



EUCLID SOUTH

COMMUNITY IMPROVEMENT DISTRICT

Euclid South CID Board of Directors Meeting

TO BE HELD

October 20th , 2022 – 1:30pm
at 4512 Manchester Avenue, #100
St. Louis, MO 63110 (Zoom)

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on October 20th at 1:30pm via conference call, the Euclid South Community Improvement District (the "District") will hold a **Board of Directors** 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. **Public Comment**
3. **Approval of Previous Month Minutes**
4. **Project Reports**
 - a. **Safety & Security**
 - i. CWE NSI
 - ii. The City's Finest
 1. Contract Renewal – APPROVAL
 - b. **Finance**
 - i. Financial – Approval
 - ii. FY 2022 Audit Report
 - iii. Annual Report to the City
 - c. **Public Infrastructure**
 - i. Streetscape Improvements – Street Furniture Update (No Update)
5. **Other Business**
 - a. Board Appointments – UPDATE
 - b. Holiday Decorations-Update
 - c. Meeting Schedule
 - d. NSI Board Representation
6. **Adjournment**

Please Note: Due to COVID-19 physical access to the general Board meeting by the public will be temporary closed and replaced by phone conferencing. To attend the meeting by phone, please dial

1-312-626-6799, meeting ID: 840 1762 8984

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: 10-17-2022

TIME: 5:00 PM

Euclid South CID Board of Directors Meeting Minutes
July 21, 2022, at 1:30 p.m.
At 4512 Manchester Avenue, St. Louis, MO 63110 (Zoom)

Board Members in Attendance: Brian Phillips, Mark Rubin, Josh Udelhofen, Brian Davies - via phone/video

Board Members Not in Attendance:

Others in Attendance: Jim Whyte (CWE NSI), Ron Coleman (City of St. Louis), John Beatty (Johnson Spa) Ashley Johnson (Park Central Development) – via phone/video

1. **Call to Order:** M. Rubin called the meeting to order at 1:32 PM.
2. **Public Comment:**
3. **Approval of Previous Meeting Minutes** B. Phillips motioned to approve the previous month meeting minutes; J. Udelhofen seconded. All in favor- motion approved.
4. **Project Reports:**
 - a. **Safety & Security-**
 - i. **CWE NSI:** J. Whyte presented NSI crime report for June 2022. Overall total crime increased 22%. Juveniles stealing car's is a major issue for Central West End neighborhood and is impacting the crime statistics. Due to a lack of police patrols and reduction of SLMPD resource, J. Whyte shared what the future of safety and security should be. Specifically, he noted that there need to be more cameras, the NSI is considering patrols administration, more focus on in-house investigations by NSI staff, and the use of social media to identify offenders. A. Johnson noted that C. Betts with TCF hasn't been response and she hasn't been able to get an updated contract for renewal. A. Johnson asked J. Whyte to reach out to TCF to get the new contract for approval. J. Whyte agreed to do so.
 - b. **Public Infrastructure-** M. Rubin noted the streetscape project is on hold due to need to secure funding. B. Davies noted that he doesn't believe the district will be able to get financed. The board discussed other funding options. B. Phillips volunteered to speak with the Don Roe and seek his advice on how to move forward. However, if the full streetscape project can not get funded, B. Piliip suggest moving forward with updating the street furniture. J. Beatty voice his support for doing some street furniture enhancements and asked A. Johnson to send him the streetscape plan. M. Rubin volunteered to reach out to Laurel and bring her back into the conversation about the street furniture enhancements.
 - c. **Financial report –** A. Johnson presented the financial report. B. Davies motioned to approve the financials; J. Udelhofen seconded. All in favor – motion approved.
 - d. **Other Business –** B. Davies motioned to renew B. Davies, B. Phillips, and J. Udelhofen board seats; B. Phillips second. All in favor – motioned passed. Board discussed moving back to in-person meetings and agreed to keep meeting virtually. A. Johnson gave an update on the overgrown weeds in the district and a there is a need for weed abatement. B. Davies motioned

to approved weed abatement; B. Phillips second. All in favor – motion approved. J. Beatty mentioned the need to remove the dead trees in the district. R. Coleman noted the city is aware of the dead trees. The Board asked R. Coleman to go ahead and begin replanting the new trees and share cost estimate for planting the trees. A. Johnson noted that a new business is moving into the old Wildflower (4590 Laclede Ave.). Currently, the property owner isn't comfortable sharing the name of the business.

- 5. Adjournment:** B. Phillips motioned to adjourn; B. Davies second. All in favor - meeting adjourned at 2:06 PM.

DRAFT

Euclid South CID Board of Directors Meeting Minutes
August 18, 2022, at 1:30 p.m.
At 4512 Manchester Avenue, St. Louis, MO 63110 (Zoom)

Board Members in Attendance: Brian Phillips, Mark Rubin, Josh Udelhofen,

Board Members Not in Attendance: Brian Davies

Others in Attendance: Jim Whyte (CWE NSI), Ron Coleman (City of St. Louis), John Beatty (Johnson Spa) A. Abdullah, A. Pendilton.

1. **Call to Order:** M. Rubin called the meeting to order at 1:37 PM.
2. **Public Comment:** The Board Chair acknowledged members of the public for public comment.
3. **Approval of Previous Meeting Minutes** B. Phillips motioned to approve the previous month meeting minutes; J. Udelhofen seconded. All in favor- motion approved.
4. **Project Reports:**
 - a. **Safety & Security-**
 - I. **CWE NSI:** J. Whyte presented NSI crime report for July 2022. Overall total crime increased for the year. Juveniles stealing car's is a major issue for Central West End neighborhood and is impacting the crime statistics.
 - II. The City's finest contract was presented for Approval. Motion Made for approval by B.Phillips, Seconded by M. Rubin motion passed with not objections or abstentions.
 - b. **Public Infrastructure-** M. Rubin noted the streetscape project is on hold due to need to secure funding.
 - c. **Financial report –**
 - I. A. Pendilton presented the financial report. B. Phillips motioned to approve the financials; J. Udelhofen seconded. All in favor – motion approved
 - II. A. Pendilton presented the FY 2021 Audit. B. Phillips motioned to approve the financials; M. Rubin seconded. All in favor – motion approved A. Pendilton stated the 2022 Audit would be ready for approval at the next meeting.
 - d. **Other Business –**
 - I. A. Abdullah gave and update on the Board updated. He stated staff would reach out to the Mayor's office and the local alderperson for updates and request she attend the next meeting to give and update
 - II. A. Abdullah gave a presentation on the districts sales tax data and how it trended by industry.
 - III. A. Abdullah highlighted the Business Spotlight completed by PCD staff on Chick N' Cone
5. **Adjournment:** B. Phillips motioned to adjourn; M. Rubin second. All in favor - meeting adjourned at 2:05 PM.

