



**BOARD OF DIRECTORS MONTHLY MEETING
TO BE HELD**

**December 9th, 2019 at 11:00 a.m.
at 4512 Manchester Avenue
St. Louis, MO 63110**

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on December 9th, at 11:00 a.m. at 4512 Manchester, St. Louis, MO, 63110, the Grove Community Improvement District (the "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. Approval of Previous Minutes
3. Chairs Report & Announcement of the Order of Business
4. Public Comments & Questions
5. Committee Reports:
 - a. Safety and Security Committee
 - b. Executive Committee
 - i. CID Expansion
 - c. Finance Committee
 - d. Marketing Committee
 - e. Public Services Committee
 - f. Nominations Committee
6. Administrator's Report
 - a. Grove Sign/Ball Lights - Update
 - b. Liquor Licenses
7. Closed Session: This portion of the meeting is closed under Section 610.021, Subsection 12, RSMo, for the purpose of "(s)ealed bids...and sealed proposals...until a contract is executed" and Subsection 1, RSMo, for the purpose of "(l)egal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys."
8. Other Business

This meeting is open to the public; provided, however, that a portion of the meeting may be closed pursuant to Section 610.021 RSMo with explicit notice of the reason for closure.

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: 12-5-2019

Time: 11:30 AM

• **The Grove Community Improvement District** •

4512 Manchester #100 Saint Louis, MO 63110 (314) 535-5311

<http://www.thegrovestl.com/>

**Grove CID Board of Director Meeting
November 11, 2019 at 11:00 AM
at 4512 Manchester, St. Louis, MO 63110**

Board Members Present: D. Bellon, T. Boldt, K. Kenter, B. Phillips, C. Schloss, G. Slay, J. Baumstark, B. Pratt, T. Telnikova

Board Members Absent: A. Barzantny, P. Rothschild

Others in Attendance: J. Whyte (NSI); Captain Deeba (Second District Police); K. Oberle and A. Graham (Park Central Development)

1. Call to Order:

- a. K. Kenter called the meeting to order at 11:06 AM.

2. Approval of October 14, 2019 Minutes:

- a. T. Boldt made a motion to approve the minutes. J. Baumstark seconded the motion. All approved-motion passes.

3. Chairs Report & Announcement of the Order of Business:

4. Public Comments and Questions: J. Baumstark commented on concerns about second district police staffing and the depiction presented by the secondary principal. Captain Deeba addressed this concern.

5. Committee Reports:

- a. Safety and Security Committee- J. Whyte (NSI) gave the security report. He introduced a crime report for Forest Park Southeast created by Washington University that shows a very clear downward trend. Total crime for the Grove CID is up 45.5% YTD, person crime is down 38.4%, and property crime is up 97.6%. A man was arrested for serial burglaries. An individual graffiti's wall are on Parlor. The owner recognized the individual, and the police have been informed.
- b. Executive Committee: Parcel expansion- Park Central Development presented the parcel expansion map and list of properties with assessment information. Park Central Development will add a column to the chart to include Board members who are going to informally reach out to property owners.
- c. Finance Committee: B. Phillips presented the financial report.
- d. Marketing Committee: The website update has run into an obstacle with the events calendar. The meeting is tomorrow, and they will discuss it then.
- e. Public Service Committee: No updates
- f. Nominations Committee: No updates

6. Administrator's Report:

- a. Park Central Development needs updated applications from B. Phillips, D. Bellon, and T. Telnikova.
- b. Grove Signs: For the West sign- 50% of the insurance claim is with DeMond Signs, and the other 50% is in possession of the Grove CID. The lawyer is reviewing support documentation for a demand letter because DeMond Signs has not made any progress on the sign since it fell in the spring. The East sign has been removed and stored by Piro's

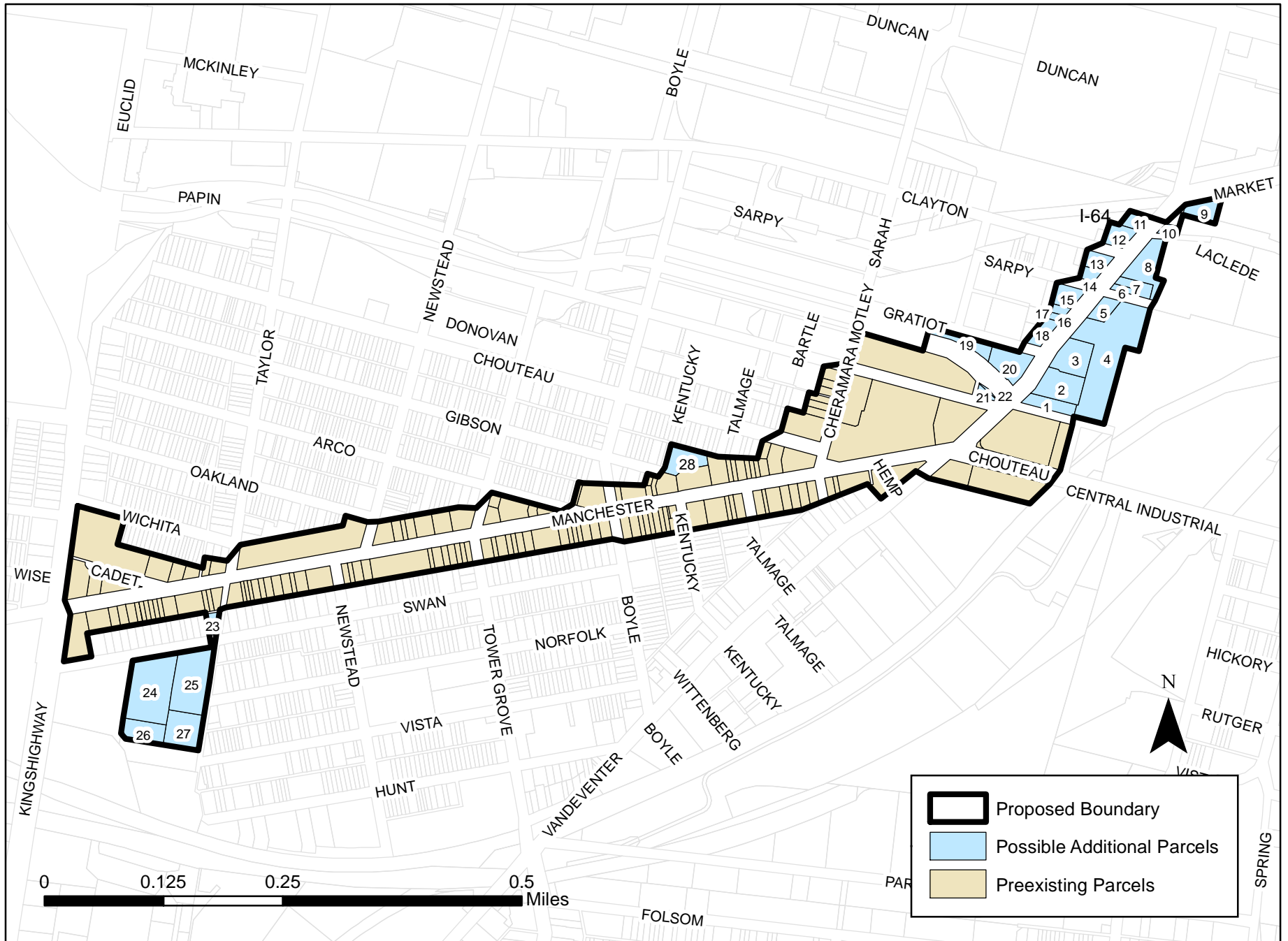
Signs. Structures Inc. estimated delivery of a preliminary design for supports by November 15, 2019.

