



☎ 314-535-5311
✉ Abdul@pcd-stl.org
📍 4512 Manchester Ave, Ste. 100,
St. Louis, MO 63110-2100

Euclid South Community Improvement District May 2023 Meeting Materials



EUCLID SOUTH

COMMUNITY IMPROVEMENT DISTRICT

Euclid South CID Board of Directors Meeting

TO BE HELD

May 18th, 2023 – 1:30pm

at 4512 Manchester Avenue, #100

St. Louis, MO 63110

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on May 18th at 1:30pm at Park Central Development, 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
 - b. **Finance**
 - i. Financials – Approval
 - ii. Resolution: ESCID 2023-01
 - iii. Audit Extension
 - c. **Public Infrastructure**
 - i. Laurel Harrington Contract Approval
 - ii. Beautification Plan
 - iii. Street Furniture Update
5. **Other Business**
 - i. Park Central Development Contract
 - ii. Red Lantern Festival
 - iii. Board Recruitment Strategy
 - iv. Website Proposals
6. **Adjournment**

This meeting is open to the public; provided, however, that a portion of the meeting may be closed to discuss legal, real estate and/or personnel matters as provided by Sections 610.021(1), (2) and/or (3), RSMo.

Representatives of the news media may obtain copies of this notice, and persons with disabilities wishing to attend can contact: Park Central Development, 4512 Manchester #100, St. Louis, 63110, (314)535-5311.

DATE POSTED: 5-16-2023 at 1:30PM



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May 18, 2023

January 2023 Minutes

Euclid South CID Board of Directors Meeting Minutes
January 19, 2023, at 1:30 p.m.
At 4512 Manchester Avenue, St. Louis, MO 63110 (Zoom)

Board Members in Attendance: Brian Phillips, John Beatty, Brian Davies

Board Members Not in Attendance: Mark Rubin

Others in Attendance: Jim Whyte (CWE NSI), Abdul Abdullah and Annette Pendilton (Park Central Development), Kimberly Smith-Drake (WUMCR), Ron Coleman (City of St. Louis), Susan Esker, Megan

1. **Call to Order:** Brian Phillips called the meeting to order at 1:31 PM.
2. **Public Comment:** None
3. **Approval of Previous Meeting Minutes** J. Beatty, motioned to approve the previous month meeting minutes, B. Davies asked to adjust minutes for December 15, 2022 to show in the section of Other Business item I to reflect the wording be changed for the “motion to approve financials”, to “motion to approve nominations”; B. Davies seconded. All in favor- motion approved.
4. **Project Reports:**
 - a. **Safety & Security-**
 - I. CWE NSI: J. Whyte presented NSI crime report for December 2022 as well as the Outreach Report. These reports are available upon request.
 - b. **Public Infrastructure-** No updates
 - c. **Finance**
 - I. Financial report – B. Davies motioned to approve the financials; J. Beatty seconded. All in favor – motion approved.
 - II. B. Davies suggested transferring \$100k from operating cash to money market account to receive interest. All agreed.
 - III. Funds – Question from last meeting about funds not spent what can be done. B. Phillips suggested partnering with City on some projects or partial streetscape project. A. Abdullah and J. Beatty are currently working as a subcommittee to get information on decoration for the CID.
 - d. **Other Business –**
 - I. District Wide Business Survey – An in-depth survey to find out what businesses are needing in the district. B. Phillips suggested that Kim Smith-Drake from his office assist with questions that could go on the survey.
 - II. Board would like their next meeting, March 16, 2023, to be in person at Park Central. Meeting can also have zoom access for anyone not being able to attend in person.
5. **Adjournment:** B. Phillips motioned to adjourn; J. Beatty second. All in favor - meeting adjourned at 2:08 PM.



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May 18, 2023

Monthly Financials

As of April 30, 2023

Euclid CID

Balance Sheet

As of April 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Simmons Bank Checking #4652	82,777.87
10001 Simmons Bank MM Acct #4660	879,701.25
10001A Restricted for Streetscape Plan	0.00
1072 Bill.com Money Out Clearing	0.00
Total Bank Accounts	\$962,479.12
Other Current Assets	
12000 Sales & Use Tax Receivable	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$962,479.12
TOTAL ASSETS	\$962,479.12
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
20001 Accounts Payable-Audit	0.00
26000 Accrued Expenses	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
32000 Net Assets	803,419.50
Net Income	159,059.62
Total Equity	\$962,479.12
TOTAL LIABILITIES AND EQUITY	\$962,479.12

