

Euclid South CID Board of Directors Meeting <u>TO BE HELD</u> June 16th, 2022 – 1:30pm at 4512 Manchester Avenue, #100 St. Louis, MO 63110 (Zoom)

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on June 16th 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
 - b. Finance
 - i. Financial Approval
 - c. Marketing Committee
 - d. Public Infrastructure
 - i. ATBM Contract Renewal Approval
 - ii. Streetscape Improvements
- 5. Other Business
 - a. Board Officers Nominations
 - b. In person Meetings
- 6. Adjournment

Please Note: Due to <u>COVID-19</u> physical access to the general Board meeting by the public will be temporary closed and replaced by phone conferencing. To attend the meeting by phone, please dial 1-312-626-6799, meeting ID: 813 1213 6706

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

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

DATE POSTED: 6-14-2022 TIME: 1:30 PM

Euclid South CID Board of Directors Meeting Minutes May 19, 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 via phone/video

Board Members Not in Attendance: Brian Davies

Others in Attendance: Jim Whyte (CWE NSI), Kimberly Smith-Drake, Ron Coleman (City of St. Louis), Annette Pendilton and Abdul Abdullah (Park Central Development) – via phone/video

- **1.** Call to Order: M. Rubin called the meeting to order at 1:36 PM.
- 2. Public Comment: Mark Minden presented Labyrinth Smart Mobility to Euclid South CID board.
- **3.** Approval of Previous Meeting Minutes: J. Udelhofen motioned to approve the previous month meeting minutes; B. Phillips seconded. All in favor- motion approved.

4. Project Reports:

- a. Safety & Security-
 - <u>CWE NSI:</u> J. Whyte presented NSI crime report for April 2022. Overall total crime increased 28.9% with eleven additional incidents. Staffing and shift changes within the St. Louis Police Department which might affect taxing districts patrols. Will continue to monitor the situation and give updates.
- b. Public Infrastructure- No updates
- c. <u>Financial report -</u> Financial reports was not available. A. Abdullah gave an update on financing for the streetscape. The Euclid South CID might not be able to get financing with the bank because of the cost of the project. A. Abdullah suggested that there might be other ways to finance project by setting aside dollars.
- d. **Other Business** Board Officers Nomination Nominations committee will table nominations until next board meeting.

5. Adjournment

Meeting adjourned at 2:06 PM.

Euclid South Community Improvement District Balance Sheet As of May 31, 2022

| | May 31, 22 |
|--|--------------------------|
| ASSETS Current Assets Checking/Savings | |
| 10000 · Simmons Bank Checking #4652 10001 · Simmons Bank MM Acct #4660 | 144,037.25 623,335.52 |
| Total Checking/Savings | 767,372.77 |
| Total Current Assets | 767,372.77 |
| TOTAL ASSETS | 767,372.77 |
| 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 | 9,500.00 |
| Total Current Liabilities | 9,499.96 |
| Total Liabilities | 9,499.96 |
| Equity 32000 · Net Assets Net Income | 712,339.62 45,533.19 |
| Total Equity | 757,872.81 |
| TOTAL LIABILITIES & EQUITY | 767,372.77 |