- c. **Ball Lights:** The lawyer is reviewing support documentation for a demand letter to be sent to DeMond Signs.
 - d. **Public Annual Report:** Park Central Development presented the Public Annual Report that will be posted online. A card containing a QR code to link to the online report will be generated for stakeholders. The Board reviewed the Report and had no comments.
- 7. Other Business:** T. Boldt requested an update for liquor licenses. Ron Coleman (Neighborhood Improvement Specialist) has the spreadsheet but cannot share with administration. It was recommended that administration submit a Sunshine Law Request to view the document. D. Bellon offered to request the information through his contact.
- 8. Closed Session at 11:53 AM:** This portion of the meeting is closed under Section 610.021, Subsection 12 RSMo, for the purpose of “(s)ealed bids...and sealed proposals...until a contract is executed.”
- a. **Roll call vote:** D. Bellon voted yes, G. Slay voted yes, J. Baumstark voted yes, T. Boldt voted yes, K. Kenter voted yes, T. Telnikova voted yes, B. Phillips voted yes, B. Pratt voted yes, and C. Schloss voted yes. All in favor—Meeting entered closed session.
 - b. **Motion to move forward with contract negotiations with Campbell Security:** Motion was made by T. Boldt, seconded by D. Bellon. G. Slay voted yes, J. Baumstark abstained, D. Bellon voted yes, C. Schloss voted yes, B. Pratt voted yes, B. Phillips voted no, T. Telnikova voted yes, K. Kenter voted yes. Majority in favor—motion passed.
 - c. **Open session at 1:05 PM:** J. Baumstark made a motion to move to open session. T. Boldt seconded the motion. D. Bellon voted yes, G. Slay voted yes, J. Baumstark voted yes, T. Boldt voted yes, K. Kenter voted yes, T. Telnikova voted yes, B. Phillips voted yes, B. Pratt voted yes, C. Schloss voted yes. All in favor—Meeting entered open session.
- 9. Adjournment:** Meeting adjourned at 1:08 PM.

Grove CID Expansion Parcel Ownership							
ID	Parcel	ASD	Agent	Agent Address	Owner	Owner Mailing Address	Board Contact
1	824 S Vandeventer Ave	\$ 101,100			Leo V Mitchell TRS	31 Hillvale Dr, St. Louis, MO 63105	D. Bellon
2	810-4 S Vandeventer Ave	\$ 125,000			Leo V Mitchell TRS	31 Hillvale Dr, St. Louis, MO 63105	D. Bellon
3	800 S Vandeventer Ave	\$ 230,200	HUGH R. LAW	211 North Broadway, Ste 2150; 63102	M&H Development Group LLC	800 S Vandeventer Ave, St. Louis, MO 63110	D. Bellon
4	722 S Vandeventer Ave	\$ 867,000	COGENCY GLOBAL INC.	9666 Olive Boulevard, Suite 690; 63132	BCM Vandeventer LLC/PREMIER A-1 VANDEVENTER, LLC	PO Box 800729 Dallas, TX 75380	
5	700 S Vandeventer Ave	\$ 10,800			Mark R Fishel	701 S Vandeventer Ave, St. Louis, MO 63110	
6	618 S Vandeventer Ave	\$ 14,500	Stephen J Smith	825 Maryville Centre Drive, Ste 300; 63017	Gateway Holding LLC	600 S Vandeventer Ave, St. Louis, MO 63110	
7	608-10 S Vandeventer Ave	\$ 54,100	Stephen J Smith	825 Maryville Centre Drive, Ste 300; 63017	Gateway Holding LLC	600 S Vandeventer Ave, St. Louis, MO 63110	
8	518-606 S Vandeventer Ave	\$ 131,700	Stephen J Smith	825 Maryville Centre Drive, Ste 300; 63017	Gateway Holding LLC	600 S Vandeventer Ave, St. Louis, MO 63110	
9	3848 Market St	\$ 195,600			Jeffrey William & Jerry Jurak Plunk	3429 Giles Ave, St. Louis, MO 63116	
10	516 S Vandeventer Ave	\$ 16,000	C T CORPORATION SYSTEM	120 SOUTH CENTRAL AVENUE; 63105	Missouri Improvement Co	1700 Farnam St. 10th Floor SO, Omaha, NE 68102	
11	511 S Vandeventer Ave	\$ 58,700	Jeffrey L Evans	2205 Ridgley Woods; 63005	Central Real Estate Holdings LLC	2205 Ridgley Woods Dr, Chesterfield, MO 63005	
12	521 S Vandeventer Ave	\$ 85,900	Robert E Jones	130 S Bemisotn, Suite 200; 63105	Middlewest Properties Inc	7243 Delmar Blvd, St. Louis, MO 63130	
13	3906 Clayton Ave	\$ 135,580	Justin L Mason ESQ	1717 Park Ave; 63104	Clayton Avenue Apartments LLC	9648 Olive Blvd, Olivette, MO 63132	
14	615 S Vandeventer Ave	\$ 85,000	Donald W Paule	165 N Meramec Ave, 6th Fl; 63105	WKK Investments LLC	4512 Manchester Ave, St. Louis, MO 63110	K. Kenter
15	701-13 S Vandeventer Ave	\$ 15,400			Mark R Fishel	701 S Vandeventer Ave, St. Louis, MO 63110	
16	717 S Vandeventer Ave	\$ 29,600			Mark R Fishel	701 S Vandeventer Ave, St. Louis, MO 63110	
17	719 S Vandeventer Ave	\$ 3,700			Mark R Fishel	701 S Vandeventer Ave, St. Louis, MO 63110	
18	733 S Vandeventer Ave	\$ 110,800	Imran Lodhi	7229 Manchester; 63143	Alliance Petroleum LLC	4251 Lindell Blvd, St. Louis, MO 63110	
19	3992 Gratiot St	\$ 58,700	Joshua Corson	200 S Hanley Rd, Ste 1040; 63105	Kaldi's Properties LLC	3983 Gratiot St, St. Louis, MO 63110	B. Pratt
20	805 S Vandeventer Ave	\$ 105,400	NATIONAL REGISTERED AGENTS, INC.	120 South Central Avenue; 63105	UAP-Adelanto LLC	4699 Jamboree Rd, Newport Beach, CA 92660	
21	3971 Papin St	\$ 2,900	Donald J Bellon	7324 Westmoreland; 63130	Bellon Holding Co	4233 Chouteau Ave, St. Louis, MO 63110	D. Bellon
22	829 S Vandeventer Ave	\$ 300			City of St. Louis	1200 Market St, St. Louis, MO 63103	NA
23	4501 Swan Ave	\$ 30,800	SPRA Corp.	120 S Central, Ste 1600; 63105	Forest Park SE Restoration LLC	4240 Manchester Ave, St. Louis, MO 63110	
24	4540 Swan Ave	\$ 346,400	Scott A Schatzman	8000 Bonhomme Ave, Ste 311; 63105	JGDD Swan 2 LLC	8451 Maryland Ave Ste 200, St. Louis, MO 63105	B. Pratt
25	4500 Swan Ave	\$ 40,000	Philip G Hulse	8451 Maryland Ave, Ste 200; 63105	Green Street Swan Investors LLC	8451 Maryland Ave Ste 200, St. Louis, MO 63105	B. Pratt
	4500 Swan Ave	\$ 265,200	Philip G Hulse	8451 Maryland Ave, Ste 200; 63105	Green Street Swan Investors LLC	8451 Maryland Ave Ste 200, St. Louis, MO 63105	B. Pratt
26	1305 S Taylor Ave	\$ 21,200	Philip G Hulse	8451 Maryland Ave, Ste 200; 63105	Green Street Swan Investors LLC	8451 Maryland Ave Ste 200, St. Louis, MO 63105	B. Pratt
27	1305 S Taylor Ave	\$ 100	Philip G Hulse	8451 Maryland Ave, Ste 200; 63105	Green Street Swan Investors LLC	8451 Maryland Ave Ste 200, St. Louis, MO 63105	B. Pratt
28	4213 Gibson Ave	\$ 92,400	John T Baumstark	9970 Old Warson Rd; 63124	JARUBA Corp	4155 Manchester Ave, St. Louis, MO 63110	J. Baumstark
	TOTAL ASSESSED VALUE	\$ 3,234,080					

