

MONTHLY MEETING <u>TO BE HELD</u> September 18th at 9:00 a.m. at Park Central Development, 4512 Manchester Ave. St. Louis, Mo. 63112

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on September 18th 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
 - i. Safety and Security Report
- 3. Public Comment
- 4. Approval of Previous Month Minutes
- 5. Budget Report
 - a. Finance Report
 - i. 2022 Budget
 - ii. Accounting of lighting project
- 6. Newsletter
- 7. Other Business
 - a. Damage Light Frank Eppert
 - b. Lighting Project: Maintenance Agreement with the City
 - c. New Lighting on Waterman
 - d. Bollards
 - e. Park Central Contract Renewal
 - f. Cyber Coverage
- 8. Adjournment

Please Note: Due to <u>COVID-19</u> 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: <u>831 8164 1728</u>

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: 09-16-2021

• DeBaliviere Place Special Business District •



Time Posted: 11:00 AM

• DeBaliviere Place Special Business District •

DeBaliviere Place Board of Commissioners Meeting August 21st, 2020 at 9:00 AM At Park Central Development - Zoom 4512 Manchester Ave; St. Louis, MO 63110

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

Board Members NOT Present:

Others in Attendance: Heather Navarro, Shameem Clark Hubbard (St. Louis City), Jim Whyte (NSI), Charles Betts (TCF), Ashley Johnson (Park Central Development) – via video/phone

Public in Attendance via Phone: Tracy Renison, Mike Klenc

- 1. Call to Order:
 - a. S. Chakraverty called the meeting to order at 9:01 AM
- 2. Security Update:
 - a. J. Whyte gave the security report update. Total crime has decreased 41.6%, when compared to the same time last year. he NSI is purchasing a SkyCop Mobile Camera System. It will be deployed throughout the NSI service area.
 - Outreach Proposal: The NSI will be launching an outreach program in September. The program is intended to be a crime reduction strategy. The program will be targeting the homeless population and people in need of housing, food, medical and mental health service. After further investigation, J. Whyte noted that the SBD is showing signs of homelessness. B. Butterly made a motion to support the program and contribute \$7,000 from general budget; S. Chakraverty seconded, S. Beatty declined - motion passed. S. Beatty noted she declined because she felt the \$7,000 should come from the security budget.
 - ii. Install PTZ: BPS requested to use the remaining dollars from the lighting project to purchase of a PTZ camera at Pershing and Union. J. Whyte recommended installing the camera at Pershing and DeBaliviere. Also, he suggested going though TCF for the installation. This will give the NSI access to the cameras. J. Whyte asked the SBD to hold off from making a recommendation until they look more into it. B. Butterly asked A. Johnson to ask for an accounting of the funds.
 - b. C. Betts noted that the crime numbers continue to go down, due to the success of your overall security plan.

3. Public Comments & Questions:

 M. Klenc gave an update on several community improvement projects within the district. M. Klenc is looking to relocate a pet waste station and to replace the City trash cans. A. Johnson and M. Klenc continues to work on updating the website.

- b. Alderwoman H. Navarro gave some additional information on street striping. Also, bollards are another option to stop people from parking in no-parking areas. H Navarro will reach out to the North CID to see how much the spent on their bollards
- c. T. Renison noted that parking enforcement has been giving tickets.
- 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:** B. Butterly presented the financial report. S. Chakraverty motioned to approve the financials. K. Ruth second. All in favor motion passed. B. Butterly noted that this is the time to complete the annual budget. B. Butterly will work with Annette to draft a budget and present it at the next meeting.

6. Other Business:

- a. Lighting Project: The Board discussed the broken streetlight and how to make the repairs. A. Johnson will reach out to Frank Eppert to get more clarity. Alderwoman H. Navarro suggested implementing a maintenance agreement with the City. H. Navarro will see if she could locate an example of a maintenance agreement. If the SBD would like to go through their insurance, K. Ruth noted they will need to get an estimate to submit to the insurance company. A. Johnson will reach out to Frank Eppert to provide an estimate.
- b. N. Costello noted that he is working with Amy to create a newsletter and will update the board at the next meeting

7. Adjournment:

a. S. Chakraverty motioned to adjourned, N. Costello second. Meeting adjourned at 10:02 AM.