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

11:10 AM 06/08/22 Cash Basis

| | May 22 | Jul '21 - May 22 | YTD Budget | Annual Budget |
|---|-----------|------------------|------------|--------------------------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 43499 · Reserves | 0.00 | 0.00 | 110,690.50 | 120,753.00 |
| 43500 · Misc Revenue | 0.00 | 0.00 | 0.00 | 0.00 |
| 43200 · CID 1% Sales and Use Tax | 41,861.38 | 471,637.00 | 316,250.00 | 345,000.00 |
| 46400 · Interest Income | 51.23 | 572.34 | | |
| Total Income | 41,912.61 | 472,209.34 | 426,940.50 | 465,753.00 |
| Expense | | | | |
| 50000 · Administration | | | | |
| 550800 · Contribution/Donations | 0.00 | 5,500.00 | | |
| 50550 · Stoarage Facility | 52.66 | 579.26 | 579.26 | 631.92 |
| 50702 · Marketing Admin Services | 2,083.00 | 22,913.00 | 22,913.00 | 24,996.00 |
| 50501 · 32 N Euclid TIF Redevelopment | 19,331.19 | 19,331.19 | 20,000.00 | 20,000.00 |
| 50701 · Admin Services | 2,500.00 | 27,519.50 | 27,500.00 | 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 | 1,850.00 |
| 50700 · Professional Services | | | | |
| 50704 · Audit | 0.00 | 8,000.00 | 4,583.34 | 5,000.00 |
| 50703 · Legal | 0.00 | 742.50 | 4,583.34 | 5,000.00 |
| Total 50700 · Professional Services | 0.00 | 8,742.50 | 9,166.68 | 10,000.00 |
| Total 50000 · Administration | 23,966.85 | 86,472.45 | 82,008.94 | 87,477.92 |
| 55000 · Marketing & Promotions | | | | |
| 55701 · E-Cab | 0.00 | 0.00 | 0.00 | 0.00 |
| 55800 · Holiday Decorations | 0.00 | 6,030.66 | 7,500.00 | 7,500.00 |
| 55100 · Advertising | 0.00 | 500.00 | | |
| 55300 · Professional Services | 0.00 | 0.00 | 0.00 | 0.00 |
| 55500 · Special Events | 0.00 | 0.00 | 0.00 | 0.00 |
| 55700 · Web, Social Media | 0.00 | 2,054.32 | 2,291.67 | 2,500.00 |
| 55000 · Marketing & Promotions - Other | 0.00 | 0.00 | 0.00 | 0.00 |
| Total 55000 · Marketing & Promotions | 0.00 | 8,584.98 | 9,791.67 | 10,000.00 |
| 60000 · Public Area Maint & Landscaping | | | | |
| 60701 · Landscaping | 3,253.33 | 44,717.36 | 35,085.42 | 38,275.00 |
| 60702 · ATBM | 6,500.00 | 77,250.00 | 47,666.67 | 52,000.00 |
| Total 60000 · Public Area Maint & Landscaping | 9,753.33 | 121,967.36 | 82,752.09 | 90,275.00 |
| 65000 · Infrastructure | | | | |
| 65110 · Streetscape Improvements | | | | |
| 65111 · Euclid, FP to Laclede | | | | |
| 65111a · Professional Services | 0.00 | 14,000.00 | | |
| Total 65111 · Euclid, FP to Laclede | 0.00 | 14,000.00 | | |
| 65110 Streetscape Improvements - Other | 86.50 | 69,384.45 | 137,500.00 | 150,000.00 |
| Total 65110 · Streetscape Improvements | 86.50 | 83,384.45 | 137,500.00 | 150,000.00 |
| Total 65000 · Infrastructure | 86.50 | 83,384.45 | 137,500.00 | 150,000.00 |
| 70000 · Public Safety & Security | - 3.00 | , | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| 70100 · Camera System | 0.00 | 6,022.50 | 11,916.67 | 13,000.00 |
| reree ouniera oyotom | 0.00 | 0,022.00 | 11,010.07 | 10,000.00 |

11:10 AM 06/08/22 Cash Basis

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

| | May 22 | Jul '21 - May 22 | YTD Budget | Annual Budget |
|--|------------|------------------|------------|---------------|
| 70200 · CWE-NSI Board Seat | 3,750.00 | 10,000.00 | 3,750.00 | 5,000.00 |
| 70300 · Patrols | 20,340.00 | 110,244.41 | 100,833.34 | 110,000.00 |
| 70900 · Pub Safety/Security Reserve | 0.00 | 0.00 | 0.00 | 0.00 |
| Total 70000 · Public Safety & Security | 24,090.00 | 126,266.91 | 116,500.01 | 128,000.00 |
| Total Expense | 57,896.68 | 426,676.15 | 428,552.71 | 465,752.92 |
| Net Ordinary Income | -15,984.07 | 45,533.19 | -1,612.21 | 0.08 |
| Net Income | -15,984.07 | 45,533.19 | -1,612.21 | 0.08 |