Parcel Data from: <http://www.arcgis.com/home/webmap/viewer.html?webmap=02ca3cd1dab94edf8219b1c28383aee&extent=-90.211,38.6454,-90.2051,38.6494>; Agent Data from: <https://www.sos.mo.gov/business/corporations>

Grove CID Expansion



Grove CID

BALANCE SHEET

As of November 30, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Bill.com Money Out Clearing	0.00
IndiHop (4467)	0.00
Operating (9310)	41,122.74
Reliance (4124)	962.00
Sales and Use Tax (0668)	175,523.55
Special Assessments (3269)	2,402.28
Total Bank Accounts	\$220,010.57
Accounts Receivable	
Accounts Receivable - SE	0.00
Other Accounts Receivable	1,041.00
Sales Tax Receivable	0.00
Total Accounts Receivable	\$1,041.00
Other Current Assets	
CID Assmt Rec CY14	943.00
CID Assmt Rec CY15	1,056.00
CID Assmt Rec CY16	1,257.00
CID Assmt Rec CY17	2,660.00
Due to From Special Events	6,787.46
Prepaid Expenses	2,848.00
Receivables	0.00
Total Other Current Assets	\$15,551.46
Total Current Assets	\$236,603.03
Fixed Assets	
Accum Depr - Furn & Equip	0.00
Accumulated Amort-Intangible As	-4,579.00
Construction in Process	0.00
Furniture and Equipment	0.00
Intangible Assets	4,579.00
Total Fixed Assets	\$0.00
TOTAL ASSETS	\$236,603.03
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	36,674.25
Total Accounts Payable	\$36,674.25
Credit Cards	
Reliance Credit Card	0.00
Total Credit Cards	\$0.00

	TOTAL
Other Current Liabilities	
Accrued Liabilities	0.00
Deferred Inflows of Resources	6,957.00
Unearned/Deferred Revenue	0.00
Total Other Current Liabilities	\$6,957.00
Total Current Liabilities	\$43,631.25
Total Liabilities	\$43,631.25
Equity	
Fund Balance	-11,121.00
Opening Balance Equity	5,619.50
Retained Earnings*	172,343.71
Net Income	26,129.57
Total Equity	\$192,971.78
TOTAL LIABILITIES AND EQUITY	\$236,603.03

