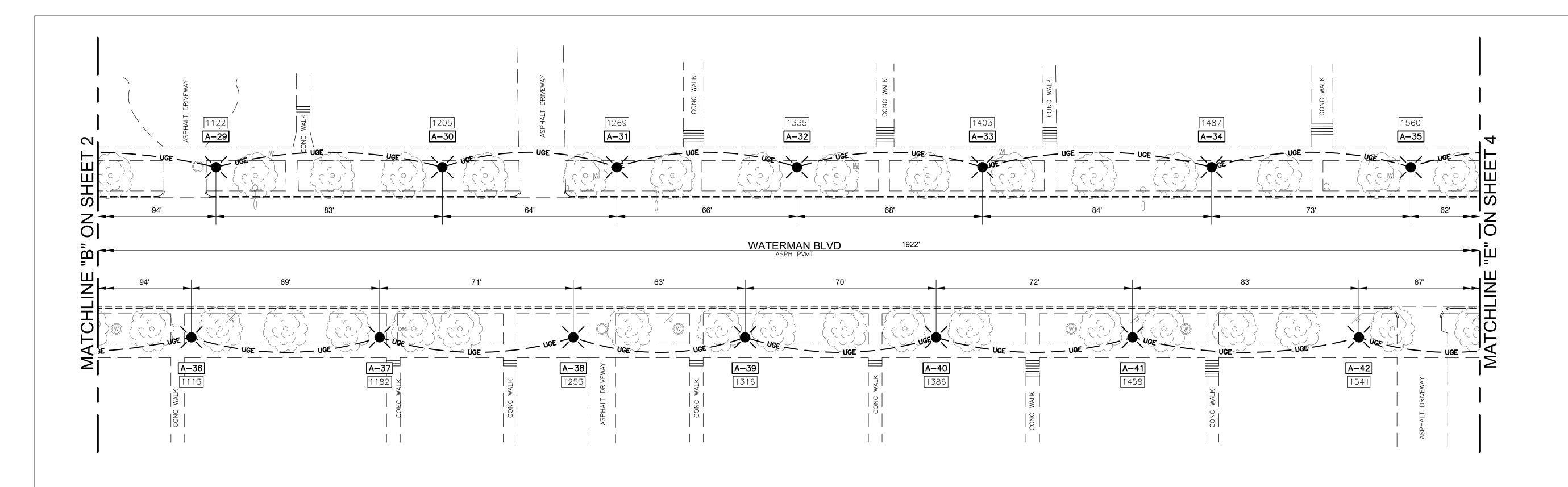


# INDEX OF DRAWINGS

	COVER SHEET
—	LIGHTING PLAN E-1
	LIGHTING PLANE-2
	LIGHTING PLAN
—	LIGHTING PLANE-4
	LIGHTING DETAILS
—	LIGHTING SUBSTATION DETAILS AND
	PANEL SCHEDULE E-6







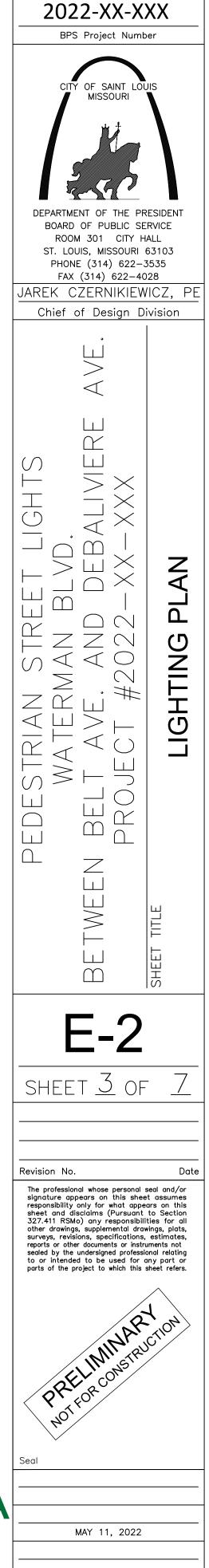
# SYMBOL LEGEND

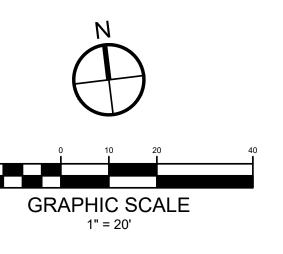
- WATER MANHOLE
- وَنَانَ TREE
- O CURB/AREA INLET
- E ELECTRIC MANHOLE
- U UTILITY SHUT OFF VALVE