11:11 AM 06/08/22

Euclid South Community Improvement District Transaction List by Vendor

May 2022

Bills Paid in May 2022

-57,896.68

| Туре | Date | Num | Memo | Split | Amount | | |
|--------------------------|--------------------------------|----------------|-------------------------------|----------------------------------|------------|--|--|
| A T Building Maintenance | | | | | | | |
| Bill | 05/10/2022 | 1356 | Street Cleaning | 60702 · ATBM | -6,500.00 | | |
| City of St. Louis Co | mptroller's Off | ice | | | | | |
| Bill Pmt -Check | 05/04/2022 | Bill.com | TIF Redevelopment Payment | 50501 32N Euclid TIF Redeve. | -19,331.19 | | |
| CWE Neighborhood | d Security Initia | tive | | | | | |
| Bill | 05/01/2022 | 3324 | 2nd Qtr 2022 NSI | 70200 · CWE-NSI Board Seat | -3,750.00 | | |
| Horner & Shifrin, In | Horner & Shifrin, Inc. | | | | | | |
| Bill | 05/12/2022 | 65584 | Inv 65584-Project 2100410 | 65110 · Streetscape Improvements | -86.50 | | |
| Park Central Develo | Park Central Development Corp. | | | | | | |
| Bill | 05/15/2022 | 2022-05-15 | Life Storage - Storage Rental | 50550 · Stoarage Facility | -52.66 | | |
| Bill | 05/20/2022 | 2022-05-20 (1) | | 50701 · Admin Services | -2,500.00 | | |
| Bill | 05/20/2022 | 2022-05-20 | | 50702 · Marketing Admin Services | -2,083.00 | | |
| SFP Landscaping, Inc | | | | | | | |
| Bill | 05/03/2022 | 33100 | New landscaping contract | 60701 · Landscaping | -3,253.33 | | |
| The City's Finest | | | | | | | |
| Bill | 05/03/2022 | INV-4644 | Inv 4644 | 70300 · Patrols | -7,120.00 | | |
| Bill Pmt -Check | 05/05/2022 | INV-4612 | INV-4612 | 70300 · Patrols | -5,840.00 | | |
| Bill Pmt -Check | 05/05/2022 | INV-4579 | INV-4579 | 70300 · Patrols | -7,380.00 | | |
| | | | | | | | |

3:04 PM 02/15/22 Cash Basis

Euclid South Community Improvement District Profit & Loss Budget Performance July 2021 through January 2022

| | Project FY | | | | | |
|--|------------|--------------------------|---------------|--------------|--------------|---|
| Euclid | 2023 | | | | | |
| Ordinary Income/Expense | | | Year | | Act Revenue | |
| Income | | | | 2019 | 527,688.00 | |
| 43499 · Reserves | | | | 2020 2021 | 457,548.00 | |
| 43500 · Misc Revenue | 500 000 00 | | | 2021 | 477,311.00 | - |
| 43200 · CID 1% Sales and Use Tax | 500,000.00 | | | | 1,462,547.00 | |
| 46400 · Interest Income | 500 000 00 | | Avg Revenue | | 487,515.67 | |
| Total Income | 500,000.00 | | | | | First Watch to come online est |
| Expense | | | New business | | | annual revenue Dispensery to come online est |
| 50000 · Administration | | | New business | _ | 30,000.00 | annual revenue |
| 550800 · Contribution/Donations | | | Total New Rev | v | 50,000.00 | |
| 50550 · Stoarage Facility | 650.00 | | | | | |
| 50702 · PCD Admin Services | 55,000.00 | | | | 487,515.67 | Avg Rev |
| 50501 · 32 N Euclid TIF Redevelopment | 25,000.00 | | | _ | 50,000.00 | New Business |
| 50400 · Insurance - Property | 1,850.00 | | | | 537,515.67 | Est FY 2023 |
| 50300 · Insurance-D&O Gen Liability | | | | | | |
| 50700 · Professional Services | | | Bal Sheet 1/3 | 1/22 | 624,077.69 | Cash in MM Acct |
| 50704 · Audit | 8,000.00 | | CID expires 2 | 034 | | |
| 50703 · Legal | 2,500.00 | | | | | |
| Total 50700 · Professional Services | | | | | | |
| Total 50000 · Administration | 93,000.00 | | | | | |
| 55000 · Marketing & Promotions | | | | | | |
| 55800 · Holiday Decorations | 3,500.00 | | | | | |
| 55100 · Advertising | | | | | | |
| 55300 · Professional Services | | | | | | |
| 55500 · Special Events | | | | | | |
| 55700 · Web, Social Media | 2,100.00 | | | | | |
| 55000 · Marketing & Promotions - Other | | | | | | |
| Total 55000 · Marketing & Promotions | 5,600.00 | | | | | |
| 60000 · Public Area Maint & Landscaping | | | | | | |
| 60701 · Landscaping | 38,280.00 | | | | | |
| 60702 · ATBM | 82,000.00 | | | | | |
| Total 60000 · Public Area Maint & Landscaping | 120 280 00 | | | | | |
| 65000 · Infrastructure | 120,280.00 | | | | | |
| 00000 minastructure | | | | | | |
| 65110 · Streetscape Improvements - | | ???? Have not figured in | | | | |
| Other | - | costs for streetscape | | | | |
| Total 65110 · Streetscape Improvements | | | | | | |
| Total 65000 · Infrastructure | - | | | | | |
| 70000 · Public Safety & Security | | | | | | |
| 70100 · Camera System | 13,000.00 | | | | | |
| 70200 · CWE-NSI Board Seat | 15,000.00 | | | | | |
| 70300 · Patrols | 110,000.00 | | | | | |
| 70900 · Pub Safety/Security Reserve | | | | | | |
| Total 70000 · Public Safety & Security | 138,000.00 | | | | | |
| Total Expense | 356,880.00 | | | | | |
| Net Ordinary Income | 143,120.00 | | | | | |
| Net Income | 143,120.00 | | | | | |