Grove CID November, 2019

	Nov Act.	Nov. Bud	Jul - Nov Act	Jul-Nov Bud	2019-2020 Budget
Income					
Deferred Revenue					0.00
Insurance Reimbursement	2,218.00				0.00
Total Deferred Revenue	\$ 2,218.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Encumbered Funds					0.00
WUMC Security Donation		5,416.67	9,750.00	27,083.35	65,000.00
Total Encumbered Funds	\$ 0.00	\$ 5,416.67	\$ 9,750.00	\$ 27,083.35	\$ 65,000.00
Other Types of Income					
Miscellaneous Revenue			151.66		0.00
Total Other Types of Income	\$ 0.00	\$ 0.00	\$ 151.66	\$ 0.00	\$ 0.00
Receipts					
2015 Special Assessments			451.85		0.00
CID 1% Sales and Use Tax	21,676.55	20,500.00	121,326.94	102,500.00	246,000.00
Interest Earnings	27.18		727.61		0.00
Special Assessments		7,750.00		38,750.00	93,000.00
Total Receipts	\$ 21,703.73	\$ 28,250.00	\$ 122,506.40	\$ 141,250.00	\$ 339,000.00
Total Income	\$ 23,921.73	\$ 33,666.67	\$ 132,408.06	\$ 168,333.35	\$ 404,000.00
Gross Profit	\$ 23,921.73	\$ 33,666.67	\$ 132,408.06	\$ 168,333.35	\$ 404,000.00
Expenses					
Additional Parking Enhancements					
Public Park. Lot Litter Control*	650.00	650.00	5,525.00	3,250.00	7,800.00
Public Parking Mgmt-Jaruba		250.00	750.00	1,250.00	3,000.00
Total Additional Parking Enhancements	\$ 650.00	\$ 900.00	\$ 6,275.00	\$ 4,500.00	\$ 10,800.00
Administrative Support					
Administration-Park Central*		3,750.00	20,440.40	18,750.00	45,000.00
Audit Services		833.33		4,166.65	10,000.00
Bank Fees and Charges	15.00		78.00		0.00
General Liability Insurance*	763.00	833.33	3,817.94	4,166.65	10,000.00
Legal Services*		250.00	1,132.90	1,250.00	3,000.00
Miscellaneous*			128.38		0.00
Postage		41.67		208.35	500.00
Total Administrative Support	\$ 778.00	\$ 5,708.33	\$ 25,597.62	\$ 28,541.65	\$ 68,500.00
Lighting Project Expense	413.21		2,513.21		
Marketing & Advertisement*			450.00		
Marketing & Special Events					
Advertising		333.33		1,666.65	4,000.00
Promotional Materials		125.00		625.00	1,500.00
Sponsorship Expense*		3,955.00	37,000.00	19,775.00	47,460.00
Website & Design Services	1,250.00	389.17	2,500.00	1,945.85	4,670.00
Total Marketing & Special Events	\$ 1,663.21	\$ 4,802.50	\$ 39,500.00	\$ 24,012.50	\$ 57,630.00
Public Improvements					
Grove Entry Marker Electricity*	141.54	150.00	527.25	750.00	1,800.00

Grove Entry Markers R&M		350.00		1,750.00		4,200.00
Holiday Decorations		291.67		1,458.35		3,500.00
Other Public Improvements		405.83	3,800.60	2,029.15		4,870.00
Total Public Improvements	\$	141.54	\$ 1,197.50	\$ 4,327.85	\$ 5,987.50	\$ 14,370.00
Public Services						
Landscaping*				4,000.00		
Litter Control*	1,975.00	1,950.00	8,075.00	9,750.00		23,400.00
Planter Watering		445.00		2,225.00		5,340.00
Weed Abatement*		125.00	1,050.00	625.00		1,500.00
Total Public Services	\$	1,975.00	\$ 2,520.00	\$ 13,125.00	\$ 12,600.00	\$ 30,240.00
Security & Public Safety						0.00
CWE NSI*		2,500.00	15,800.00	12,500.00		30,000.00
Spectrum (Camera/Internet)*	374.90	700.00	1,796.43	3,500.00		8,400.00
Total CWE NSI*	\$	374.90	\$ 3,200.00	\$ 17,596.43	\$ 16,000.00	\$ 38,400.00
Friday Security Patrols*	1,527.50	5,607.60	22,405.00	28,038.00		67,291.25
Genetec Softward Maintenance		450.00		2,250.00		5,400.00
Hardware Replacement		666.67		3,333.35		8,000.00
Monthly Fee - Ford Explorer*		750.00	3,750.00	3,750.00		9,000.00
OT- Add'l Holdiays		755.63		3,778.15		9,067.50
Public Pkg lot-Litter Control*				650.00		
Saturday Security Patrols*	2,112.50	4,609.58	24,948.75	23,047.90		55,315.00
Service Hours		936.00		4,680.00		11,232.00
St Lighting Improvement-Elec*	406.55		1,863.95			
Sunday Security Patrols*	1,040.00	2,698.85	12,065.00	13,494.25		32,386.25
Thursday Security Patrols*	2,860.00	4,177.60	20,770.00	20,888.00		50,131.25
Tuesday Security Patrols				650.00		
Wednesday Security Patrols				260.00		
Total Security & Public Safety	\$	8,321.45	\$ 23,851.93	\$ 104,959.13	\$ 119,259.65	\$ 286,223.25
Unapplied Cash Bill Payment Expense		0.00		0.00		0.00
Total Expenses	\$	13,529.20	\$ 38,980.26	\$ 196,747.81	\$ 194,901.30	\$ 467,763.25
Net Operating Income	\$	10,392.53	-\$ 5,313.59	-\$ 64,339.75	-\$ 26,567.95	-\$ 63,763.25
Net Income	\$	10,392.53	-\$ 5,313.59	-\$ 64,339.75	-\$ 26,567.95	-\$ 63,763.25

Wednesday, Dec 04, 2019 01:37:36 PM GMT-8 - Cash Basis

-\$ 438.38

Grove CID

Funds Transfer Detail

11/01/19 to 11/30/19

Vendor Name	Invoice #	Disbursement #	Due Date	Foreign Amount	Amount (USD)	Bank Account
11/06/19	PROCESS DATE					
A T Building	1256	016CEASKT1854RD	10/31/19		\$ 450.00	Commerce *****9310
A T Building	1252	016CEASKT1854RD	10/31/19		\$ 2,175.00	Commerce *****9310
Ameren Missouri- 451210.23.2019		38273471	10/30/19		\$ 406.55	Commerce *****9310
			Subtotal:		\$ 3,031.55	
11/12/19	PROCESS DATE					
Ameren Missouri- 405210.29.19		38389055	10/29/19		\$ 78.12	Commerce *****9310
Ameren Missouri- 451010.29.19		38381458	10/29/19		\$ 13.57	Commerce *****9310
Ameren Missouri- 451210.31.19		38388874	10/31/19		\$ 413.21	Commerce *****9310
Ameren Missouri- 924 10.31.19		38371747	10/31/19		\$ 49.85	Commerce *****9310
Engagetaste	OCTOBER		10/01/19		\$ 1,000.00	Commerce *****9310
Spectrum-formerly	0024300102519		10/25/19		\$ 374.90	Commerce *****9310
West Bend Mutual Ins	10.31.19	38396281	10/31/19		\$ 763.62	Commerce *****9310
			Subtotal:		\$ 2,693.27	
11/19/19	PROCESS DATE					
Nicole Galli Mohler	11072019	38604102	12/22/19		\$ 250.00	Commerce *****9310
The City's Finest, LLC* INV-2272		38658314	10/31/19		\$ 7,540.00	Commerce *****9310
			Subtotal:		\$ 7,790.00	