Euclid CID
Budget vs. Actuals: FY_2022_2023 - FY23 P&L
July 2022 - April 2023

	Apr-23	Actual YTD	Budget
Income			
43200 CID 1% Sales and Use Tax	47,839.60	468,857.59	500,000.00
46400 Interest Income	2,440.61	6,334.49	
Total Income	\$ 50,280.21	\$ 475,192.08	\$ 500,000.00
Gross Profit	\$ 50,280.21	\$ 475,192.08	\$ 500,000.00
Expenses			
50000 Administration			
50100 Bank Charges/Fees	5.00	46.99	
50400 Insurance - Property		1,849.00	0.00
50501 32 N Euclid TIF Redevelopment		19,074.16	25,000.00
50550 Storage Facility	91.00	886.28	650.00
50700 Professional Services			
50703 Legal		225.00	2,500.00
50704 Audit		16,000.00	
Total 50700 Professional Services	\$ 0.00	\$ 16,225.00	\$ 2,500.00
50701 Admin Services	2,500.00	27,500.00	55,000.00
50702 Marketing Admin Services	2,083.00	22,913.00	
Total 50000 Administration	\$ 4,679.00	\$ 88,494.43	\$ 83,150.00
55000 Marketing & Promotions			
55500 Special Events		8,000.00	
55700 Web, Social Media		3,137.32	2,100.00
55800 Holiday Decorations		7,523.30	3,500.00
Total 55000 Marketing & Promotions	\$ 0.00	\$ 18,660.62	\$ 5,600.00
60000 Public Area Maint & Landscaping			
60701 Landscaping	3,827.45	28,704.91	38,280.00
60702 ATBM	6,500.00	73,612.50	82,000.00
Total 60000 Public Area Maint & Landscaping	\$ 10,327.45	\$ 102,317.41	\$ 120,280.00
70000 Public Safety & Security			
70100 Camera System		5,400.00	13,000.00
70200 CWE-NSI Admin Fees	3,750.00	15,000.00	15,000.00
70300 Patrols	11,120.00	86,260.00	110,000.00
Total 70000 Public Safety & Security	\$ 14,870.00	\$ 106,660.00	\$ 138,000.00
Unapplied Cash Bill Payment Expense	0.00	0.00	
Total Expenses	\$ 29,876.45	\$ 316,132.46	\$ 347,030.00
Net Operating Income	\$ 20,403.76	\$ 159,059.62	\$ 152,970.00
Net Income	\$ 20,403.76	\$ 159,059.62	\$ 152,970.00



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May 18, 2023

Resolution: ESCID 2023-01

RESOLUTION: ESCID 2023-01

**BY THE BOARD OF DIRECTORS OF THE
EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT**

A MEETING of the Board of Directors of the Euclid South Community Improvement District (“CID”) duly called and held on the 18th day of May 2023, the following resolution regarding the administration of the CID’s accounts at Simmons Bank was adopted.

BE IT RESOLVED that the authorized signators, all being CID Board members, for the above referenced accounts shall be as follows:

Brian Phillips , President Brian Davies , Treasurer

; and

BE IT FURTHER RESOLVED that any one authorized signature shall be required on checks in the amount of Five Thousand USD (\$5,000.00) or less; and

BE IT FURTHER RESOLVED that checks more than Five Thousand USD (\$5,000.00) shall require two authorized signators; and

BE IT FURTHER RESOLVED that Annette Pendilton, employee of Park Central Development Corporation and named Community Development Administrator for the CID, shall be the administrator of the bank accounts held at the financial institution referenced herein, having full rights to receive and request information regarding the CID bank accounts, to view, receive, supply and hold electronic and hard-copy bank / financial records, to receive and deposit payments to CID, to electronically or physically transfer funds between accounts as needed, and to receive and approve invoices for CID projects and write checks for payment of same; and

BE IT FURTHER RESOLVED that Annette Pendilton shall not be authorized to sign checks or to transfer funds outside of the financial institution referenced herein.

I HEREBY CERTIFY that the foregoing is a true and correct statement of this resolution as approved by a majority of the Board of Directors of the Euclid South Community Improvement District on the date first specified above.

ADOPTED this _____ day of May, 2023.

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT

Chairman

ATTEST:

Secretary



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May 18, 2023

Laurel Harrington Contract Review



PROFESSIONAL SERVICES AGREEMENT

This Agreement for professional services is entered into as of **April 24, 2023**, (the “Effective Date”) and is between Euclid South CID (hereinafter, “CLIENT”) and Lochmueller Group, Inc. (hereinafter “CONSULTANT”) for the following Project:

Project Name: **Euclid South CID Streetscape Furniture**

Project Number: 523-0039-00P

CLIENT Name: Euclid South CID

CLIENT Address: 4512 Manchester Avenue St Louis, MO 63110

CLIENT and CONSULTANT agree as follows:

PROJECT DESCRIPTION & SCOPE OF SERVICES

The project involves implementation of site furniture on the Euclid corridor between Forest Park Parkway and Lindell Boulevard in advance of the construction of the comprehensive streetscape program. The site furniture will be placed in locations that are appropriate based on the current sidewalk conditions. It is understood that the quantities of site furniture that do not have locations in the district, will be stored by Park Central. The project involves the following scope:

Site Furniture Implementation

Finalization of the location, types, and cost of the site furniture identified in the Site Furniture Plan, dated August 16, 2021. The furniture includes the following: large round planters, rectangle planters, triangle seats, litter receptacles, and bike racks. The project also includes the coordination of placement of the planters on site and coordination with the installer Growing Green.