EUCLID SOUTH CID FY2022-2024 - Cleaning and Maintenance Agreement

THIS GROUNDS KEEPING AGREEMENT ("Agreement") made and entered into this 1st day of July 2022, by and between AT BUILDING MAINTENANCE (hereinafter "ATBM") and EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT (hereinafter "OWNER/AGENT").

WHEREAS, OWNER/AGENT desires to employ ATBM as an independent contractor to perform certain grounds keeping and grounds maintenance services and ATBM agrees to perform such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is herby acknowledged, the parties agree as follows.

1. CONTRACT DOCUMENTS. The Contract Documents consist of: (a) Grounds Keeping Services Agreement. The Contract Documents attached hereto constitute the entire agreement between the parties and supersede any and all prior oral or written agreements, negotiations, understandings or letters of intent. In the event of any conflicting terms or conditions among the various documents constituting this Agreement, the terms and conditions of this Grounds Keeping Agreement shall control and prevail.

2. SERVICES. ATBM agrees to perform the services described in detail in Exhibit A, attached hereto and made a part hereof by reference, in accordance with the quality standards of cleanliness and appearance. Under this Agreement, ATBM agrees to perform the following duties:

a. ATBM will furnish, manage and direct all personnel in the performance of their respective duties required to efficiently accomplish said services. ATBM shall be responsible for all wages, taxes, fringe benefits, workers' compensation insurance, and any other cost, expense or charge levied or required by any federal, state or local laws relating to the employment of all such ATBM employees.

b. ATBM will provide the necessary supplies, materials and equipment for the proper performance for the services described in Exhibit A.

3. TERM. The initial term of this Agreement shall be for a period from July 1, 2022 to June 30, 2024. After expiration of the initial term, this Agreement shall automatically renew from year to year provided that the parties reach an agreement on price adjustments and any changes in the services to be performed not less than sixty (60) days prior to the expiration of the then current term of this Agreement.

4. COMPENSATION. OWNER/AGENT agrees to pay ATBM for the performance of its services per occurrence as outlined in Exhibit A. OWNER/AGENT agrees to pay the invoices within ten (10) days of receipt thereof. Upon the occurrence of any event during the term hereof which was not anticipated in the ordinary course of the business, that causes an increase in ATBM's cost of supplies, materials, and/or equipment necessary for the proper performance of the services hereinbefore described, the parties agree to negotiate a reasonable increase to ATBM's compensation within thirty (30) days of OWNER/AGENT receipt of notice of such event. The compensation stated in this paragraph is based upon the service area, frequency of services and the supplies, materials and equipment necessary to perform such services specified in Exhibit A. If

ATBM is requested by OWNER/AGENT to change the nature, frequency, or timing of the services from that described in Exhibit the parties agree to negotiate a reasonable compensation adjustment for ATBM's performance of such services within thirty (30) days of ATBM's notice to OWNER/AGENT of said change.