Total: \$ 13,514.82



BOARD OF DIRECTORS MONTHLY MEETING
December 9th, 2019 at 11:00 a.m.
at 4512 Manchester Avenue
St. Louis, MO 63110

AGENDA

1. Campbell Security Contract
2. DeMond Signs Demand Letter

• **The Grove Community Improvement District** •

4512 Manchester #100 Saint Louis, MO 63110 (314) 535-5311

<http://www.thegrovestl.com/>

Kyle Oberle

From: Taylor, Rachel <Rachel.Taylor@huschblackwell.com>
Sent: Tuesday, December 3, 2019 9:05 PM
To: Kyle Oberle; Eckelkamp, Patrick
Cc: Ashley Johnson; Annette Pendilton
Subject: RE: Grove CID Security Provider Contract
Attachments: REDLINE - Grove CID - 2019 Security Service Agreement - Grove CID - 2019 Security Service Agreement.pdf; 4840-4557-5854.2 Grove CID - 2019 Security Service Agreement.docx

Hi Kyle,

Please find attached a revised draft (I've made a few small revisions and clean-ups within tracked changes) with a redline. We've reviewed the agreement and have the following comments and notes regarding the draft Campbell Security Agreement:

- Please confirm that the shifts/number of officers provided in Section 1 meets your expectations.
- We notice that the schedule in Section 1 lists shift times and the number of officers for the applicable weekdays and notes that shifts will also be provided on the list of holidays included. Perhaps the shifts and number of officers could be listed for each particularly holiday as well. We just wanted to flag that for you in case you'd prefer to have that listed.
- In Section 3(e), please confirm that you are comfortable with the removal of direct access to the reporting system. Please note that the Contractor must still electronically report their activities to CWENSI.
- Regarding Section 7 (Provision of Officers), we feel comfortable with the current language as the CID still has the ability in its sole determination to remove officers for what the CID deems improper conduct/poor qualifications, allowing the CID flexibility in removing an officer. We think that the rejection of the "for any reason" language makes sense as the contractor doesn't want the CID to have the ability to, for instance, remove an officer for a discriminatory reason (which that initially proposed language would allow).
- Please note that the rates in the agreement (as noted in the tracked changes copy) should be finalized.
- Regarding Section 10 (Indemnification), the highlighted language works to benefit the CID. Basically, it states that the CID will still be indemnified even if the CID continues to use the contractor's services throughout the agreement.
- Regarding Section 11, this section also works to protect the CID's rights under the agreement. This section states that if the CID waives an obligation under the agreement, that doesn't mean that the contractor can choose to not perform its other obligations or that same obligation in the future. An example would be if the CID allowed the contractor to submit its invoices late one month (in violation of Section 8) due to an unforeseen circumstance. The contractor couldn't then again turn in an invoice late and argue that the CID waived this requirement before and must waive it again.
- For Section 16, we should add both Park Central and Husch Blackwell to receive notices under the agreement. I've added Husch's address and the left some blanks for you to fill in for Park Central.
- For Section 20, this section is standard and we are okay with it as-is.
- Please have your insurance agent/consultant check Exhibit B to make sure the requested coverage meets your expectations.
- For the question noted in Exhibit A regarding the patrol falling outside of the CID, this is not okay. Under the governing statute(67.1461(21)) , the CID is limited to providing such security services within the CID boundaries only. **The patrol needs to occur within those boundaries.**

Please feel free to give me a call on any of the above or let us know if you have additional concerns or questions.

Thank you,

2019 SECURITY SERVICE AGREEMENT
By and Between
CAMPBELL SECURITY AND SERVICE GROUP, LLC
AND
THE GROVE COMMUNITY IMPROVEMENT DISTRICT

THIS AGREEMENT ("Contract"), made as of the _____ day of _____, 2019 between THE GROVE COMMUNITY IMPROVEMENT DISTRICT (hereinafter referred to as the "CID"), and CAMPBELL SECURITY AND SERVICE GROUP, LLC (hereinafter referred to as "CONTRACTOR"), a limited liability company incorporated under the laws of Missouri:

WITNESSETH THAT:

WHEREAS, among the powers granted by law to the CID is the power to ~~provide special police for the protection and enjoyment of the property owners and general public within~~ contract for security personnel within the boundaries of the CID; and

WHEREAS, the CONTRACTOR has the necessary expertise and skill to perform ~~policing~~ security services; and

WHEREAS, the CID desires to have the CONTRACTOR furnish licensed, trained, uniformed, and active Police Officers (hereinafter referred to as "Officers") for the purposes of providing security services within the boundaries of the CID. The CID boundaries are as indicated in Exhibit A attached hereto and hereby made a part of this Contract.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Schedule of Services. CONTRACTOR shall furnish Police Officers for the patrol and protection of the CID in accordance with the following schedule:

- **Thursday (4 Officers)**
 - 7:30pm-11:30pm (1 Officer)
 - 11:30pm - 3:30am (2 Officers)
- **Friday (4 Officers)**
 - 7:30pm - 11:30pm (2 Officers)
 - 11:30pm - 3:30 am (2 Officers)
- **Saturday (4 Officers)**
 - 7:30pm - 11:30pm (2 Officer)
 - 11:30pm - 3:30 am (2 Officers)
- **Sunday (3 Officers)**
 - 9:00pm - 1:00am (2 Officers)
- Shift should be provided on the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Halloween Day (Shifts Starting 4pm through 11:30pm)

- Thanksgiving Eve (Shifts Starting 4pm through 11:30pm)
- Thanksgiving Day
- Christmas Eve (Shifts Starting 4pm through 11:30pm)
- Christmas Day
- New Year's Eve
- Special Event in the District
 - Grove Fest
 - IndiHop

Other shift needs, times, and locations will be determined by the Central West End Neighborhood Security Initiative (hereinafter referred to as "CWENSI") as approved by the CID and informed by the following criteria:

- a. CONTRACTOR's own internal crime data and law enforcement experience;
- b. Crime data obtained from databases managed by the St. Louis Metropolitan Police Department (hereinafter referred to as "SLMPD");
- c. Requests from the SLMPD;
- d. Requests from the representative of the CID designated in writing by the CID to the Contractor (hereinafter the "the CID Representative"); and
- e. the CID's Annual Security Budget ([as hereinafter defined](#)).