DeBaliviere Place Balance Sheet As of August 31, 2021

	Aug 31, 21
ASSETS Current Assets Checking/Savings 1073 · Operating 6692	240,040.17
Total Checking/Savings	240,040.17
Total Current Assets	240,040.17
TOTAL ASSETS	240,040.17
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 2002 · Accounts Payable (A/P)	-1,575.00
Total Accounts Payable	-1,575.00
Total Current Liabilities	-1,575.00
Total Liabilities	-1,575.00
Equity 3000*OE · Opening Balance Equity 32000 · Retained Earnings Net Income Total Equity	499,566.89 -306,609.04 48,657.32 241,615.17
TOTAL LIABILITIES & EQUITY	240,040.17

9:51 AM 09/15/21 Cash Basis

DeBaliviere Place Profit & Loss Budget Performance August 2021

	Aug 21	Jan - Aug 21	YTD Budget	Annual Budget
Income				
40000 · Revenue				
40100 · Tax	268.28	203,562.38	220,000.00	320,000.00
40200 · Interest Income	0.00	0.00	0.00	0.00
Total 40000 · Revenue	268.28	203,562.38	220,000.00	320,000.00
Total Income	268.28	203,562.38	220,000.00	320,000.00
Gross Profit	268.28	203,562.38	220,000.00	320,000.00
Expense				
60000 · Expenses				
61010 · Admin Fees- Park Central*	1,575.00	12,600.00	12,600.00	18,900.00
61020 · Legal	0.00	0.00	1,360.00	2,040.00
61030 · Insurance	0.00	0.00	0.00	0.00
61035 · Meeting Room	0.00	0.00	360.00	540.00
61045 · Office Supplies	0.00	0.00	133.36	200.0
61070 · Misc. Exp	0.00	0.00	0.00	0.0
61075 · TCF - Fraud	0.00	0.00	0.00	0.0
61080 · Kindness Meals	0.00	0.00	0.00	0.0
62035 · Rserves	0.00	0.00	49,333.36	74,000.0
Total 60000 · Expenses	1,575.00	12,600.00	63,786.72	95,680.0
6004 · Bank Charges & Fees	0.00	5.30		
61150 · Marketing & Promotions				
61160 · Website Maintenance	30.00	240.00	240.00	360.00
61170 · Advertising	0.00	0.00	760.00	1,140.00
Total 61150 · Marketing & Promotions	30.00	240.00	1,000.00	1,500.0
61250 · Public Maintenance				
61260 · Landscaping	438.12	6,085.64	6,666.68	10,000.0
61270 · Maintenance	0.00	131.09		
61280 · Pet Waste Stations	0.00	436.50	0.00	0.00
Total 61250 · Public Maintenance	438.12	6,653.23	6,666.68	10,000.0
61350 · Infrastructure				
61360 · Pedestrian Lighting	0.00	0.00	0.00	0.0
Total 61350 · Infrastructure	0.00	0.00	0.00	0.00
62000 · Safety and Security				
61085 · Contibution/Donation	7,000.00	7,000.00		
62010 · Patrols	9,562.51	87,125.05	76,666.68	115,000.00
62020 · Lighting/Cameras	0.00	0.00	6,666.68	10,000.00
62021 · Internet for Cameras	2,125.21	6,116.48	4,920.00	7,380.00
62022 · Camera Maintenance	315.00	14,165.00	4,666.68	7,000.0
62023 · Emergency Call Tower	0.00	0.00	16,666.68	25,000.0
62030 · NSI Membership	0.00	21,000.00	36,000.00	48,000.0
Total 62000 · Safety and Security	19,002.72	135,406.53	145,586.72	212,380.00
Total Expense	21,045.84	154,905.06	217,040.12	319,560.00
t Income	-20,777.56	48,657.32	2,959.88	440.00