5. INSURANCE. ATBM agrees to obtain and maintain in effect at all times during the term of this Agreement and any renewal period, Comprehensive Public Liability Insurance, Worker's Compensation Insurance and Umbrella Insurance coverages sufficient to cover the services performed under this agreement. ATBM agrees to furnish OWNER/AGENT with a Certificate of Insurance for each such insurance coverage within thirty (30) days after full execution hereof and to cause OWNER/AGENT to be listed as an additional named insured upon all applicable insurance coverages. ATBM further agrees to provide OWNER/AGENT with notice of any change in carrier and/or insurance coverages during the term of this Agreement.

6. INDEPENDENT CONTRACTOR. OWNER/AGENT and **ATBM** acknowledge and **agree** that ATBM is providing its services hereunder as an independent contractor and not as an agent, partner, joint venture or employee of OWNER/AGENT, and that nothing herein contained shall be construed to create any other relationship between the parties other than that of an independent contractor. ATBM agrees not to act or represent that it is acting as an agent of OWNER/AGENT or incur any obligation on behalf of OWNER/AGENT without the express written consent of OWNER/AGENT.

7. TERMINATION. If ATBM fails to perform the services in accordance with this Agreement, OWNER/AGENT shall inform TBM in writing setting forth the specific areas of non-performance. If ATBM fails to substantially correct such non-performance within thirty (30) working days from the receipts of said notice, or if ATBM fails to develop a corrective action plan within this time period, which is thereafter approved by OWNER/AGENT, OWNER/AGENT may thereafter terminate this Agreement by giving sixty (60) days written notice to ATBM. ATBM shall have the right to terminate this Agreement by giving thirty (30) days written notice to OWNER/AGENT. In addition, if ATBM does not receive when due any payment to which it is entitled hereunder, ATBM may, at its sole and complete option, immediately terminate this Agreement. The exercise of the right of cancellation reserved in this Paragraph 7 shall be effective only if the party seeking to exercise such right in good faith justly and fairly complies with the express terms of such right.

8. CANCELLATION OF SERVICES. With 24-hour notice, any services may be suspended for that occurrence.

9. BINDING EFFECT, ASSIGNMENT AND AMENDMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, involuntary and voluntary successors and permitted assigns. ATBM may not assign this Agreement without the prior written consent of OWNER/AGENT. This Agreement shall not be amended, altered, changed or modified except by a written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

"ATBM

"OWNER/ AGENT"

NAME: _____

Anthony D. Trotter Title: Owner TITLE: _____

EXHIBIT A

Litter Pickup: Pick up litter and debris every Monday, Wednesday and Friday, including turning the corners to alleyway behind Shake Shack, along street and storefronts.

\$175.00 per occurrence.

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EXHIBIT B

Empty 10 Trash Cans: Empty trash cans along Euclid between Lindell and Forest Park Boulevard once every Monday, Wednesday, Friday, Saturday, and Sunday.

\$75.00 per occurrence. \$10.00 per additional trash can per occurrence

EXHIBIT C

Clean the alley behind Tom's Bar and Grill five (5) times a week on Monday, Wednesday, Friday, Saturday and Sunday.

\$25.00 per occurrence.

EXHIBIT D

Empty 4 pet waste station: Collect and dispose of pet waste (5) times a week on Monday, Wednesday, Friday, Saturday and Sunday September 1st through May 31st. Seven days a week June 1st through August 30th.

\$62.50 per occurrence \$15 per additional pet waste station per occurrence

BOARD SEATS

Board Of Directors

| I | Mark Rubin | President |
|---|-----------------------------------|-----------------------------------|
| 2 | OPEN: Business Owner (John Beatty | Board Member |
| 3 | OPEN: Property Owner | |
| 4 | Brian Davies | Secretary/Renew Appointment |
| 5 | Brian Phillips | Vice President/ Renew Appointment |
| 6 | Josh Udelhofen | Treasurer/Renew Appointment |
| 7 | OPEN: Business Owner | |