Scope of Services:

- 1) Obtain current pricing for site furniture and incorporate into a Site Furniture Matrix for review.
- 2) Obtain lead times for site furniture.
- 3) Coordinate furniture orders with product representatives.
- 4) Review the furniture locations on site and prepare a final Site Furniture Plan based on existing streetscape conditions.
- 5) Attend one (1) Euclid South CID board meeting to review costs and finalize furniture order.
- 6) Review and comments on the planting palette designed by Growing Green.
- 7) Provide a project narrative to document any coordination instructions.
- 8) Review of the planter location on site and review of the soil placement.
- 9) Coordinate with Growing Green in two (2) coordination meetings.

Light Pole Banner Coordination

Banners on the light poles are being implemented by Growing Green. There are four seasonal rotations: spring, summer, fall, and winter. Lochmueller’s scope involves coordination with Growing Green to review the banner design and light pole locations.

Scope of Services:

- 1) Conduct a site visit to review the banner locations and conditions at each type of pole with Growing Green. Note: there are 3-4 different types of poles, different luminaries, and locations of signs, flag brackets, etc. on the poles.
- 2) Provide information about newer city-standard pink granitoid poles from the streetscape construction documents for Growing Green to reference in the field.
- 3) Conduct a site visit during the installation of the banner brackets to discuss expectations and observe installation of the first couple brackets.

Holiday Decor Coordination

A holiday tree and holiday décor in the planter pots is being implemented by Growing Green. Lochmueller’s scope involves coordination with Growing Green to review the selection of the décor, lighting effects, color scheme, and locations for three years of use.

Scope of Services:

- 1) Review and comment on holiday options as prepared by Growing Green.

FEES AND REIMBURSABLE EXPENSES

The CONSULTANT shall receive compensation for such professional services set forth in the Scope of Services of this Agreement on a lump sum basis in the amount of **Twelve Thousand Dollars (\$12,000) plus reimbursable expenses.**

This fee would be subject to increase if any tasks in addition to those specifically set forth in the Scope of Services are requested, including but not limited to the analysis of additional time periods, issues, scenarios, or study locations. Supplemental or Additional Services may be provided if requested by the CLIENT or CONSULTANT and approved by CLIENT in advance of proceeding with such services.

Progress-based payments for all Services shall be made based on monthly invoices from CONSULTANT, and CLIENT shall make payment in full thereon within thirty (30) days of the invoice date. All fees quoted herein do not include any future state or federal mandated tax on professional service.

EXCLUSIONS

Any services not specifically included in Appendix “A” are not included in CONSULTANT’s scope of services being provided under this Agreement. The services not being provided under this Agreement include, but are not limited to, the following:

- Construction documents or specifications
- Community engagement
- Delivery or storage coordination
- Planting design
- District signage – scope to be provided in a separate proposal
- Direct purchase of streetscape furniture

If requested, these or other services would be billed as extras on a time and materials basis using the rates set forth in Exhibit “1”, attached hereto and incorporated herein by reference, unless they are addressed by a separate proposal. However, no additional services will be performed without direction or authorization from the CLIENT.

Approved and accepted in accordance with the General Terms and Conditions on the following pages by:

EUCLID SOUTH CID

LOCHMUELLER GROUP, INC.

By: _____

By: _____

Name: _____

Name: Scott J. Smith, P.E.

Title: _____

Title: Principal

GENERAL TERMS AND CONDITIONS

CONSULTANT RESPONSIBILITIES

STANDARD OF CARE

CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

COMPLIANCE WITH LAWS

CONSULTANT shall put forth reasonable professional efforts to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work at the time of execution of this Agreement, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement.

NONDISCRIMINATION

CONSULTANT, with regard to the work performed by it after award and prior to completion of the contracted work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The CONSULTANT will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the CONSULTANT will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

DELIVERABLES (PER SCOPE OF SERVICE)

CONSULTANT shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

CLIENT RESPONSIBILITIES

DESIGNATED CLIENT REPRESENTATIVE

CLIENT shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. CLIENT or its Designated Representative shall render decisions and approve CONSULTANT's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of CONSULTANT's services and Project schedule.