—— UGE ——

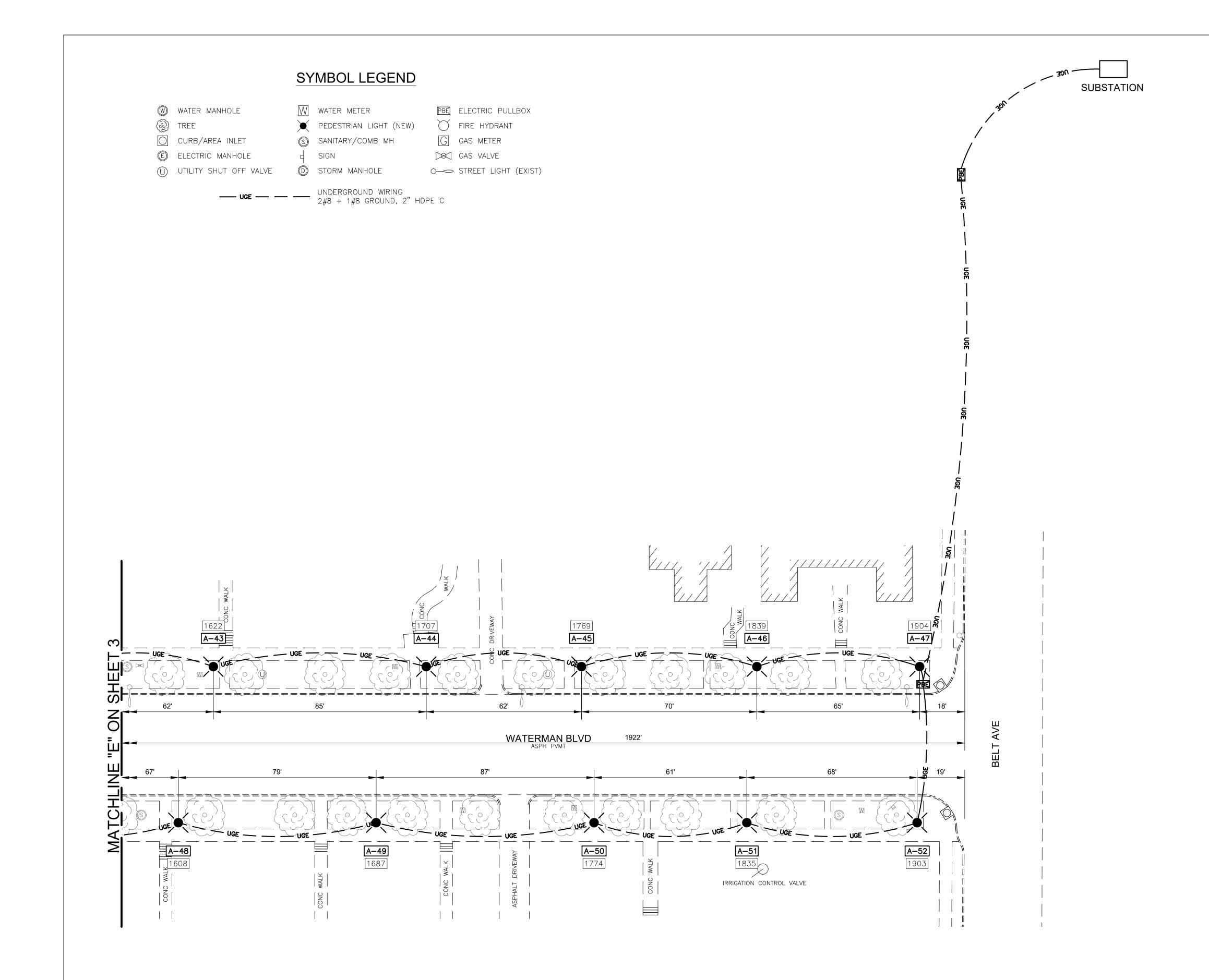
- WATER METER
- PEDESTRIAN LIGHT (NEW)
- SANITARY/COMB MH
- D STORM MANHOLE
- PBE ELECTRIC PULLBOX
- FIRE HYDRANT
- G GAS METER
- D& GAS VALVE
- 0- STREET LIGHT (EXIST)