2022 SECURITY SERVICE AGREEMENT

**By and Between
THE CITY'S FINEST, LLC
AND EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT**

THIS AGREEMENT ("Contract"), made as of the _____ day of _____, 2022 between THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT (hereinafter referred to as the "CID"), and THE CITY'S FINEST, 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 services to enhance the safety and enjoyment of the property owners and general public within the CID; and

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

WHEREAS, the CID desires to have the CONTRACTOR furnish licensed, trained, uniformed, Police Officers (hereinafter referred to as "Police Officers") and Security Officers (hereinafter referred to as "Security Officers") for the purposes of providing security services within the boundaries of the CID. Additionally, the CID desires to have the CONTRACTOR furnish trained and uniformed Neighborhood Ambassadors (hereinafter referred to as "Ambassadors") for the purposes of providing information 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. Determination of Services. CONTRACTOR shall furnish Police Officers, Security Officers and Ambassadors for the patrol of the CID at various dates and times to be determined by the CONTRACTOR in order to meet the needs and requests of the CID. The CONTRACTOR will use information from the following when designing a patrol strategy:
 - 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. Recommendations from the Office of the Central West End's Neighborhood Security Initiative (hereinafter referred to as "NSI");
 - 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.

2. Budget. The CID shall provide the CONTRACTOR with an 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 on or before June 1st of the preceding year. The NSI and the CONTRACTOR will work together to determine prudent month-to-month budget allocations for the upcoming year. The month-to-month budget allocations for the upcoming year will be finalized and approved by the NSI on or before 15th of the preceding year. Throughout the course of the year the CONTRACTOR may modify the month-to-month budget allocations to help compensate for crime trends, special events, NSI/CID requests and actual budget usage. Any changes to the month-to-month budget allocations will be communicated to the NSI in a timely manner.
3. Budget Tracker. The NSI approved month-to-month budget allocations will be illustrated in the CONTRACTOR's budget tracker product. The budget tracker will be updated monthly to reflect the CONTRACTOR's actual usage of the budget through the last day of the previous month. Any overages and shortages relative to the use of the month-to-month budget will be summarized in the budget tracker. The CONTRACTOR will provide the NSI will make every attempt to provide the NSI with an updated budget tracker by the 10th of each month; however, there is no guarantee due to the nature of data used to compile the budget tracker.
4. Schedule. The CONTRACTOR will construct schedules for the CID in accordance with the allocated monthly budgets. Due to the nature of the CONTRACTOR's services, the CONTRACTOR reserves the right to modify the scheduled date, start time, end time, or duration of shifts.
5. Services to be Provided. CONTRACTOR shall furnish said Police Officers, Security Officers and Ambassadors completely outfitted with uniforms and all necessary equipment. Police Officers, Security Officers and Ambassadors shall perform the following duties:
 - a. Police Officers shall at all times adhere to policy and procedures set forth by the SLMPD.
 - b. Security Officers shall at all times adhere to policies and procedures set forth by the St. Louis Metropolitan Police Department's Private Security Division.
 - c. Police Officers, Security Officers and Ambassadors shall at all times adhere to the policy and procedures set forth by the CONTRACTOR.
 - d. Police Officers and Ambassadors shall conduct patrols of the CID via foot or the CONTRACTOR's owned mountain bikes or automobiles.
 - e. Security Officers shall conduct patrols of various specific business, addresses, private streets or special events within the CID via foot or CONTRACTOR's owned mountain bikes or automobiles.
 - f. Police Officers shall patrol the CID in an effort to protect 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. Police Officers, nor the CONTRACTOR will be held liable by any means for criminal incidents when they occur.

- g. Security Officers shall patrol various specific business, addresses, private streets or special events within the CID, in an effort to protect the location 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. Security Officers, nor the CONTRACTOR will be held liable by any means for criminal incidents when they occur.
 - h. Ambassadors shall patrol the CID in an effort to observe and report safety or quality of life concerns within the CID to the CONTRACTOR and the NSI. In addition, the Ambassadors will assist visitors and residents of the CID with directions and general information services regarding events and locations of interest within or near the CID. The Ambassadors may engage in various other non-security citizen service roles as approved by the CONTRACTOR in coordination with the NSI. Ambassadors shall have no security role and they, nor the CONTRACTOR, will be held liable by any means for any type of criminal incident when they occur.
 - i. Police Officers, Security Officers and Ambassadors shall carry CONTRACTOR's Global Positioning Devices (hereafter referred to as "GPS") unless otherwise excluded per approval of the CONTRACTOR in coordination with the NSI.
 - j. Police Officers, Security Officers and Ambassadors shall carry a CONTRACTOR's handheld device containing the CONTRACTOR's mobile reporting software (hereafter referred to as MobileDMS) unless otherwise excluded per the approval of the CONTRACTOR in coordination with the NSI.
 - k. Police Officers, Security Officers and Ambassadors shall use the MobileDMS to electronically report their daily activities, unusual incidents, or hazardous conditions promptly to the CONTRACTOR and NSI.
 - l. Police Officers at times may be required to effect arrests and complete SLMPD reports when deemed necessary by SLMPD's policy and procedures in effect at the time.
 - m. Security Officers at times may be required to effect arrests when deemed necessary by St. Louis Metropolitan Police Department's Private Security Division's policies and procedures in effect at the time.
 - n. Police Offices may coordinate the duties they perform hereunder with the SLMPD from time to time as necessary or appropriate.
 - o. Police Officers, Security Officers and Ambassadors may be required to attend legal proceedings by order of the courts.
6. Access to MobileDMS. CONTRACTOR may grant a designated representative from the CID or NSI access to certain functions of the MobileDMS. The CONTRACTOR can, without cause or warning, suspend or revoke the designated representative's access to the

MobileDMS. Data within the MobileDMS is considered highly confidential and the designated representative(s) from the CID or NSI shall not share any data or access to the system without express written permission from the CONTRACTOR.