TESTS, INSPECTIONS, AND REPORTS

When required by the scope of the Project, CLIENT shall furnish tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

CLIENT PROVIDED SERVICES AND INFORMATION

CLIENT has the right to retain its own consultants and contractors ("CLIENT's CONSULTANTS") to perform services on the Project. In addition, CLIENT shall furnish the services of design professionals other than those designated as the responsibility of CONSULTANT in this Agreement or authorize CONSULTANT to furnish them as an Additional Service, when CONSULTANT requests such services and demonstrates that they are reasonably required by the scope of the Project.

CONSULTANT shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by CLIENT, its Designated Representative, and CLIENT's CONSULTANTS. CONSULTANT shall have no responsibility for the technical content of CLIENT's, its Designated Representative's, and CLIENT's CONSULTANT'S services and information but shall provide prompt written notice to CLIENT if CONSULTANT becomes aware of any error, omission, or inconsistency in such services or information.

CONSTRUCTION CONTRACTS AND RESPONSIBILITIES

When applicable to the scope of the Project, CLIENT shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work"). In the construction contract, CLIENT shall require Contractor to: (1) obtain Commercial General Liability Insurance and name CLIENT, CONSULTANT, and CONSULTANT's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or

in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. CLIENT understands and acknowledges that: (1) CONSULTANT has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES

If CLIENT elects to terminate, modify, or reduce any portion of CONSULTANT's Services under this Agreement, CLIENT shall indemnify and hold CONSULTANT and its subconsultants harmless from and against damages, losses, and judgments arising from claims by CLIENT or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities CONSULTANT did not provide or in which CONSULTANT did not participate.

GENERAL PROVISIONS

LIMITATION OF LIABILITY

The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither CONSULTANT, CONSULTANT's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to CLIENT in excess of CONSULTANT's or CONSULTANT's subconsultant's applicable insurance coverage available at the time of settlement or judgment.

Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, or use of documents after termination, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including reasonable attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

USE OF CONSULTANT PROVIDED INFORMATION

The information provided by CONSULTANT is intended for the exclusive use of CLIENT for the Scope of Services defined herein, and is not to be transmitted for the use of any other party nor used for any other project. CLIENT agrees to indemnify, and hold CONSULTANT harmless from any claims, costs, and expenses, including reasonable attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of CONSULTANT-provided information, or transmission by CLIENT to others of the information resulting from CONSULTANT's Scope of Services.

SUBCONSULTANTS

If CLIENT requests that CONSULTANT subcontract certain geotechnical services on behalf of the CLIENT, CONSULTANT agrees to do so only as an accommodation to the CLIENT and in reliance upon the CLIENT's assurance that the CLIENT will make no claim to bring any action at law or in equity against CONSULTANT as a result of this subcontracted service. The CLIENT understands that CONSULTANT is neither trained nor knowledgeable in the procedures or results of the subconsultant's services and the CLIENT shall not rely upon CONSULTANT to check the quality or accuracy of their services. In addition, the CLIENT agrees to the fullest extent permitted by law to indemnify and hold CONSULTANT harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) arising from the services performed by this subconsultant except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of CONSULTANT.

INDEMNIFICATION

CONSULTANT agrees to indemnify the CLIENT against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that are caused due to the negligence of the CONSULTANT. CONSULTANT shall not be required to indemnify the CLIENT to the extent Damages arise from or are caused by the CLIENT's own negligence (whether sole, concurrent, or contributory). CONSULTANT shall not have a duty to provide the CLIENT an up-front defense of any claim.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

CONSULTANT and CLIENT waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

CLIENT and CONSULTANT shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by the CLIENT and CONSULTANT or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties are not able to settle the dispute through mediation, the parties shall submit the dispute to litigation before a Private Judge in accordance with the then current State Rules for Alternative Dispute Resolution as they apply to Private Judge litigation.

INSURANCE

CONSULTANT shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect CONSULTANT from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the CONSULTANT and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

CONSULTANT shall also maintain professional liability insurance to protect the CONSULTANT against the negligent acts, errors, or omissions of the CONSULTANT and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

CONSULTANT 's insurance coverage shall be for not less than the following limits of liability:

- 1.0 Commercial General Liability: \$500,000 per person up to \$1,000,000 per occurrence;
- 2.0 Automobile Liability: \$500,000 per person up to \$1,000,000 per occurrence;
- 3.0 Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
- 4.0 Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

CONSULTANT shall, upon request at any time, provide the CLIENT with certificates of insurance evidencing the CONSULTANT 's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

Any insurance policy required as specified in this Section shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

DISCLAIMER OF THIRD-PARTY RELIANCE

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the CLIENT or CONSULTANT.

GOVERNING LAW

This Agreement shall be governed by, and Professional Services shall be performed in compliance with, the laws of the state wherein the Project is located.