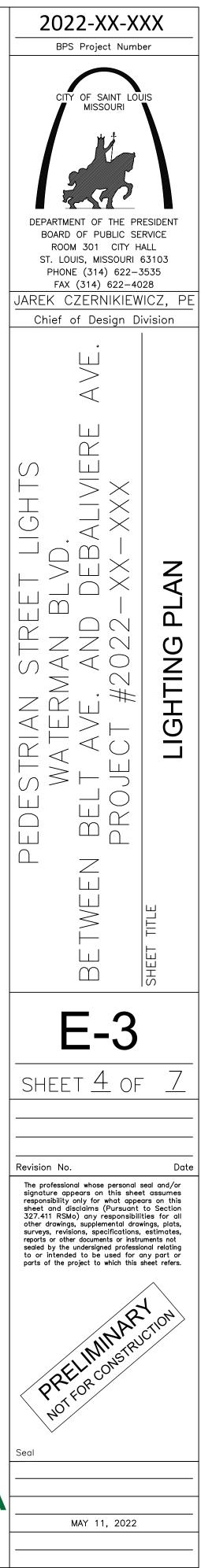
UNDERGROUND WIRING 2#8 + 1#8 ground, 2"hdpe c

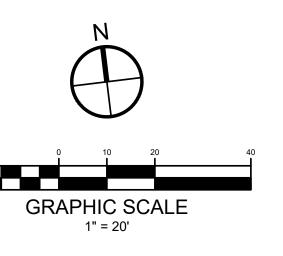




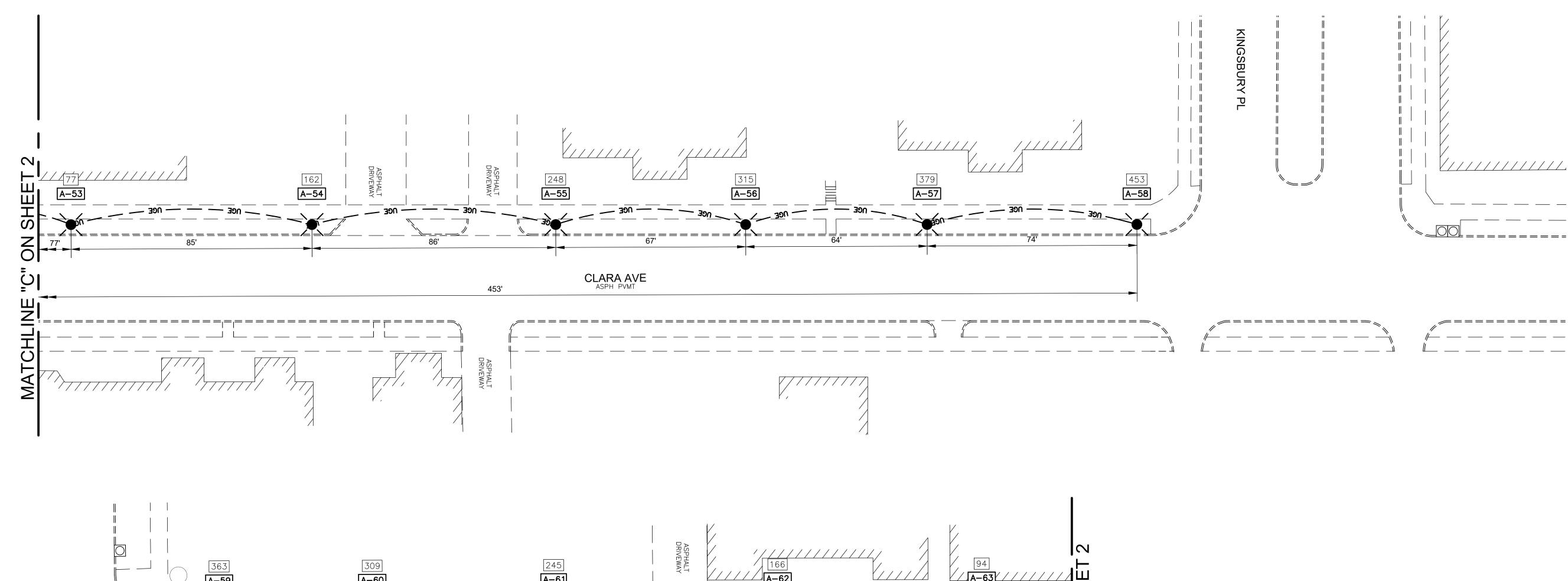




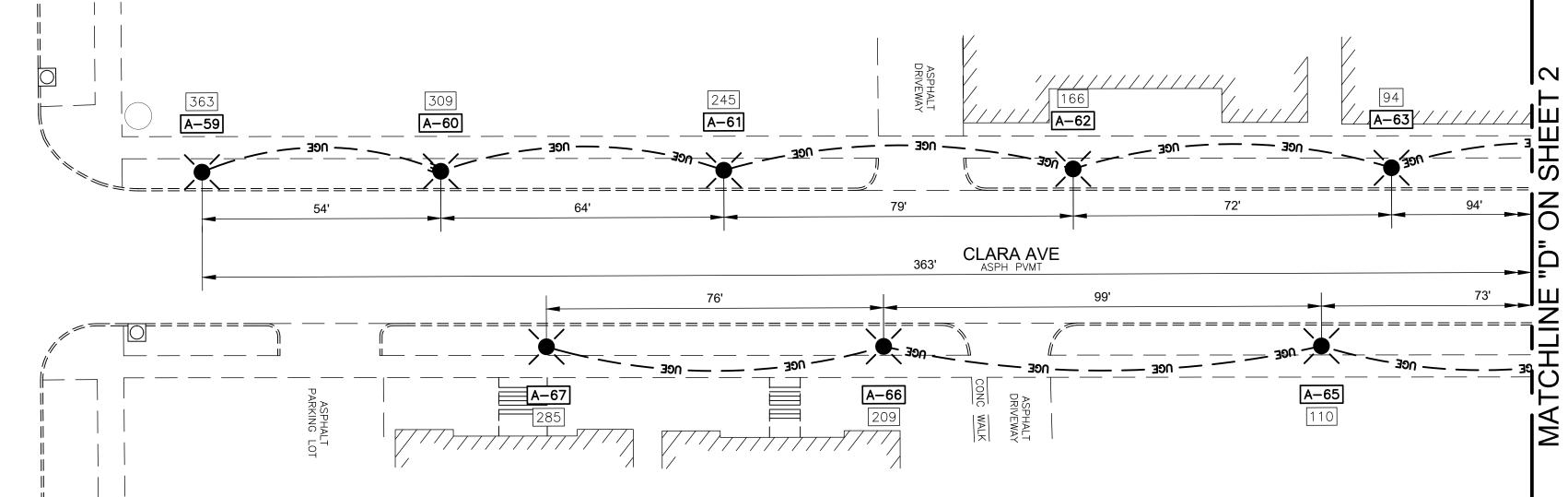




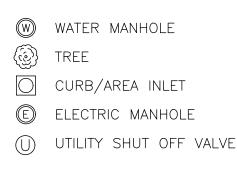








## SYMBOL LEGEND

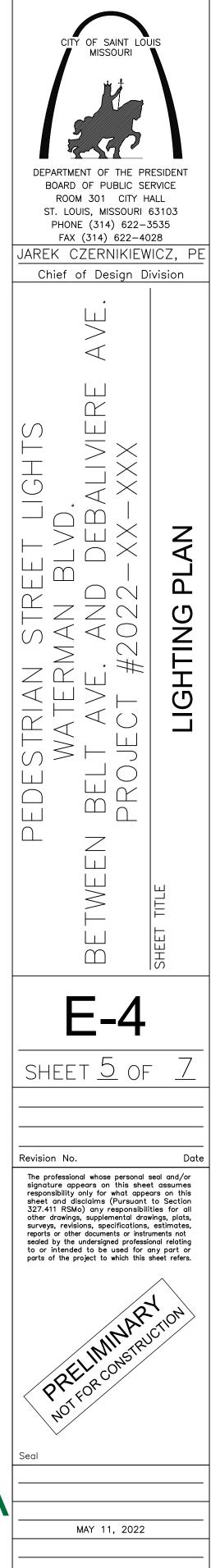


—— UGE ——

- W WATER METER
- PEDESTRIAN LIGHT (NEW)
- S SANITARY/COMB MH
- SIGN
- D STORM MANHOLE

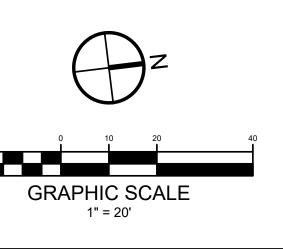
UNDERGROUND WIRING 2#8 + 1#8 GROUND, 2"HDPE C

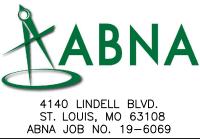
- PBE ELECTRIC PULLBOX
- FIRE HYDRANT
- G GAS METER
- GAS VALVE
- O−−− STREET LIGHT (EXIST)