7. Access to GPS. CONTRACTOR may grant a designated representative from the NSI access to the CONTRACTOR's GPS system. For the safety of the CONTRACTOR's Police Officers, Security Officers and Ambassadors use of the system is restricted to the designated representative(s) of the NSI staff. The CONTRACTOR can, without cause or warning, suspend or revoke the designated representative's access to the GPS system. The NSI shall not share any data or access to the system without express written permission from the CONTRACTOR.
8. 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 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.
9. 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.
10. Provisions of Officers. The CONTRACTOR's Police Officer service covered by this 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. 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 or her.
11. Invoice and Payment. CONTRACTOR shall furnish the CID with detailed invoices near the 15th and last day of each month. Such invoices are payable to CONTRACTOR by the CID on or before thirty (30) calendar days from the date of the invoice. Upon payment not received after the aforementioned 30-day period, CONTRACTOR may levy an immediate 4% penalty, then an additional 4% penalty every 30 days thereafter (compounded).
12. Rates. For the services rendered hereunder, the CID shall pay CONTRACTOR as follows:
 - a. EIGHTY DOLLARS (\$80.00) per hour / per Police Officer / for all shifts excluding the below listed holidays.

- b. EIGHTY DOLLARS AND FIFTY CENTS (\$80.00) per hour / per Police Officer for a minimum of two hours in the event of a warrant application or any associated court time related to an arrest or incident involving the CONTRACTOR's Police Officer during the course of the Police Officer's duties for the CID by the CONTRACTOR.
 - c. FORTY DOLLARS (\$40.00) per hour / per Security Officer or Ambassador.
 - d. Any shift starting on the following days will be billed at ONE HUNDRED AND TWENTY DOLLARS per hour / per Police Officer or SIXTY DOLLARS (\$60.00) per hour / per Security Officer or Ambassador:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - 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 NSI
13. 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. The acceptance of said services and duties by the CID shall not operate as a waiver of such right of indemnification.
14. 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.
15. 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.

16. Compliance with Laws and Policies and Procedures of SLMPD. CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations (collectively, “laws”) of the United States of America, the State of Missouri and the City of St. Louis. Additionally, the CONTRACTOR shall comply with the policies and procedures of the SLMPD and the St. Louis Metropolitan Police Department’s Private Security Division in effect at the time.
17. 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.
18. 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 July 1, 2022 through June 31, 2024.
 - 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.
19. 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. EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT:

Address: 4512 Manchester Avenue, Suite 100
St. Louis, MO 63110
Attn.: Park Central Development Corporation
Facsimile: 314.535.5311

b. THE CITY'S FINEST, LLC

Address: 1039 Tower Grove Avenue
St. Louis, MO 63131
Attn.: Charles R. Betts, Jr.
President & CEO

Or such to her 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.

20. 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 Contractor's 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.
21. Subcontractors. Contractor may not use subcontractors to perform any services authorized under this Contract.
22. Governing Law. CID and Contractor agree that the law governing this Contract shall be that of the State of Missouri.
23. 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.
24. 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.

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

EUCLID SOUTH COMMUNITY
IMPROVEMENT DISTRICT

By: _____

Date: _____

THE CITY'S FINEST, LLC

By:  _____

Charles R. Betts, Jr., President & CEO

Date: **July 1, 2022** _____

Exhibit A

CID Boundaries

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.

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, nonowned 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, ashley@pcd-stl.org or mailed to the following postal address or any subsequent address as may be directed in writing by the CID.

Park Central Development Corporation
4512 Manchester Avenue, Suite 100
St. Louis, MO 63110

Euclid South Community Improvement District

Balance Sheet

10/07/22

As of September 30, 2022

Cash Basis

	<u>Sep 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · Simmons Bank Checking #4652	118,795.40
10001 · Simmons Bank MM Acct #4660	723,574.85
Total Checking/Savings	<u>842,370.25</u>
Total Current Assets	<u>842,370.25</u>
TOTAL ASSETS	<u>842,370.25</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-0.04
Total Accounts Payable	<u>-0.04</u>
Total Current Liabilities	<u>-0.04</u>
Total Liabilities	-0.04
Equity	
32000 · Net Assets	803,419.54
Net Income	38,950.75
Total Equity	<u>842,370.29</u>
TOTAL LIABILITIES & EQUITY	<u>842,370.25</u>

Euclid South Community Improvement District Profit & Loss Budget Performance September 2022