9:51 AM 09/15/21 Cash Basis

DeBaliviere Place Profit & Loss Budget Performance August 2021

	Aug 21	Jan - Aug 21	YTD Budget	Annual Budget
Tax Bills Report 9/2/21				
16 Tax Bills for 2020 outstanding	\$ 5,089			
5 Tax Bills for 2019 outstanding	\$ 9,928			
1 Tax Bills for 2018 outstanding	\$ 243			
1 Tax Bills for 2017 outstanding	\$ 283.00			
	\$ 15,542			

DeBaliviere Place Transaction List by Vendor August 2021

	Туре	Date	Num	Memo	Amount
CWENSI					
	Bill	08/02/2021	3272	Inv 3272	-315.00
	Bill	08/24/2021	3276	Inv 3276 Outreach Program	-7,000.00
Park Central					
	Bill	08/09/2021	2021-08-09	Recurring Bill	-1,575.00
Seafoam Media					
	Bill	08/05/2021	2006772	Website	-30.00
Spectrum-formerly (Charter Communicat	ions			
	Bill Pmt -Check	08/03/2021	0023856071521	Bills June and July	-1,420.33
	Bill Pmt -Check	08/31/2021	0023856081521	Bills August	-704.88
The City's Finest LL	С				
	Bill Pmt -Check	08/13/2021	Inv-3245	Patrol	-5,296.88
	Bill Pmt -Check	08/25/2021	Inv-3274	Patrol	-4,265.63
Top Care					
	Bill	08/01/2021	193293	Inv 193293	-438.12
				Bills Paid Aug	-21,045.84

St. Louis Home & Life

June 2021

Skinker-DeBaliviere Edition

By Neill Costello

Current Market Presents Golden Opportunities

Homeowners Can Cash In

- Low Inventory Means Top Dollar
- Will Sell At Top Of Market
- Time To Downsize For Some
- Time To Travel For Others
- Dreams Are Waiting...



Buyers Can Make Their Move

- Interest Rates At All-Time Low
- Buying Power Never Been Greater
- Time Is Now To Build Wealth
- Many Low Down-Payment Options
- Dream Homes Don't Last Long...



EQUITY: Now Is The Best Time To Either Cash In...Or Start Building!

Call Neill Costello

To Market Your Home To The Right Buyers OR

To Find Your Perfect Home ...And Financing!



314-913-2865 | NEILLCO@SBCGLOBAL.NET



Presort, Inc. HQ - 5051 Southwest Ave - St. Louis, MO 63110-3427

Phone: (314) 771-7678 Fax: (314) 771-6554

 Estimate#:
 67131

 Est Date:
 08/26/2021

 Cust Code:
 H002443

CUSTO	MER INFO		JOB INFO	Estimate #: 67131	
Attn:	Neill Costello 5510 Waterman E St Louis, MO 631		Account Rep: Email: Job Name:	Todd Scott todd.scott@presortinc.com List Purchase	
Phone: Terms:	(314) 913-2865 NET30	Fax: Email:	Data Due: Material Due: Artwork Due:	Pstg Due: Due Date: Time Due:	12:00 PM
Quantity	Descripti	on		Unit Price	Ext Price
Data					
1,367	List Pure All resid	chase ents located within custom mapped area	1.	0.10973	\$150.00
	Total # o	of Records = 1,367		_	
				<u>Sub Total:</u>	\$150.00
	mate is valid for 30 of "live" data and) days and is subject to change based		Sub Total:	\$150.00
on review	or live data and	material		Tax:	\$0.00
				Total Services:	\$150.00

Comments

*\$150.00 Minimum



DEBALIVIERE PLACE SPECIAL BUSINESS DISCTRICT LOGO & NEWSLETTER

UPDATED: AUGUST 6, 2021 12:39 PM





NEWSLETTER FRONT

DEBALIVIERE PLACI

Month XX, 2021

QUARTERLY UPDATE

What's New Around the Neighborhood? (Highlight Story)

Eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

image placeholder

> Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium doloremque laudantium, totam rem aperiam, eaque ipsa quae ab illo inventore veritatis et quasi architecto beatae vitae dicta sunt explicabo. Nemo enim ipsam voluptatem quia voluptas sit aspernatur aut odit aut fugit, sed quia consequuntur magni

dolores eos qui ratione voluptatem sequi nesciunt. Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur, adipisci velit, sed quia non numquam eius modi tempora incidunt ut labore et dolore magnam aliquam quaerat voluptatem. Ut enim ad minima veniam, quis nostrum exercitationem ullam corporis suscipit laboriosam, nisi ut aliquid ex ea commodi consequatur?