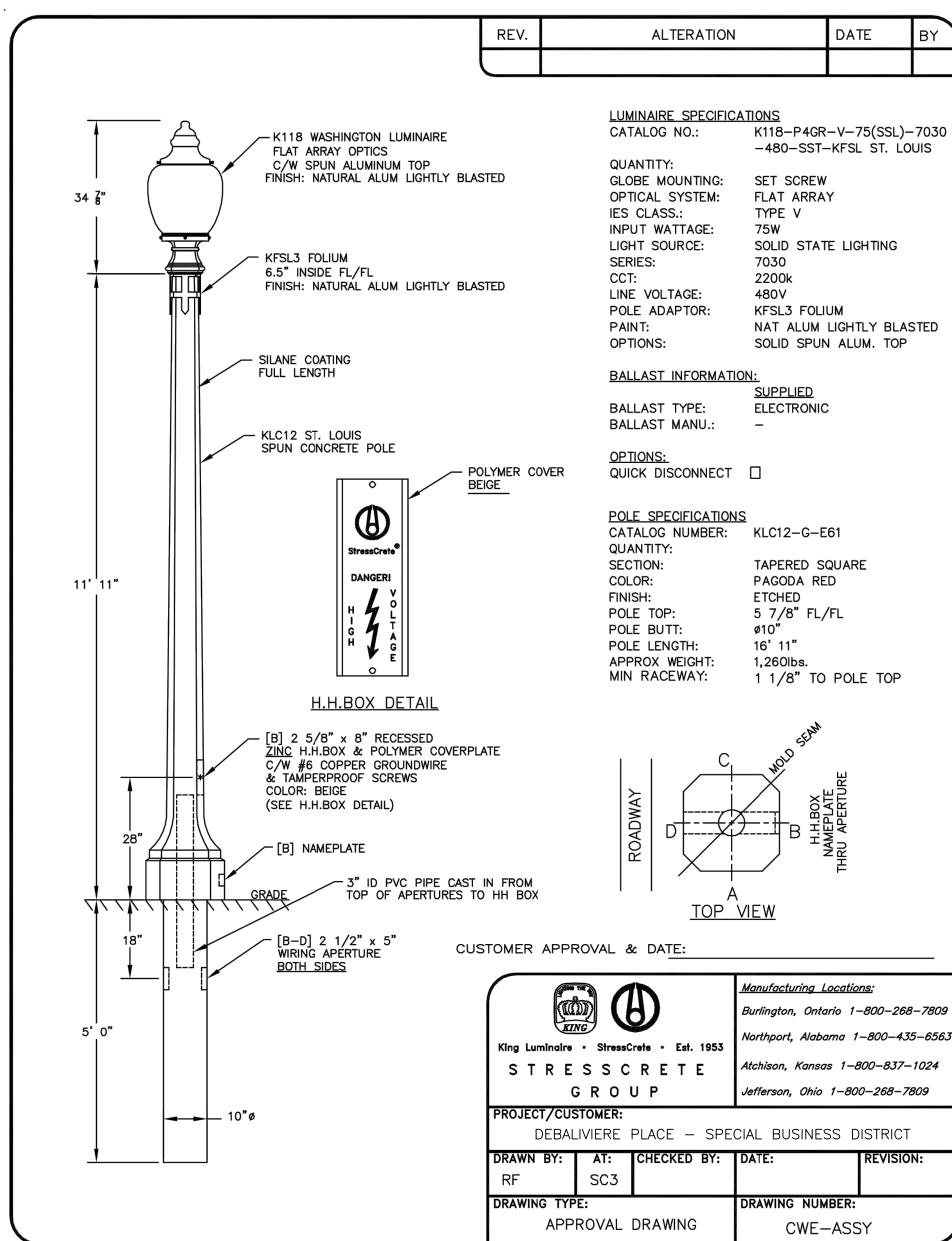


2022-XX-XXX

BPS Project Number

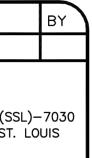






TYPE A POLE/LUMINAIRE DETAIL

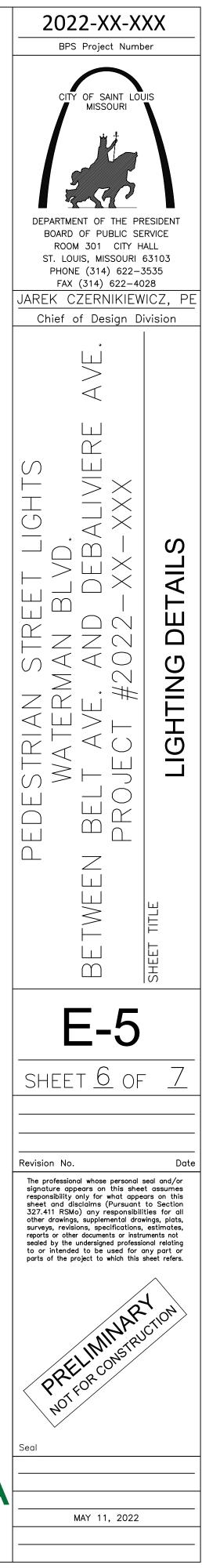
NOT TO SCALE



EVISION:

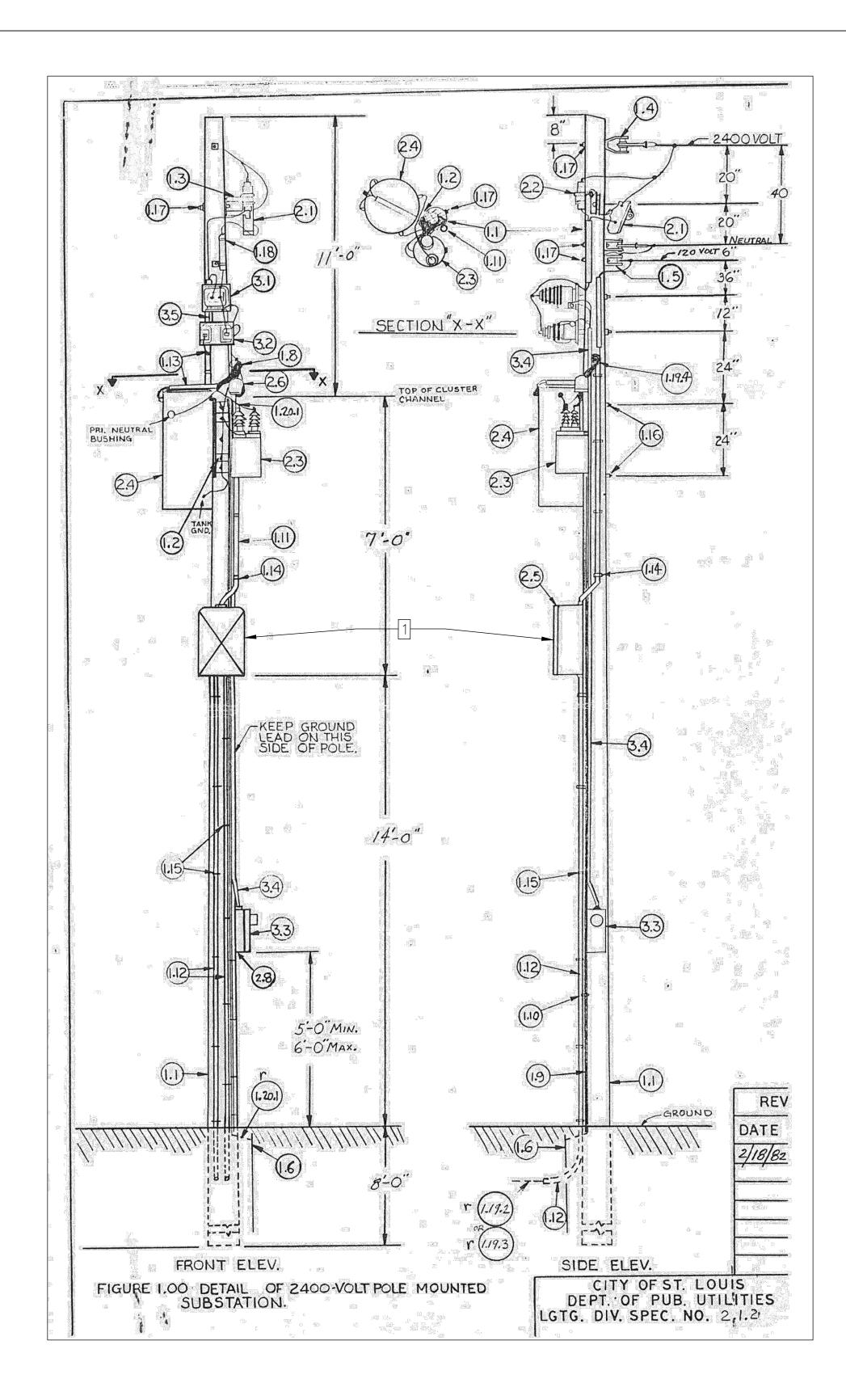
- HANHOLE \_\_\_\_ - GROUND LEVEL <u>NOTE:</u>  $\sum || \sum$  $| \setminus \setminus \rangle$ - CONCRETE STANDARD - DUXSEAL / - INSULATED BUSHING  $\swarrow \checkmark \checkmark \checkmark \checkmark$ - CONDUIT - FLEXIBLE PLASTIC TUBING FLEXIBLE PLASTIC TUBING 2 BETWEEN POLE & CONDUIT

NOT TO SCALE



EXTEND NEW 1-1/4" DIAMETER NON-METALLIC FLEXIBLE CONDUIT INTO BASE OF POST FROM THE NEW 2" DIAMETER HDPE CONDUIT. INSTALL WATER-TIGHT TRANSITION COUPLING OR FITTING TO JOIN THE NM FLEX TO THE NEW HDPE CONDUIT. EXTEND THE NM FLEX WITHIN THE POST TO ABOVE GRADE.





3 POLE MOUNTED SUBSTATION DETAIL NOT TO SCALE

				Ρ	ANE	EL SO	CHE	DUL	E				