	<u>Sep 22</u>	<u>Jul - Sep 22</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense				
Income				
43499 · Reserves	0.00	0.00	0.00	0.00
43200 · CID 1% Sales and Use Tax	53,126.50	139,927.12	125,000.06	500,000.00
46400 · Interest Income	80.28	188.09		
Total Income	<u>53,206.78</u>	<u>140,115.21</u>	<u>125,000.06</u>	<u>500,000.00</u>
Expense				
50000 · Administration				
50550 · Storage Facility	76.66	229.98	162.56	650.00
50702 · Marketing Admin Services	2,083.00	8,332.00	0.00	0.00
50501 · 32 N Euclid TIF Redevelopment	0.00	0.00	0.00	25,000.00
50701 · Admin Services	2,500.00	10,000.00	13,750.03	55,000.00
50400 · Insurance - Property	0.00	0.00	0.00	0.00
50300 · Insurance-D&O; Gen Liability	0.00	0.00	0.00	1,850.00
50700 · Professional Services				
50704 · Audit	0.00	8,000.00	8,000.00	8,000.00
50703 · Legal	0.00	0.00	625.03	2,500.00
Total 50700 · Professional Services	<u>0.00</u>	<u>8,000.00</u>	<u>8,625.03</u>	<u>10,500.00</u>
Total 50000 · Administration	<u>4,659.66</u>	<u>26,561.98</u>	<u>22,537.62</u>	<u>93,000.00</u>
55000 · Marketing & Promotions				
55800 · Holiday Decorations	0.00	0.00	0.00	3,500.00
55500 · Special Events	0.00	5,000.00		
55700 · Web, Social Media	2,813.32	2,813.32	525.00	2,100.00
Total 55000 · Marketing & Promotions	<u>2,813.32</u>	<u>7,813.32</u>	<u>525.00</u>	<u>5,600.00</u>
60000 · Public Area Maint & Landscaping				
60701 · Landscaping	3,253.33	6,506.66	9,570.00	38,280.00
60702 · ATBM	8,750.00	27,312.50	20,500.03	82,000.00
Total 60000 · Public Area Maint & Landscaping	<u>12,003.33</u>	<u>33,819.16</u>	<u>30,070.03</u>	<u>120,280.00</u>
65000 · Infrastructure				
65110 · Streetscape Improvements	0.00	0.00	0.00	0.00
Total 65000 · Infrastructure	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
70000 · Public Safety & Security				
70100 · Camera System	0.00	0.00	3,250.00	13,000.00
70200 · CWE-NSI Board Seat	0.00	3,750.00	3,750.00	15,000.00
70300 · Patrols	16,240.00	29,220.00	27,500.06	110,000.00
Total 70000 · Public Safety & Security	<u>16,240.00</u>	<u>32,970.00</u>	<u>34,500.06</u>	<u>138,000.00</u>
Total Expense	<u>35,716.31</u>	<u>101,164.46</u>	<u>87,632.71</u>	<u>356,880.00</u>
Net Ordinary Income	<u>17,490.47</u>	<u>38,950.75</u>	<u>37,367.35</u>	<u>143,120.00</u>
Net Income	<u><u>17,490.47</u></u>	<u><u>38,950.75</u></u>	<u><u>37,367.35</u></u>	<u><u>143,120.00</u></u>

Euclid South Community Improvement District Transaction List by Vendor September 2022

Type	Date	Num	Memo	Amount
A T Building Maintenance				
Bill	09/06/2022	1388	Street Cleaning	-8,750.00
Central West End Business CID				
Bill	09/14/2022	CID728	Inv CID671	-2,770.98
Park Central Development Corp.				
Bill	09/14/2022	GoDaddy9.14.22	GoDaddy 2 YR Renewal	-42.34
Bill	09/15/2022	2022-09-15	Life Storage - Storage Rental	-76.66
Bill	09/20/2022	2022-09-20 (1)		-2,500.00
Bill	09/20/2022	2022-09-20		-2,083.00
SFP Landscaping, Inc				
Bill	09/06/2022	35431	New landscaping contract	-3,253.33
The City's Finest				
Bill	09/06/2022	INV-4845	Patrols	-4,100.00
Bill	09/07/2022	INV-4909	Patrols	-5,300.00
Bill	09/27/2022	INV-4937	Patrols	-6,840.00
Bills Paid in September				-35,716.31

DRAFT

**The Euclid South
Community Improvement District**

Annual Financial Statements

For The Fiscal Year Ended June 30, 2022

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INDEPENDENT AUDITORS' REPORT

To the Directors of
The Euclid South Community Improvement District
Saint Louis, Missouri

Opinions

We have audited the accompanying modified cash basis financial statements of the governmental activities and the major fund of The Euclid South Community Improvement District, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise The Euclid South Community Improvement District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective modified cash basis financial position of the governmental activities and the major fund of The Euclid South Community Improvement District, as of June 30, 2022, and the respective changes in modified cash basis financial position, and where applicable, cash flows thereof for the year then ended in accordance with the modified cash basis of accounting described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Euclid South Community Improvement District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1, and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Euclid South Community Improvement District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Euclid South Community Improvement District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the budgetary comparison schedule and related notes, but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
STATEMENT OF NET POSITION - MODIFIED CASH BASIS
JUNE 30, 2022

	Governmental Activities
ASSETS	
Current assets	
Cash and cash equivalents	\$ 803,420
Total current assets	803,420
Noncurrent assets	
Capital assets, net of accumulated depreciation	278,747
Total noncurrent assets	278,747
TOTAL ASSETS	\$ 1,082,167
 LIABILITIES	
Current liabilities	
Accounts payable	\$ 18,813
Total current liabilities	18,813
Noncurrent liabilities	
None	-
Total noncurrent liabilities	-
TOTAL LIABILITIES	\$ 18,813
 NET POSITION	
Net investment in capital assets	\$ 278,747
Restricted	-
Unrestricted	784,607
TOTAL NET POSITION	\$ 1,063,354

The notes to the financial statements are an integral part of this statement

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2022

FUNCTIONS/PROGRAMS	<u>Expenses</u>	<u>Charges for Services and Sales</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Governmental activities:					
Community improvements	\$ 327,944	\$ -	\$ -	\$ -	\$ (327,944)
Total governmental activities	<u>\$ 327,944</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (327,944)</u>

General revenues:	
Sales and use tax	499,314
Investment income	623
Total general revenues	<u>499,937</u>
Change in net position	171,993
Net position - beginning	<u>891,361</u>
Net position - ending	<u>\$ 1,063,354</u>

The notes to the financial statements are an integral part of this statement

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
STATEMENT OF ASSETS, LIABILITIES AND
FUND BALANCE - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
JUNE 30, 2022

	General
ASSETS	
Cash and cash equivalents	\$ 803,420
TOTAL ASSETS	\$ 803,420
LIABILITIES AND FUND BALANCE	
Liabilities	
Accounts payable	\$ 18,813
TOTAL LIABILITIES	18,813
Fund balance	
Unassigned	784,607
Total fund balance	784,607
TOTAL LIABILITIES AND FUND BALANCE	\$ 803,420

The notes to the financial statements are an integral part of this statement

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF ASSETS, LIABILITIES
AND FUND BALANCE - MODIFIED CASH BASIS - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION - MODIFIED CASH BASIS
JUNE 30, 2022

Total fund balance - governmental funds	\$ 784,607
Amounts reported for governmental activities in the statement of net position - modified cash basis are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.	<u>278,747</u>
Total net position of governmental activities	<u><u>\$ 1,063,354</u></u>