Have Ideas of How to Make the Community Better?

Join us at our next meeting with your ideas!

Board Member Highlight/Anything Else!

Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur, adipisci velit, sed quia non numquam eius modi tempora incidunt ut labore et dolore magnam aliquam quaerat voluptatem. Ut enim ad minima veniam, quis nostrum exercitationem ullam corporis suscipit laboriosam, nisi ut aliquid ex ea commodi consequatur? Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur. Magnam aliquam quaerat voluptatem. Ut enim ad minima veniam, quis nostrum exercitationem ullam corporis suscipit laboriosam, nisi ut aliquid ex ea commodi consequatur?

image placeholder

Scan or Visit Debaliviere.com to get meeting details, neighborhoo

Next Meeting Month XX, XXXX



DEBALIVIERE PLACE Special BUSINESS DISTRICT LOCAL BUSINESSES & EVENTS Local

Macs Bar & Crill 5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque poro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit amet consectetur.

Macs Bar & Grill 5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque porta guisquam est, qui dolorem ipsum qui dolor sit amet, consectetur quia dolor sit amet, consectetur

Macs Bar & Crill 5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8435 Neque port quisquarn est, qui dolorem ipsum qui adolor sit amet, consectetur quia dolor sit amet consectetur.

Macs Bar & Grill S513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque porra quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit amet, consectetur SBD Block Party Month XX, XXXX [XX-XXpm 5513 Pershing Ave, 5t. Louis, MO 63112 Neque poro quisquam est, qui dolorem ipaum qui dolor sit amet, consectetur quia dolor sit amet consectetur.

SBD Block Party Month XX, XXXX | XX-XXpm S513 Pershing Ave, St. Louis, MO 63112 Neque poro quisquam est, qui dolorem ipsum quia dolor sit armet, consectetur quia dolor sit armet consectetur.

SBD Block Party Month XX, XXXX | XX-XXpm SSI3 Pershing Ave, St. Louis, MO 63112 Neque porro quisquam est, qui dolorem ipsum quie dolor sit amet, consectetur quie dolor sit

SBD Block Party Month XX, XXXX | XX-XXpm 5513 Pershing Ave, St. Louis, MO 63112 Neque poro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit NEWSLETTER BACK V2

QR code



NEWSLETTER FRONT



code

Month XX, XXXX



NEWSLETTER BACK V1

NEWSLETTER

BACK V2



Macs Bar & Grill

5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque porro quisquam est, qui dolorem ipsur quia dolor sit amet, consectetur quia dolor sit amet, consectetur

Macs Bar & Grill 5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque porro quisquam est, qui dolorem ipsur quia dolor sit amet, consectetur quia dolor sit amet, consectetur

Macs Bar & Grill 5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque porro quisquam est, qui dolorem ipsun quia dolor sit amet, consectetur quia dolor sit amet, consectetur

Macs Bar & Grill 5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque porro quisquam est, qui dolorem ipsur quia dolor sit amet, consectetur quia dolor sit amet, consectetur

SBD Block Party Month XX, XXXX | XX-XXpm 5513 Pershing Ave, St. Louis, MO 63112

SBD Block Party Month XX, XXXX | XX-XXpm 5513 Pershing Ave, St. Louis, MO 63112 Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit

SBD Block Party Month XX, XXXX | XX-XXpm 5513 Pershing Ave, St. Louis, MO 63112 Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit

SBD Block Party Month XX, XXXX | XX-XXpm 5513 Pershing Ave, St. Louis, MO 63112 Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit



NEWSLETTER FRONT

Month XX. 2021 UARTERLY UPDATE What's New Around the Neighborhood? (Highlight Story) Eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, guis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla image pariatur. Excepteur sint occaecat cupidatat non proident, sunt in placeholder culpa qui officia deserunt mollit anim id est laborum. Sed ut perspiciatis unde omnis iste natus error sit voluptatem accusantium doloremque laudantium, totam rem aperiam, eaque ipsa quae ab illo inventore veritatis et quasi architecto beatae vitae dicta sunt explicabo. Nemo enim ipsam voluptatem quia voluptas sit aspernatur aut odit aut fugit, sed guia conseguuntur magni dolores eos qui ratione voluptatem segui nesciunt. Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur, adipisci velit, sed quia non numquam eius modi tempora incidunt ut labore et dolore magnam aliquam quaerat voluptatem. Ut enim ad minima veniam, quis nostrum exercitationem ullam corporis suscipit laboriosam, nisi ut aliquid ex ea commodi conseguatur? Have Ideas of How to Make the Community Better? Join us at our next meeting with your ideas! Board Member Highlight/Anything Else! Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur, adipisci velit, sed quia non numquam eius modi tempora incidunt ut labore et dolore magnam aliquam quaerat voluptatem. Ut image enim ad minima veniam, quis nostrum exercitationem ullam corporis placeholder suscipit laboriosam, nisi ut aliquid ex ea commodi conseguatur? Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur. Magnam aliquam quaerat voluptatem. Ut enim ad minima veniam, quis nostrum exercitationem ullam corporis suscipit laboriosam, nisi ut aliquid ex ea commodi consequatur? Scan or Visit Debaliviere.com QR

to get meeting details, neighborhood

code

Next Meeting Month XX, XXXX



NEWSLETTER BACK V1



Macs Bar & Grill

5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit amet, consectetur

Macs Bar & Grill S513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque poro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit amet, consectetur

Macs Bar & Grill 5513 Pershing Ave, St. Louis, MO 6312 (314) 354-8436 Neque porto quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit amet consectetur.

Macs Bar & Crill 5513 Pershing Ave, St. Louis, MO 63112 (314) 354-8436 Neque poro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit amet, consectetur SBD Block Party Month XX, XXXX [XXXXXpm 5313 Pershing Ave, St. Louis, MO 63112 Neque poro quisquam est, qui dolorem ipsum quis dolor sit armet, consectetur quia dolor sit amet, consectetur

SBD Block Party Month XX, XXXX | XX-XXpm SSI3 Pershing Ave, St. Louis, MO 63112 Neque porra quiquam est, qui doloren ipsum quia dolor sit amet, consectetur quia dolor sit amet consectetur.

SBD Block Party Month XX, XXXX | XX-XXpm SSI3 Pershing Ave, St. Louis, MO 63112 Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit

SBD Block Party Month XX, XXXX | XX-XXpm 5513 Pershing Ave, St. Louis, MO 63112 Neque poro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur quia dolor sit NEWSLETTER BACK V2

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made and entered into this ____ day of ______, 2021 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, 2021</u> and shall end on or before <u>June 30, 2022</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 Eighteen Thousand, Nine Hundred 00/100 Dollars (\$18,900.00) 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, Five Hundred and Seventy-five 00/100 Dollars (\$1,575.00) 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, Five Hundred and Seventy-five 00/100 Dollars (\$1,575.00) 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> Limitation of Liability. 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

With a copy to: Brian Phillips, Chairman of the Board Park Central Development Corporation c/o WUMC Redevelopment Corporation 4400 Chouteau Ave. St. Louis, MO 63110 Phone: 314-742-7335 Fax: ______ Email: phillipb@wustl.edu

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> <u>Indemnification</u>. 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



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

IMPORTANT COVERAGE NOTICE

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

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

MOPERM has been advised of the following:

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

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

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

Respectfully,

Brenda of Jibson

Brenda Gibson, CIC, CISR, AU Underwriting Manger