2. Budget. The CID shall provide the CONTRACTOR with an [annual security budget \(the "Annual Security Budget"\)](#) designated specifically for the CONTRACTOR's services. The Annual Security Budget for the upcoming contract year will be provided to the contractor before June 1st of the preceding year.

3. Services to be Provided. CONTRACTOR shall furnish said Officers completely outfitted with uniforms and all necessary equipment. Officers shall at all times adhere to SLMPD Policy and Procedures in effect at the time and perform the following duties:

- a. Conduct patrols of the CID via foot or the CONTRACTOR's owned or leased mountain bikes, all-terrain vehicles, or automobiles.
- b. Carry CONTRACTOR's Global Positioning Devices (hereafter referred to as "GPS").
- c. During patrols guard the CID against crimes against persons and property to include, but not limited to, theft, trespass, burglary, vandalism, robbery, and assault. Every effort shall be made to prevent crime; however, due to the nature of criminal activity and detection of same, there is no guarantee and the CONTRACTOR will not be held liable by any means for such incidents when they occur, [except to the extent caused by the negligent acts or willful misconduct of CONTRACTOR](#).
- d. Affect arrests and complete SLMPD reports when deemed necessary by SLMPD Policy and Procedures in effect at the time.
- e. Electronically report their daily activities, unusual incidents, or hazardous conditions promptly to the CWENSI.
- f. Coordinate the duties it performs hereunder with the SLMPD from time to time as necessary or appropriate.

g. Attend legal proceedings as deemed necessary by order of the courts or as reasonably requested by the CID Representative.

4. SLMPD Radio Protocol. CONTRACTOR's Officers shall utilize their radios issued by SLMPD in the following ways:

- a. When Officers start their shifts, they shall utilize their radio with the call letters provided for each secondary location in District 2 and sign on with the SLMPD dispatcher.
- b. If Officers conduct any activity; including but not limited to a business check, an abandoned car check, or a stop and frisk; they shall advise the SLMPD dispatcher of their activity and location.
- c. When Officers complete their shifts, they shall advise the dispatcher they have completed it and sign off.

5. Insurance. CONTRACTOR agrees to have and keep in full force the policies set forth in Exhibit B, entitled "Insurance Requirements", which is attached hereto and incorporated herein at all times during the term of this Contract. All policies, endorsements, certificates and/or binders shall be subject to approval by the CID's Representative as to form and content. These requirements are subject to amendment or waiver if so previously approved in writing by the CID's Representative. CONTRACTOR agrees to provide the CID with a copy of said policies, certificates and/or endorsement before work commences under this Contract.

6. Designated Representative of Contractor. CONTRACTOR is responsible for the direct supervision of the Officers through its designated representative. Such representative shall, in turn, be available at all reasonable times to report to and confer with the CID Representative with respect to the services.

7. Provisions of Officers. The CONTRACTOR's protection service covered by this ~~contract~~ Contract shall be performed by P.O.S.T, certified Police Officers, all of whom shall be active and in good standing with their respected agency, all while in strict conformity with the best practices and such standards as may be prescribed by CONTRACTOR from time to time. Upon request by the CID Representative, CONTRACTOR shall remove from service hereunder any of its employees who, in the sole determination of the CID, has engaged in improper conduct or is not qualified to perform the work assigned to him.

8. Invoice and Payment. CONTRACTOR shall furnish the CID with detailed invoices on the 15th and last day of each month. Such invoices are payable to CONTRACTOR by the CID on or before thirty (30) calendar days after receipt of invoice. CONTRACTOR shall furnish the CWENSI with full invoicing backup documentation.

9. Rates. For the services rendered hereunder, the CID shall pay CONTRACTOR as follows:

- a. FIFTY-FIVE DOLLARS ~~(\$55.00)~~ per hour per Officer
- b. FIFTY-FIVE DOLLARS (\$55.00) per hour per Officer working past their scheduled shift and directly related to an arrest or incident occurring while working for the CID by CONTRACTOR.
- c. FIFTY-FIVE DOLLARS (\$55.00) per hour (minimum of two hours) per Officer in the event of a warrant application related to an arrest made by the Officer during

Comment [K1]: There was interest in changing this to granting the CID the ability to remove any Officer for any reason. This was met with internal concern regarding employer liability issues. One board member suggested an internal review system might suffice to avoid liability. Please advise.

Comment [K2]: These rates are not yet determined, but the CID anticipates \$70 per hour per officer through June 2021 followed by \$72.50 from July 1, 2021 through June 2022.

the course of the Officer's duties for the CID by CONTRACTOR.

- d. In the event an Officer is subpoenaed to court directly related to an arrest or incident which occurred while working for the CID by CONTRACTOR the CID will be charged FIFTY-FIVE DOLLARS (\$55.00) per hour for said court time.
- e. Holiday Rates – The following days will be billed at EIGHTY-TWO DOLLARS AND FIFTY CENTS (\$82.50) per hour:

- New ~~Years~~Year's Day
- Memorial Day
- Independence Day
- Labor Day
- CWE Halloween Party
- Halloween Night (Shifts Starting 4pm through 11:30pm)
- Thanksgiving Eve (Shifts starting 4pm through 11:30pm)
- Thanksgiving Day
- Christmas Eve (Shifts starting 4pm through 11:30pm)
- Christmas Day
- New Year's Eve
- Special Events Approved by the CWENSI

- 10. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless the CID, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or active negligent acts or omissions by CONTRACTOR's officers, employees ~~or~~ agents, representatives or subcontractors. [The acceptance of said services and duties by the CID shall not operate as a waiver of such right of indemnification.]
- 11. Waiver. CONTRACTOR agrees that waiver by the CID of any breach or violation of any terms or condition of this Contract shall not be deemed to be a waiver of any other term or condition or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the CID of any work or services by CONTRACTOR shall not be deemed a waiver of any term or condition of this Contract.
- 12. Independent Contractor: It is understood and agreed that CONTRACTOR, in the performance of this Contract, shall act and be an independent CONTRACTOR and not an agent or employee of the CID; and as an independent CONTRACTOR, CONTRACTOR and all persons employed through CONTRACTOR shall obtain no rights to salary, retirement benefits or other benefits which may accrue to the CID's employees, and CONTRACTOR hereby expressly waives any claim it, or anyone claiming through it, may have to any such rights. CONTRACTOR shall maintain complete control over all of CONTRACTOR's employees, any subcontracting subcontractors, and CONTRACTOR's operations. Neither CONTRACTOR nor any person retained by CONTRACTOR may represent, act, or purport to act as the agent, representative or employee of the CID. Neither CONTRACTOR nor the CID is granted any right or authority to assume or create any obligation on behalf of the other.
- 13. Compliance with Laws and Policies and Procedures of SLMPD. CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws")

Comment [K3]: To be determined

Comment [K4]: There was uncertainty regarding the implications of this sentence. Please advise.