The notes to the financial statements are an integral part of this statement

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2022

	General
REVENUES	
Sales and use tax	\$ 499,314
Investment income	623
Total revenues	499,937
EXPENDITURES	
Current	
Community improvements	409,462
Total expenditures	409,462
Excess (deficiency) of revenues over expenditures	90,475
Fund balance - beginning of year	694,132
Fund balance - end of year	\$ 784,607

The notes to the financial statements are an integral part of this statement

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
 RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - MODIFIED CASH BASIS - GOVERNMENTAL FUNDS
 TO THE STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS
 FOR THE YEAR ENDED JUNE 30, 2022

Net change in fund balances - total governmental funds	\$	90,475
<p>Amounts reported for governmental activities in the statement of activities - modified cash basis are different because:</p>		
<p>Governmental funds report capital outlays as expenditures. However, in the statement of net position - modified cash basis the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.</p>		
Capital outlay		81,518
Change in net position of governmental activities	\$	171,993

The notes to the financial statements are an integral part of this statement

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and financial reporting policies of The Euclid South Community Improvement District (the “District”) conform to the modified cash basis of accounting (OCBOA) as applied to government entities. The following is a summary of the more significant policies.

Reporting Entity

The District has been operating since July 15, 2014, when the District was created by petition of property owners in the Central West End neighborhood in St. Louis, Missouri, and approved by Ordinance of the City of St. Louis Board of Aldermen. The term of the District began July 15, 2014, and will expire July 14, 2034. The District has also been established as a political subdivision of the State of Missouri.

The purpose of the District is to improve a specific area of the Central West End neighborhood in St. Louis, Missouri, primarily through public space improvements, maintenance, security, economic development and other programs. All revenues and expenditures of the District are recorded in the accounts of the District. The District is not a component unit of any other entity and, as such, is presented in the financial statements as a stand-alone entity. The District is exempt from federal and state taxes.

The District defines its financial reporting entity in accordance with the provisions of the Governmental Accounting Standards Board (GASB). The standards required for inclusion of component units is based primarily upon whether the District’s governing body has any significant amount of financial accountability for potential component units. The District is financially accountable if it appoints a voting majority of a potential component unit’s governing body and is able to impose its will on that potential component unit, or the potential component unit may provide specific financial benefits to, or impose specific financial burdens on, the District. Currently, the District does not have any component units.

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position - modified cash basis and the statement of activities - modified cash basis) report information on all of the nonfiduciary activities of the District. As a general rule the effect of interfund activity has been removed from these statements.

The statement of activities - modified cash basis demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Taxes, unrestricted interest earnings, gains, and other miscellaneous revenues not properly included among program revenues are reported instead as general revenues. Separate financial statements are provided for governmental funds.

Fund Accounting - Financial activities of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund balance, revenues, and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The District only maintains governmental funds. An emphasis is placed on major funds within the governmental category

The General Fund is the primary operating fund of the District and is always classified as a major fund. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.

Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe “how” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In the government-wide statement of net position - modified cash basis and the statement of activities - modified cash basis, governmental activities are presented using the economic resources measurement focus, within the limitations of the modified cash basis of accounting.

In the fund financial statements, all governmental funds utilize a “current financial resources” measurement focus as applied to the modified cash basis of accounting. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balances as their measure of available spendable financial resources at the end of the period.

In the government-wide statement of net position - modified cash basis, the statement of activities - modified cash and the fund financial statements, governmental activities are presented using a modified cash basis of accounting. This basis recognizes assets, liabilities, net position, revenues, and expenditures when they result from cash transactions with a provision for depreciation in the government-wide statements. This basis is a comprehensive basis of accounting other than U.S. generally accepted accounting principles.

Governmental activities in the government-wide financial statements and the governmental funds financial statements are presented on the modified cash basis of accounting. Accordingly, revenue is recognized and recorded when cash is received, and expenditures are recognized and recorded when checks are written. This differs from the accounting principles generally accepted in the United States of America of recording revenues and expenditures of governmental funds when they become measurable and available and when the related liability is incurred.

As a result of the use of this modified cash basis of accounting, certain assets and their related revenues and certain liabilities and their related expenses are not recorded in these financial statements. The modifications to the cash basis are capital assets and accounts payable.

Governmental Accounting Standards Board (GASB) Statement No. 33, Accounting and Financial Reporting for Nonexchange Transactions, groups nonexchange transactions into the following four classes, based upon their principal characteristics: derived tax revenues, imposed nonexchange revenues, government-mandated nonexchange transactions, and voluntary nonexchange transactions. The District did not have any government-mandated nonexchange transactions or voluntary nonexchange transactions during the year ended June 30, 2022.

Cash and Cash Equivalents

The District considers all highly liquid debt instruments with a maturity of three months or less to be cash equivalents. Missouri State Statute requires that all deposits with financial institutions be collateralized in an amount at least equal to uninsured deposits.

Uses of Estimates

The preparation of basic financial statements in conformity with the other comprehensive basis of accounting used by the District requires management to make estimates and assumptions that affect the reported amounts in the basic financial statements and the accompanying notes. Actual results could differ from those estimates.

Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District maintains commercial insurance coverage covering each of those risks of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years.

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets

Capital assets, which include land, building and improvements, equipment, and infrastructure assets, are reported in the expenses column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$1,000 and estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value on the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized.

Depreciation is being computed on the straight-line method, using asset lives as follows:

Assets	Years
Infrastructure and intangibles	3-4

Governmental Fund Balances

Fund Balance is the difference between assets and liabilities in a Governmental Fund. The following types of fund balances may be presented in the Governmental Funds Statement of Net Position - Modified Cash Basis:

Unassigned - available expendable financial resources in a Governmental Fund that are not designated for a specific purpose. The following account comprises the unassigned fund balance: General Fund.

The District uses restricted amounts first when both restricted and unrestricted fund balances are available, unless there are legal contracts that prohibit doing this.

Net Position

Net Position represents the difference between assets and liabilities. Net investment in capital assets represents the cost of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any long-term debt used to build or acquire the capital assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. All other net position is reported as unrestricted. The District utilizes restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

NOTE 2 - DEPOSITS

Missouri Statutes require that all deposits be protected by insurance, surety bond, or collateral. The market value of the collateral pledged must equal 100% of the deposits not covered by insurance or corporate surety bonds.