ASSIGNMENT

CLIENT and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to this Agreement. Neither CLIENT nor CONSULTANT shall assign this Agreement without the written consent of the other.

PROJECT SCHEDULE

In the event CONSULTANT is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory

authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or review CONSULTANT's services or design documents, or delays caused by faulty performance by CLIENT's contractors or consultants, the time for completion of CONSULTANT's services shall be extended by the period of resulting delay and compensation equitably adjusted. CLIENT agrees that CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement due to such delays.

PAYMENTS DUE

CONSULTANT shall present monthly invoices for Professional Services earned and reimbursable expenses incurred, and CLIENT shall pay the full amount thereof within thirty (30) days of the invoice date. Any charges held to be in dispute by CLIENT shall be identified in writing to CONSULTANT within ten (10) days of presentation of CONSULTANT's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, CONSULTANT shall have the right to suspend Services and withhold all documents until payment is received. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.**

COVENANT AGAINST CONTINGENT FEES

CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CLIENT shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

SUSPENSION AND TERMINATION

In the event of suspension of Services, as outlined above or for any other reason beyond CONSULTANT's control, CONSULTANT shall have no liability to CLIENT for delay or damage resulting from such suspension. Prior to resuming Services, CONSULTANT shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, CONSULTANT's fees for remaining Services and associated time schedules will also be equitably adjusted.

This Agreement may be terminated for cause after a seven (7) day cure period by either party or for convenience upon seven (7) days] written notice by CLIENT. Upon termination, all invoices presented by CONSULTANT for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable.

INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or subconsultants be construed to be, or represent themselves to be, employees of the CLIENT.

SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.



MOVE TO
BOTTOM
LEFT
CORNER

MOVE IMAGE
UP TO
ACCOMODATE
CIRCLE



USE BLUE
BEHIND









☎ 314-535-5311
✉ Abdul@pcd-stl.org
📍 4512 Manchester Ave, Ste. 100,
St. Louis, MO 63110-2100

May 18, 2023

Park Central Development Contract

Marketing Contract with PCD

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement") is made and entered into this 18th day of April, 2019 by and between a Euclid South Community Improvement District, a Missouri political subdivision (hereinafter "Client") and PARK CENTRAL DEVELOPMENT CORPORATION, a Missouri non-profit corporation (hereinafter "Independent Contractor").

RECITALS:

- A. Client desires to engage Independent Contractor as an independent contractor to provide the Services described in Section 3 below.
- B. Independent Contractor has agreed to provide such Services to Client upon the terms and conditions set forth herein.
- C. The parties desire to enter into this Agreement for the purposes of memorializing their agreements.

AGREEMENT:

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

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

2. Term. Subject to Section 10 hereof, the term of this Agreement shall commence on May 1, 2019 and shall go month-to-month until June 30, 2019 (the "Term"), except in respect of Sections 8 and 12 hereof which shall continue in effect thereafter in accordance with their terms.

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

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

During the Term, Independent Contractor shall perform the Services, or cause the Services to be performed, herein pursuant to the terms more particularly described herein and in the Proposal. Independent Contractor and Client shall work in good faith with each other in order for Independent Contractor to perform the Services. Client shall do no act which conflicts with the business of Independent Contractor or which would, in any way, jeopardize the interests and mission of Independent Contractor.

4. Compliance with Laws. Both parties shall comply with and give all notices required by all county, municipal, state, federal and other applicable governmental authorities' laws, ordinances, rules,

regulations, statutes or codes, now in force, or which may hereafter be in force, if any, pertaining to the performance and implementation of the Services or this Agreement, all at Client's sole cost and expense.

5. Compensation. Independent Contractor shall provide a monthly invoice to Client by the twenty-fourth day of each month in the amount of Two Thousand, Eight-Three 00/100 Dollars (\$2,083.00). Upon the termination of this Agreement, Client shall pay to Independent Contractor all compensation earned by Independent Contractor pursuant to the terms hereof prior to such termination and direct expenses accrued before the date of termination.

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

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

8. Limitation of Liability. In no event will Independent Contractor be liable to Client for any consequential, incidental, special, exemplary, punitive, indirect or similar damages, even if it has been advised or is aware of the likelihood of such damages. Independent Contractor's total cumulative liability under this agreement will not exceed amounts paid by Client for services provided under this Agreement. This limitation will apply, regardless of whether any remedy set forth herein fails of its essential purpose and regardless of whether a claim or action sounds in contract, tort, negligence, strict liability, contribution, indemnity or any other legal theory. The provisions of this Section 8 shall survive the termination of this Agreement.