		P1			240/480 V				200A ML TYPE 3R				
LOAD	CIRCUIT DESCRIPTION	CONN			1 PH			CIRCUIT BREAKER		CONN	CIRCUIT DESCRIPTION	LOAD	
TYPE		KVA	KVA	AMP	POLE	скт		3 PH	скт	POLE AMP KVA	KVA		TYPE
LTS	EXISTING STREET LIGHTS ON WATERMAN BLVD.		40	2	1	x		2	2	40		EXISTING STREET LIGHTS ON DELMAR BLVD.	LTS
LTS	EXISTING STREET LIGHTS ON PERSHING AVE.		40	2	3	x		4	2	40		EXISTING STREET LIGHTS ON CLARA AVE.	LTS
LTS	NEW PEDESTRIAN STREET LIGHTS	5.1	40	2	5	x		6	2	40		SPARE	
	SPARE				7			8				SPARE	
												TOTAL	

KEY NOTES THIS SHEET:

1. REPLACE PANEL WITH NEW PANEL P1 RECONNECT EXISTING 480V LIGHTING CIRCUITS AND NEW 480V LIGHTING CIRCUITS WHEN NEW LIGHTS ARE INSTALLED RECONNECT 120V PHOTOCELL TO EXISTING 120V SERVICE ON POLE.