Deposits - At fiscal year-end, the carrying amount of the District's demand deposits totaled \$803,420 and bank balances totaled \$803,420.

Custodial Credit Risk - Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk that follows Missouri Statutes for deposits. Each depositor is insured by the Federal Deposit Insurance Corporation (FDIC) for up to \$250,000 of demand deposits and another \$250,000 for time and savings deposits. At June 30, 2022, the District held \$373,387 in uninsured deposits and there was no pledged collateral.

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 3 - CAPTIAL ASSETS

	<u>Beginning Balances</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>
Governmental activities:				
Construction in progress	\$ 197,229	\$ 81,518	\$ -	\$ 278,747
Total capital assets not being depreciated	<u>197,229</u>	<u>81,518</u>	<u>-</u>	<u>278,747</u>
<i>Capital assets being depreciated:</i>				
Infrastructure	<u>12,250</u>	<u>-</u>	<u>-</u>	<u>12,250</u>
Total capital assets being depreciated	<u>12,250</u>	<u>-</u>	<u>-</u>	<u>12,250</u>
<i>Less accumulated depreciation for:</i>				
Infrastructure	<u>12,250</u>	<u>-</u>	<u>-</u>	<u>12,250</u>
Total accumulated depreciation	<u>12,250</u>	<u>-</u>	<u>-</u>	<u>12,250</u>
Total net capital assets being depreciated	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Governmental activity capital assets, net	<u>\$ 197,229</u>	<u>\$ 81,518</u>	<u>\$ -</u>	<u>\$ 278,747</u>

No depreciation expense charged for the fiscal year ended June 30, 2022.

NOTE 4 - COMMITMENTS AND CONTINGENCIES

Administrator contract commitment: The District contracts with a related entity, whose Board Chairman is a member of the Board of Directors for the District, for the administration of the District under a noncancelable contract for the term of July 1, 2021 to June 30, 2023. The District shall pay the Administrator \$55,000 per fiscal year in monthly installments.

Street cleaning and maintenance contract commitment: The District contracted with a separate entity for street cleaning and maintenance within the District for fiscal year 2022 for approximately \$72,000. The contract expired on June 30, 2022, and was not renewed as of the audit report date.

Landscaping: The District contracted with a separate entity for landscaping improvements within the District under noncancelable contracts. The estimated costs under the contract is expected to be approximately \$40,000 per year. In January 2021 the District signed a new agreement, which covers the period of January 1, 2021 through December 31, 2023.

Security: In July 2019 the District contracted with an entity for security services within the District. The term of the contract is from July 2019 through June 30, 2022 and compensates the entities \$62.50 per hour per officer assigned to the District. The contract was not renewed as of the audit report date.

General: The District is subject to certain claims and litigation in the normal course of business. In the opinion of management, the outcome of such matters will not have a material effect on the financial position of the District.

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022

NOTE 5 - RELATED PARTY TRANSACTIONS

During fiscal 2022, the District paid \$55,016 to an organization for administrative services and other costs whose Board Chairman is a member of the Board of Directors for the District.

NOTE 6 - TAX INCREMENT FINANCING REMITTANCE

The City of St. Louis passed Ordinance No. 70519, effective December 24, 2015. That ordinance created the 32 North Euclid Redevelopment Project and provided for tax increment financing (TIF) within the 32 North Euclid Redevelopment Area, which is located within the District's boundaries.

For retail entities within the Redevelopment Area that collect sales or use taxes, which are ultimately remitted to the District, the District is required to remit 50% of those taxes over a predetermined amount to the City of St. Louis for the benefit of the TIF. For the fiscal year ended June 30, 2022, the District remitted \$19,331 to the City of St. Louis.

NOTE 7 - SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 19, 2022, the date which the financial statements were available for issue, and noted no reportable events.

Supplementary Information

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT
 BUDGETARY COMPARISON SCHEDULE
 GENERAL FUND
 FOR THE YEAR ENDED JUNE 30, 2022

	Budgeted Amounts			Variance Positive (Negative)
	Original	Final	Actual	
REVENUES				
Sales and use tax	\$ 345,000	\$ 345,000	\$ 499,314	\$ 154,314
Investment	-	-	623	623
Other	120,750	120,750	-	(120,750)
Total revenues	<u>465,750</u>	<u>465,750</u>	<u>499,937</u>	<u>34,187</u>
EXPENDITURES				
Administration	87,474	87,474	38,038	49,436
Marketing and promotion	10,000	10,000	43,514	(33,514)
Public area maintenance	90,275	90,275	83,750	6,525
Infrastructure	150,000	150,000	83,384	66,616
Public safety and security	128,000	128,000	160,776	(32,776)
Total expenditures	<u>465,749</u>	<u>465,749</u>	<u>409,462</u>	<u>56,287</u>
Excess (deficiency) of revenues over expenditures	<u>\$ 1</u>	<u>\$ 1</u>	90,475	<u>\$ 90,474</u>
Fund balance - beginning of year			<u>694,132</u>	
Fund balance - end of year			<u>\$ 784,607</u>	

THE GROVE COMMUNITY IMPROVEMENT DISTRICT
NOTES TO BUDGETARY COMPARISON INFORMATION
FOR THE YEAR ENDED JUNE 30, 2022

NOTE 1 - BUDGETS AND BUDGETARY ACCOUNTING

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- a. The budget is prepared on the modified cash basis of accounting.
- b. State law requires that no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, each CID's Board of Directors shall submit to the governing body of the municipality a proposed annual budget, setting forth expected expenditures, revenues, and rates of assessment and taxes, if any, for such fiscal year.

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Management Comment Letter

September 19, 2022

The Euclid South Community Improvement District
4512 Manchester Ave, Suite 100
St. Louis, MO 63110

Ladies and gentlemen of the board:

In planning and performing our audit of the modified cash basis financial statements of the governmental activities, and the major fund information of the The Euclid South community Improvement District (the District) as of and for the fiscal year ended June 30, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of District's internal control. Accordingly, we do not express an opinion on the effectiveness of District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatement on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented or detected and correct on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

We noted the following current year matters:

Prior Control Deficiency #1

The District maintains deposits that are only partially covered by FDIC insurance. As of June 30, 2022, the amount of uninsured funds totaled \$373,387. All public funds are to be covered by FDIC or pledged collateral per Missouri Statute (RSMo) 110.010.