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

10. Termination. Independent Contractor may terminate this Agreement for any reason and at any time, upon giving 5 days' prior written notice thereof to Client at the address stated below. Client acknowledges and agrees that Independent Contractor may terminate this Agreement for any reason, and in particular for any of the following reasons: (i) breach by Client of this Agreement, (ii) Client's dishonesty or fraud relating to Independent Contractor's performance of the Services or information provided to Independent Contractor, or (iii) conduct by Client which damages or could damage relations between Independent Contractor and, including but not limited to, the St. Louis community. Client may terminate this Agreement if Independent Contractor breaches any material obligation provided in this Agreement and fails to cure that breach within thirty (30) days after its receipt of written notice identifying the breach.

11. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally (which

shall include delivery by national overnight courier service) or sent by registered or certified mail, postage pre-paid, and addressed as set forth below:

If to **Park Central Development Corporation:**
4512 Manchester, Suite 100
St. Louis, MO 63110
Phone: 314-535-5311
Email: Abdul@PCD-STL.org

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

If to **Client:**
4512 Manchester Avenue, suite 100
St. Louis, MO 63110
Phone: _____
Fax: _____
Email: _____

With a copy to:
Will Zorn
Zorn Law Firm
2200 Pestalozzi Street
St. Louis, Mo 63118
Phone: _____
Fax: _____
Email: _____

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

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

exist as to a party or person described in this Section 12 in addition to all rights and remedies available at law or in equity. This indemnification shall survive the termination of this Agreement.

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

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

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

16. Modifications. This Agreement may not be modified or amended except by written instrument executed by both parties. This Agreement including the exhibits hereto constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all prior correspondence, communications and negotiations, between them.

17. Governing law. This Agreement shall be governed by the laws of the State of Missouri.

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

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

[Signature Page Follows]


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

CLIENT:

PARK CENTRAL:

EUCLID SOUTH COMMUNITY
IMPROVEMENT DISTRICT

PARK CENTRAL DEVELOPMENT
CORPORATION

By: 
Name: Mark Rubin
Its: Chairman

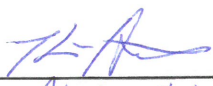
By: 
Name: Abdul-Kabir Abdullab
Its: Executive Director

EXHIBIT A

Work plan attached on following pages



Work Plan

Contract Start Date: 04/18/2019

Contract End Date: 06/30/2019

Contract Purpose

To provide marketing services and special event coordination (described in the "Scope of Work" to the Euclid South Community Improvement District).

Scope of Work

A detailed scope of work should be attached that will be included as an exhibit to the contract. This detailed scope should include the totality of the work to be performed by Park Central on behalf of the client including but not limited to:

1. Marketing & Event Planning

- a.** Facilitate the day to day operation and administration of website maintenance and informational updates
- b.** Update website listings as businesses open/close
- c.** Manage organization's social media accounts including Facebook, Twitter and Instagram to increase exposure of the district and its businesses to the public and targeted audiences.
 - i.** Regular post on social media accounts
- d.** Research and survey district businesses
- e.** Issue press releases about substantial District initiatives and achievements, as needed
- f.** Coordinate joint marketing efforts as directed by the Board with the Euclid North CID
- g.** Manage way-finder signs
- h.** Coordinate and facilitate Marketing Committee

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this “**Agreement**”) is made and entered into this 15th day of April, 2021 by and between Euclid South Community Improvement District, a Missouri political subdivision (hereinafter “**Client**”) and **PARK CENTRAL DEVELOPMENT CORPORATION**, a Missouri non-profit corporation (hereinafter “**Independent Contractor**”).

RECITALS:

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

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

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

AGREEMENT:

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

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

2. Term. **Subject to Section 10 hereof, the term of this Agreement shall commence on July 1, 2021 and shall end on or before June 30, 2023 (the “Term”), except in respect of Sections 8 and 12 hereof which shall continue in effect thereafter in accordance with their terms.**

3. Services. Independent Contractor hereby covenants to provide the following services (the “**Services**”) to Client:

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

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

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

5. Compensation. Client shall pay to Independent Contractor the sum of Fifty-Five Thousand, 00/100 Dollars (\$55,000.00) for the performance of the Services. Upon the termination of this Agreement, Client shall pay to Independent Contractor all compensation earned by Independent Contractor pursuant to the terms hereof prior to such termination and direct expenses accrued before the date of termination but not yet reimbursed in accordance with this Agreement. Independent Contractor shall provide a monthly invoice to Client by the tenth day of each month in the amount of Four Thousand, Five Hundred and Eighty-Three 00/100 Dollars (\$4,583.00) due and payable by the twentieth day of each month.