Comment [K5]: Again, specific attention was raised regarding this section. Please advise.

of the United States of America, the State of Missouri and the City of St. Louis, and to the Policies and Procedures of the SLMPD in effect at the time.

14. Non-discrimination. CONTRACTOR shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Contract.
15. Term, termination and modification.
 - a. This contract shall be terminable by CONTRACTOR as to the CID or by the CID as to CONTRACTOR, with or without cause, upon giving of thirty (30) days' written notice.
 - b. The CONTRACTOR reserves the right to suspend or reduce services if payment for said services becomes in excess of 30 days from date of invoice.
 - c. This initial term of this Contract extends from December 15, 2019 to June 30, 2022.
 - d. After the initial term, this contract can be renewed for a period of up to one year by the CID and CONTRACTOR by the sending of a simple letter so renewing this contract signed by an officer of the CID. This contract can be renewed if desired multiple times.
16. Notices. A notice, demand or other communication under this Contract by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, as follows
 - a. THE GROVE COMMUNITY IMPROVEMENT DISTRICT:

Address: 447 North Euclid
St. Louis, MO 63108
Attn.: Jim Whyte
Email: jwhyte@cwensi.com
Facsimile: 314.361.0496

With a copy to: [Park Central Development](#)

Address: [4512 Manchester Ave., Suite 100](#)
[St. Louis, MO 63110](#)

Attn.:

Email:

Facsimile:

With a copy to: [Husch Blackwell LLP](#)

Address: [190 Carondelet Plaza, Suite 600](#)
[St. Louis, MO 63105](#)

Attn.: David G. Richardson
Email: david.richardson@huschblackwell.com
Facsimile: (314) 480-1505

b. CAMPBELL SECURITY AND SERVICE GROUP, LLC:

Address: 2350 S. 7th Street, Suite 130
St. Louis, MO 63104
Attn.: Chris Saracino
Email: chris@campbellsecuritygroup.com

Or such ~~to her~~other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Paragraph.

17. Assignability. The parties agree that the expertise and experience of Contractor are material considerations in this Agreement. Contractor shall not assign or transfer any interest in this Contract nor the performance of any of Contractors obligations hereunder, with the prior written consent of CID, and any attempt by Contractor to assign this Contract or any rights, duties, or obligations arising hereunder shall be void and of no effect.
18. Subcontractors. Contractor may not use subcontractors to perform any services authorized under this Contract.
19. Governing Law. CID and Contractor agree that the law governing this Contract shall be that of the State of Missouri.
20. Venue. In the event that suit is brought by either party to this Contract, the parties agree that venue must be exclusively vested in the 22nd Judicial Circuit Court of the State of Missouri, or if federal jurisdiction is appropriate, exclusively in the United States District Court of Eastern Missouri.
21. Confidential Information. All data, documents, discussions or other information developed or received by or for Contractor in performance of this Contract are confidential and must not be disclosed to any person except as authorized by the CID, or as required by law.

Comment [K6]: This section was specifically noted for legal review.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the day and year first above written.

THE GROVE SPECIAL BUSINESS DISTRICT

By: _____

Date: _____

CAMPBELL SECURITY AND SERVICE GROUP, LLC

By: _____

Date: _____

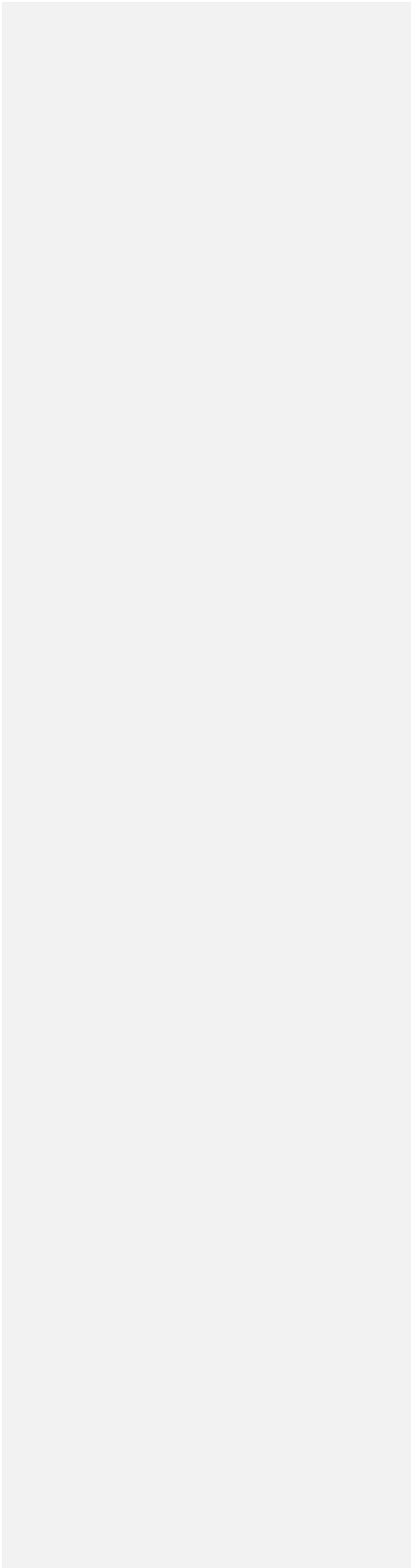


Exhibit A
CID Boundaries

Comment [K7]: The patrol boundaries fall outside of the CID boundaries in order to account for CID patron parking. Is this acceptable?