Recommendation

We recommend obtaining pledged collateral for funds not insured under FDIC insurance or moving funds into multiple institutions such that total funds are less than \$250,000 per bank.

If you have any questions on internal control, feel free to call us anytime at 314-845-7999.

Sincerely,

Fick, Eggemeyer, & Williamson CPAs

Fick, Eggemeyer, & Williamson CPAs

**The Euclid South Community Improvement District
of the City of St. Louis**

Annual Report for the Fiscal Year ending June 30, 2022

Contents

1. Annual Report - FY2022
2. Attachment A - Annual Financial Report - FY2022
3. Attachment B - Map of Euclid South Community Improvement District
4. Attachment D – Financial Reports

Annual Report for Fiscal Year 2022

Following the receipt of a proper petition (the “Petition”) submitted to the City of St. Louis, Missouri (the “City”) and the conclusion of a duly noticed public hearing pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (“RSMo”), as amended (the “CID Act”), the Euclid South Community Improvement District (the “District”) was established as a political subdivision of the State of Missouri by the Board of Aldermen of the City by Ordinance No. 69801, sponsored by 17th Ward Alderman Joseph Roddy and approved by Mayor Francis G. Slay on July 24, 2014 (the “Ordinance”).

The District will continue to exist until July 24, 2034 (20 years after the effective date of the Ordinance), unless such term is modified in accordance with the CID Act.

The fiscal year of the District is the same as the fiscal year of the City of St. Louis, which begins on July 1st and ends June 30th of the following calendar year (the "Fiscal Year").

The District is governed by a 7-member Board of Directors (the “Board” or the “Directors”) originally named in the Ordinance and thus appointed; but thereafter all successor Directors will be nominated by the Board, appointed by the Mayor and approved by the Board of Aldermen.

The Directors elected the current slate of Board Officers as of June 2022. Following are the current Officers and Directors of the Board:

Name	Title	Term Expires	Board Qualification	Status
Brian Phillips	Vice President	6/30/2022	Representative WU Medical Center	Owner & Operator
Josh Udelhofen	Treasurer	1/8/2022	Property Owner	Owner & Operator
Stephan Ledbetter	Director	1/8/2022	Business Owner	Owner
Open Seat			Property Owner	Owner
Mark Rubin	President	1/8/2024	Property Owner	Owner
Brian Davies	Secretary	1/8/2022	Business Owner	Representative
Open Seat				

Park Central Development Corporation has served as the administrative organization for the Euclid South CID since the 2014-2015 fiscal year. Abdul Abdullah currently serves as the District Administrator.

Attachment A – Annual Financial Report

Revenues Collected

The District is funded primarily by a 1% Sales & Use Tax collected in the District and an annual Special Assessment imposed on District real property; however, cash donations, direct appropriations from other governmental entities and/or grants are also accepted.

At the Sales & Use Tax Election authorized by Resolution 2014-03 and conducted in September 2014, the registered voters in the District approved the imposition of a 1% Sales & Use Tax, effective January 1, 2015. This Sales & Use Tax will be levied in the District until December 31, 2034. **The District received \$518,645 of Sales & Use Tax revenue during the 2021-2022 fiscal year.**

Expenditures Made

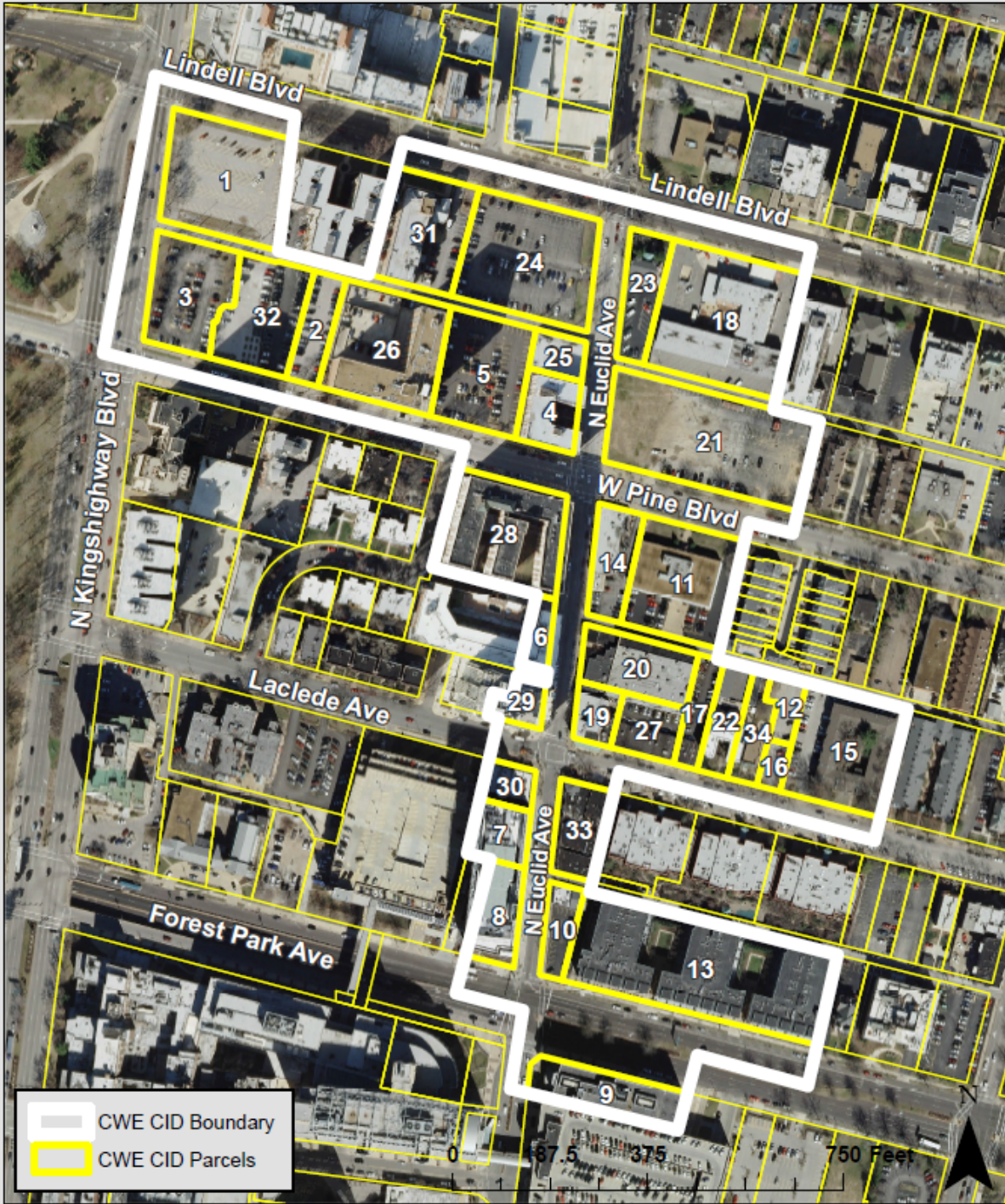
The District expended a total of \$437,689 in Fiscal Year 2021-2022 (see attachment D for more details). The expenditures were for the following services: Administrative, Marketing & Promotions, Public Area Maintenance & Landscaping, Infrastructure Improvements, Public Safety & Security.