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

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

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

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

10. Termination. Independent Contractor may terminate this Agreement for any reason and at any time, upon giving 30 days' prior written notice thereof to Client at the address stated below. Client acknowledges and agrees that Independent Contractor may terminate this Agreement for any reason, and

in particular for any of the following reasons: (i) breach by Client of this Agreement, (ii) Client's dishonesty or fraud relating to Independent Contractor's performance of the Services or information provided to Independent Contractor, or (iii) conduct by Client which damages or could damage relations between Independent Contractor and other clients or the surrounding community, including but not limited to, the St. Louis community. Client may terminate this Agreement if Independent Contractor breaches any material obligation provided in this Agreement and fails to cure that breach within thirty (30) days after its receipt of written notice identifying the breach.

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

If to **Park Central Development Corporation:**
4512 Manchester, Suite 100
St. Louis, MO 63110
Phone: 314-535-5311
Email: Abdul@PCD-STL.org

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

CLIENT:

Euclid South Community
Improvement DISTRICT

By: _____
Name: _____
Its: _____

INDEPENDENT CONTRACTOR:

PARK CENTRAL DEVELOPMENT
CORPORATION

By: _____
Name: _____
Its: _____

EXHIBIT A

Work plan attached on following pages

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


CLIENT:

Euclid South Community
Improvement DISTRICT

By: 
Name: Mark Rubin
Its: _____

INDEPENDENT CONTRACTOR:

PARK CENTRAL DEVELOPMENT
CORPORATION

By: 
Name: Abdul Abdullah
Its: _____

FW: EIN Confirmation

Annette Pendilton <Annette@pcd-stl.org>

Thu 3/16/2023 11:37 AM

To: Brian James <Brian@pcd-stl.org>

From: Sara Graham <sara@engagetaste.com>**Sent:** Friday, January 27, 2023 3:47 PM**To:** Annette Pendilton <Annette@pcd-stl.org>**Subject:** Re: EIN Confirmation

Perfect, thanks! Details are below:

CWE Southeast Special Business District: **\$1,950**Euclid South CID (I count 21 pages, which will be a bit higher - if there don't need to be that many pages, this quote can be significantly reduced): **\$4,095****WHAT TO EXPECT**

Your site will be designed from scratch. You will get a link and password to view progress as we go along. The process begins with a questionnaire to confirm direction. You'll be asked for a site map, all of your images and content. An initial rough concept will be presented for review and then the process is iterative after that. The final design step will include reviewing SEO strategy and optimizing your pages for mobile viewing. Then you'll be trained on Squarespace in general and the specific elements of your site and we'll make it live! All of our projects include two weeks of post-launch support (plus, I'm always around for a quick question anytime or at an hourly rate, should you need additional support :).

My process is iterative, with you by my side from start to finish. From the initial idea, we will move through branding, crafting your story, a logical and thoughtful layout and, finally, a powerful and optimized website that will be a business workhorse you will be proud to share.

- **DESIGN QUESTIONNAIRE**

I begin with a brief questionnaire to assess what you like and what you don't like and finalize some big-picture design ideas.

- **WIREFRAME & CONTENT DELIVERY**

Next, you will be asked for your list of pages and sub-pages, final content and images. (If I am helping you to write and/or source imagery, we'll begin this here.)

- **DESIGN PHASE**

We then start design in earnest with the home page to confirm major design decisions, fonts, colors and overall look/feel while balancing them with your business objectives. You will receive a link and a password to view progress. Once the home page has been finalized, we will continue on to the rest of the pages.

- **FINAL REVIEW**

After all of the pages have been built out, we'll review the final design for overall look/feel, consistency and grammar and make any tweaks needed. We will test user experience, making sure visitors can find what they need quickly and intuitively.

- **TRAINING**

We will complete a 1-hour training session that instructs on Squarespace, in general, and anything specific to your site. At this time, together we will add basic SEO descriptions and discuss strategy to tailor them to your business.

- **LAUNCH**

The last step! We'll connect an existing domain or obtain a new domain and go live!

HOW LONG WILL IT TAKE?

I work on a small group of projects at a time, folding in new projects to that group as another is completed. It takes about 2-4 weeks from when final content is delivered to me – that is your signal to me that you are ready – to fit your project into my current workload. Based on your responses to an initial questionnaire, I will produce a rough home page concept and request your review. Short projects can take just a few days, extensive sites take a few months. A standard project takes ~8 weeks once I have your final content. A site requiring a good deal of custom plugins or coding can take 8-12 weeks. In a hurry? Talk to me about setting up a Coming Soon page right away that can include contact information, an email signup form and short introduction (no extra charge :).

A NOTE ON PAYMENTS

I request a 50% deposit to get started.

TERMS OF SERVICE

Please review my terms of service here: engagetaste.com/terms-of-service Initial payment is considered agreement with these terms of service, which will govern the project going forward.