The Grove Neighborhood

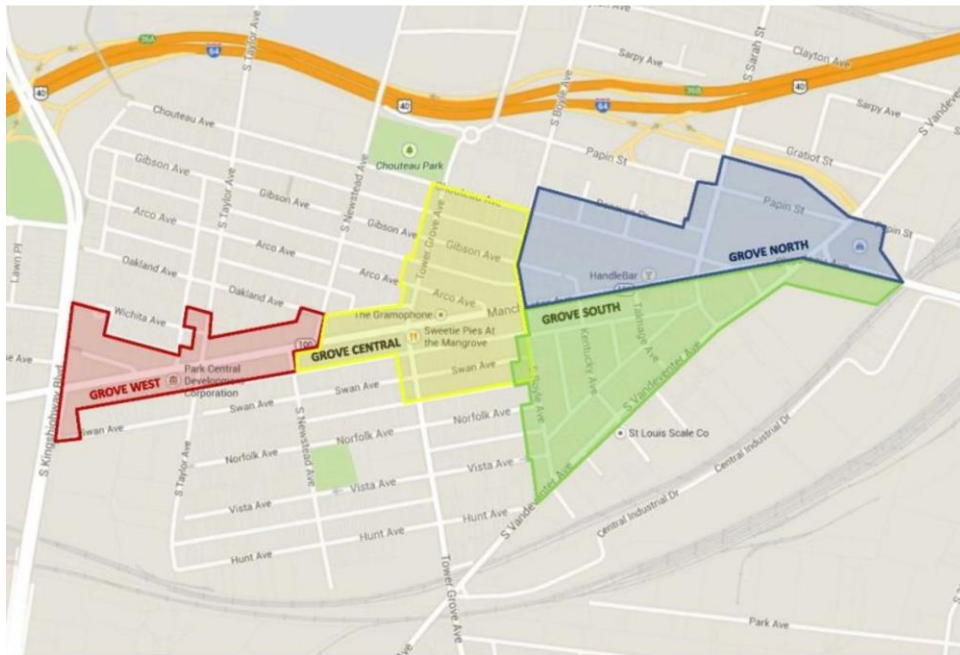


Exhibit B

Insurance Requirements

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or ~~subCONTRACTORS~~subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance and Employer's Liability Insurance as required by Missouri Law; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CID Representative.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limited no less than

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by Missouri Law and Employers' Liability limits of \$1,000,000 per accident; and

4. Professional Liability Errors & Omissions: \$1,000,000 per occurrence/aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by the CID. At the option of the CID, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CID, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CID

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. the CID, its officers, employees, agents or CONTRACTORS are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and complete operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CID, its officers, employees, agents and CONTRACTORS.
 - b. CONTRACTOR's insurance coverage shall be primary insurance as respects the CID, its officers, employees, agents and CONTRACTORS. Any insurance or self-insurance maintained by the CID, its officers, employees, agents or CONTRACTORS shall be excess of CONTRACTOR's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided the CID, its officers, employees, agents or CONTRACTORS.
 - d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the CID, its officers, employees, agents and CONTRACTORS.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the CID.

F. Verification of Coverage

CONTRACTOR shall furnish the CID with certificates of insurance and with original endorsements affecting coverage required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either e-mailed in pdf format to the CID, jwhyte@cwensi.com or mailed to the following postal address or any subsequent address as may be directed in writing by the CID.

CWE NSI
447 N. Euclid
St. Louis, MO 63108

Document comparison by Workshare 9.5 on Tuesday, December 03, 2019
8:56:15 PM

Input:	
Document 1 ID	netdocuments://4840-4557-5854/1
Description	Grove CID - 2019 Security Service Agreement
Document 2 ID	netdocuments://4840-4557-5854/2
Description	Grove CID - 2019 Security Service Agreement
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	26
Deletions	7
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	33

Patrick J. Eckelkamp
Attorney

190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Direct: 314.345.6267
Fax: 314.480.1505
patrick.eckelkamp@huschblackwell.com

November __, 2019

REGISTERED MAIL

Sue DeMond
DeMond Signs, Inc.
93 Betty Lane
P.O. Box 414
O'Fallon, IL 62269

Re: Failure to Perform and Repair Signage and LED Lighting

Dear Ms. DeMond:

We represent the Grove Community Improvement District (the "**Grove CID**") in connection with the matters referenced above and further described below.

I. Negligent Installation of Grove LED Lighting Display

As you know, on or about July 8, 2016, the Grove CID contracted (the "**July Agreement**") with DeMond Signs, Inc. ("**DeMond**") to install eighteen LED globes of various sizes for a lighting display located near Manchester Avenue and west Vandeventer Avenue in St. Louis, Missouri (the "**Display**"). As set forth in the July Agreement, DeMond agreed to, among other things, furnish and install the Display, as well as connect the Display to electricity, in exchange for payment of \$34,842.00. DeMond represented that its employees and subcontractors would perform this work in a professional and competent manner.

After entering into the July Agreement, DeMond proceeded to install the Display. During the course of its installation, DeMond failed to exercise the professional skill and care required under the July Agreement in numerous ways, including but not limited to: (1) improperly drilling holes into the Display's control box which allowed water to reach and damage its interior; (2) faultily replacing components of the Display's control box during installation; (3) defectively closing the Display's control box which damaged its wiring; and (4) faultily sealing dry rated enclosures which allowed water damage and rusting to occur. This failure to properly install the Display resulted in significant damage to the Display and its components, causing water to leak through and destroy the LED lighting and other equipment. Upon learning of DeMond's negligent installation of the Display, the Grove CID informed DeMond of these issues. As you

know, DeMond agreed to repair and replace the Display on February 20, 2019. However, as of the date of this letter, the repairs remain incomplete.

II. Failure to Perform Repair of the Grove Sign

In addition, on or about April 22, 2019, the Grove CID contracted (the “**April Agreement**”) with DeMond to repair the approximately 24 x 9 ft. double-faced sign at the intersection of Manchester Avenue and Sarah Street after it had been damaged (the “**Sign**”). DeMond agreed to, among other things, transport and repair the Sign, in exchange for payment of \$29,824.00 (the “**Sign Repair**”). DeMond again represented that its employees and subcontractors would perform this work in a professional and competent manner. Despite receiving the down payment of \$12,272.00 for the Sign’s repair, DeMond has failed to begin performance of its obligations under the April Agreement and is in breach of its contractual obligations to repair the Sign.

For all of these reasons, the Grove CID demands (i) that DeMond immediately repair and replace the Display *at its own cost and expense* (the “**Display Repair**”) and (ii) complete the Sign Repair in accordance with the April Agreement. Should DeMond fail to both complete the Display Repair and Sign Repair in accordance with this letter by December 13, 2019, the Grove CID shall pursue all rights and remedies available against DeMond, at law or in equity.

Without limitation of the foregoing, the Grove CID hereby reserves all rights and remedies afforded and available to it under applicable law with respect to the subject matter of this letter. No delay by the Grove CID in the exercise of its rights and remedies should be considered a waiver or release of any right, and nothing contained herein shall be considered a waiver of any existing default or a waiver of any right or remedy of the Grove CID under the July Agreement and April Agreement, at law or in equity.

Sincerely,

Patrick J. Eckelkamp
Attorney