Services Provided

The District funded a variety of services in Fiscal Year 2021-2022 including security patrols in the District, streetscape improvements, public area cleaning and maintenance, special events and advertising.

Attachment B – Map of Euclid South Community Improvement District

Euclid South Community Improvement District Boundary



Attachment D

Financials for fiscal year 2022 attached

Euclid South Community Improvement District
Balance Sheet
As of June 30, 2022

	<u>Jun 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · Simmons Bank Checking #4652	180,032.74
10001 · Simmons Bank MM Acct #4660	623,386.76
Total Checking/Savings	<u>803,419.50</u>
Total Current Assets	<u>803,419.50</u>
TOTAL ASSETS	<u>803,419.50</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-0.04
Total Accounts Payable	-0.04
Other Current Liabilities	
20001 · Accounts Payable-Audit	9,500.00
Total Other Current Liabilities	<u>9,500.00</u>
Total Current Liabilities	<u>9,499.96</u>
Total Liabilities	9,499.96
Equity	
32000 · Net Assets	712,339.62
Net Income	81,579.92
Total Equity	<u>793,919.54</u>
TOTAL LIABILITIES & EQUITY	<u>803,419.50</u>

Euclid South Community Improvement District
Profit & Loss Budget Performance
June 2022

	<u>Jun 22</u>	<u>Jul '21 - Jun 22</u>	<u>Annual Budget</u>
Ordinary Income/Expense			
Income			
43499 · Reserves	0.00	0.00	120,753.00
43500 · Misc Revenue	0.00	0.00	0.00
43200 · CID 1% Sales and Use Tax	47,008.15	518,645.15	345,000.00
46400 · Interest Income	51.24	623.58	
Total Income	<u>47,059.39</u>	<u>519,268.73</u>	<u>465,753.00</u>
Expense			
50000 · Administration			
550800 · Contribution/Donations	0.00	5,500.00	
50550 · Storage Facility	52.66	631.92	631.92
50702 · Marketing Admin Services	0.00	22,913.00	24,996.00
50501 · 32 N Euclid TIF Redevelopment	0.00	19,331.19	20,000.00
50701 · Admin Services	0.00	27,519.50	30,000.00
50400 · Insurance - Property	0.00	1,887.00	
50100 · Bank Charges/Fees	0.00	0.00	
50300 · Insurance-D&O; Gen Liability	0.00	0.00	1,850.00
50700 · Professional Services			
50704 · Audit	0.00	8,000.00	5,000.00
50703 · Legal	0.00	742.50	5,000.00
Total 50700 · Professional Services	<u>0.00</u>	<u>8,742.50</u>	<u>10,000.00</u>
Total 50000 · Administration	<u>52.66</u>	<u>86,525.11</u>	<u>87,477.92</u>
55000 · Marketing & Promotions			
55701 · E-Cab	0.00	0.00	0.00
55800 · Holiday Decorations	0.00	6,030.66	7,500.00
55100 · Advertising	0.00	500.00	
55300 · Professional Services	0.00	0.00	0.00
55500 · Special Events	0.00	0.00	0.00
55700 · Web, Social Media	0.00	2,054.32	2,500.00
55000 · Marketing & Promotions - Other	0.00	0.00	0.00
Total 55000 · Marketing & Promotions	<u>0.00</u>	<u>8,584.98</u>	<u>10,000.00</u>
60000 · Public Area Maint & Landscaping			
60701 · Landscaping	0.00	44,717.36	38,275.00
60702 · ATBM	6,500.00	83,750.00	52,000.00
Total 60000 · Public Area Maint & Landscaping	<u>6,500.00</u>	<u>128,467.36</u>	<u>90,275.00</u>
65000 · Infrastructure			
65110 · Streetscape Improvements			
65111 · Euclid, FP to Laclede			
65111a · Professional Services	0.00	14,000.00	
Total 65111 · Euclid, FP to Laclede	<u>0.00</u>	<u>14,000.00</u>	
65110 · Streetscape Improvements - Other	0.00	69,384.45	150,000.00
Total 65110 · Streetscape Improvements	<u>0.00</u>	<u>83,384.45</u>	<u>150,000.00</u>
Total 65000 · Infrastructure	<u>0.00</u>	<u>83,384.45</u>	<u>150,000.00</u>
70000 · Public Safety & Security			
70100 · Camera System	0.00	6,022.50	13,000.00

Euclid South Community Improvement District
Profit & Loss Budget Performance
 June 2022

	<u>Jun 22</u>	<u>Jul '21 - Jun 22</u>	<u>Annual Budget</u>
70200 · CWE-NSI Board Seat	0.00	10,000.00	5,000.00
70300 · Patrols	4,460.00	114,704.41	110,000.00
70900 · Pub Safety/Security Reserve	0.00	0.00	0.00
Total 70000 · Public Safety & Security	4,460.00	130,726.91	128,000.00
Total Expense	11,012.66	437,688.81	465,752.92
Net Ordinary Income	36,046.73	81,579.92	0.08
Net Income	<u>36,046.73</u>	<u>81,579.92</u>	<u>0.08</u>