Warmly,
Sara

**Sara Graham**

Founder, Creative Director

(314) 441-5647

www.engagetaste.com



☎ 314-535-5311
✉ Abdul@pcd-stl.org
📍 4512 Manchester Ave, Ste. 100,
St. Louis, MO 63110-2100

May 18, 2023

Website Proposals

Engage Taste - \$4,095
The Girl Leads (TGL) - \$3,100



QUOTATION FOR SERVICE

11 APRIL 2023

From
Edo Branch

THIS GIRL LEADS ENTERPRISES (TGL)

Scope of Services

Summary

TGL Enterprises (TGL) was recommended as the web development partner for the implementation of Central West End Euclid South Community Improvement District SquareSpace integration.

TGL will assist with the website design based on the current content as-is, providing initial setup, esthetics, user training, as well as layout direction as requested.

Engagement Resources

Skill Allocation	Number	
Web Developer	1	As Needed
Graphics Developer	1	As Needed
Photographer	1	As Needed

Onboarding & Assumptions

- TGL will host a 30-minute kick-off with Central West End Euclid South Community Improvement District or Project Manager. At kick-off, we will do introductions, go over technical items, discuss project management, align calendars, review expectations, and answer questions.
- TGL will set up, at minimum (as needed), a weekly 30-minute touch-point session to review implementation progress.
- TGL will set up a leadership check in meeting for every other week.
- Additional customization opportunities and requests discovered during initial implementation will be documented and options reviewed with Central West End Euclid South Community Improvement District or Park Central Development.
- Any website configuration to be completed by Park Central Development's project team to ensure domain name has been migrated appropriately from GoDaddy.
- Services are handled remotely, and no travel is expected for this engagement.
- Park Central Development will provide admin access to SquareSpace account (This account can be generic while development is taking place).
- Park Central Development will appoint a lead contact for facilitating communications.
- Park Central Development will appoint a lead administrator contact for any systems.
- Park Central Development will contact SquareSpace/GoDaddy for requirements for pointing/assigning domain in SquareSpace.
- It is expected that the Park Central Development act on any to-do task items in a timely manner.
- Implementation runs concurrent with a start and end date (no pauses unless there are blockers/impediments).
- Any delays by Central West End Euclid South Community Improvement District or Park Central Development to attend scheduled meetings or provide TGL the requested items such that TGL is not able to move the SOW forward could result in missing expected milestones.

SquareSpace Migration Requirements: Scope

Based on our initial discussions, we understand that the project requires a migration of a website with a domain hosted on GoDaddy to Squarespace. Additionally, **we will be transferring the current content of 13 pages to the new Squarespace site.** There were several links on the menu that we will condense to one page. We will be following a structured approach to ensure that the project is delivered on time, within budget and meets your expectations. *Another request was to capture photographs of the area to add to the website. The cost of the photographer is included in the amount in the cost breakdown section.*

Here is a detailed scope of services we will be providing:

Discovery and Planning:

- Reviewing your current website and content to understand the scope of the project.
- Conducting a discovery call to better understand your requirements and objectives.
- Analyzing your target audience and business needs.
- Identifying the best Squarespace template for your needs.
- Developing a project plan and timeline.
- Areas where photos need to be captured and detailed descriptions of those photos.

Design:

- Creating a design mockup for the home page and an inner page.
- Incorporating feedback from you to ensure the design meets your expectations.
- Creating a custom design for the Squarespace site that matches your branding and vision.
- Designing responsive layouts to ensure optimal viewing on all devices.

Build and Development:

- Migrating your domain from GoDaddy to Squarespace.
- Exporting the content from your GoDaddy site and importing it into Squarespace.
- Creating up to 13 pages on the Squarespace site with the content provided.
- Developing custom CSS and HTML code to enhance the design and functionality of the site.
- Installing and configuring any necessary plugins or integrations.
- Configuring SEO and analytics settings.
- Testing the site on different devices and browsers to ensure optimal performance and user experience.

Validation and Deployment:

- Reviewing and testing the site with you to ensure it meets your expectations.
- Addressing any issues or concerns identified during testing.
- Conducting a final site review to ensure it is ready for deployment.
- Launching the Squarespace site and redirecting your domain from GoDaddy to the new site.
- Providing training and support to ensure you can update and maintain the site as needed.

Cost Breakdown:

Based on the above scope of work, the estimated cost for this project which includes photographs of area is **\$3,100**. Please note that this is an estimate and the final cost may vary based on the complexity and customization required. The proposed cost includes the following:

- Domain transfer and Squarespace subscription costs.
- Design and development of up to 13 pages.
- Custom CSS and HTML coding. (As Needed)
- Plugin and integration configuration. (As Needed)
- Testing and deployment.
- Training and support. (As needed)
- Photography

We understand that your project is unique and may require additional services beyond the scope outlined above. Please let us know if you have any additional requirements or questions. We look forward to working with you and providing a high-quality Squarespace site that meets your needs.

Best regards,

Edo Branch, Owner

This Girl Leads Enterprises, LLC