



EUCLID SOUTH

COMMUNITY IMPROVEMENT DISTRICT

Euclid South CID Board of Directors Meeting

TO BE HELD

September 16, 2021 – 1:30pm
at **4512 Manchester Avenue, #100**
St. Louis, MO 63110

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on September 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. Public Infrastructure
 - i. Update from Horner & Shifrin
 - ii. Cobalt Contract review/approval
 - b. Safety & Security
 - i. CWE NSI
 - ii. The City's Finest
 - c. Finance
 - i. Audit RFP
 - ii. Annual Report
 - d. Marketing
 - e. Public Maintenance
5. **Other Business**
 - a. Cyber Insurance
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: 867 7687 0640

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: 9-14-2021

TIME: 1:30 PM

Euclid South CID Board of Directors Meeting Minutes
August 19th, 2021 at 1:30 p.m.
At 4512 Manchester Avenue, St. Louis, MO 63110 (Zoom)

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

Board Members Not in Attendance: NONE

Others in Attendance: Ron Coleman (Neighborhood Improvement Specialist), Jim Whyte (CWE NSI), Charles Betts (TCF), Kimberly Drake (WUMC), Lauren Talley (Cobalt), Laurel Harrington (Horner & Shifrin), 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:** A. Johnson introduction Lauren Talley.
3. **Approval of Previous Meeting Minutes:** J. Udelhofen motioned to approve the previous month meeting minutes; S. Ledbetter seconded. All in favor- motion approved.
4. **Project Reports:**
 - a. **Public Infrastructure-**
 - I. Update from Horner & Shifrin: L. Harrington gave an update on the Streetscape Plan. The permitting process can now conclude. L. Harrington meeting with Rasoi business and property owner to discuss the Streetscape Plan.
 - II. Cobalt Contract Review: The Board reviewed the Attorney comments. The Board asked A. Johnson to have L. Talley and L. Harrington to draft the project schedule for the contract. The Board want to add bullet to the scope of service to coordinate with all AHJ's for approvals and completion of projects
 - b. **Safety & Security-**
 - I. J. Whyte gave the security report. Total crime is up in the SBD has decreased by 25% in comparison to 2020. The NSI will be launching an outreach program in September. The plan is to reach out to local people who need housing, food, medical and mental health services. J. Udelhofen motioned to finically support the program; S. Ledbetter seconded; B. Phillips abstained - motion passed. The \$5,500 should come from the general budget.
 - II. R. Betts noted that they are using almost 100% of the patrol budget. TCF has been putting out a lot of patrols in the area. TCF has also been beta testing improved reporting technology. A. Johnson asked C. Betts to share the new data with her. TCF is trying to get approval to use County Officers to help supplement City Officers.
 - c. **Finance-** A. Johnson gave the financial report. J. Udelhofen motioned to approve the financial statements; B. Davies seconded. All in favor – motion approved. A. Johnson asked the board if they would like to put out a new RFP for a new Auditor. Board asked A. Johnson to draft a policy to ensure the board is on a regular audit schedule.
5. **Other Business:** A. Johnson noted that there was a car accident in front of Wholefoods. It damages the street signal light and a few planters. M. Rubin had a question about the street cleaning contractors billing, noting that he thought it was a little high. Also, a new business is coming to the district. FirstWatch has signed a new lease to replace the 1764 Public House.

6. Adjournment

Meeting adjourned at 2:16 PM.

DRAFT

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this “**Agreement**”) is entered into as of the 22st day of July , 2021 (the “**Effective Date**”), by and between Euclid South Community Improvement District (“**Owner**”), and Cobalt Construction Consulting, L.L.C. (hereafter referred to as “**CCC**”), a Missouri limited liability company (“**Consultant**”).

WHEREAS, Owner desires to complete the design and construction of the following project: Euclid Streetscape Improvements, Central West End, St. Louis, MO (the “**Project**”);

WHEREAS, in connection with the Project, Owner desires to engage the professional services of a consultant who has expertise in assisting owners with the construction of projects similar to the Project; and

WHEREAS, Consultant desires to be engaged to perform such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in and for consideration of the above-stated premises and other good and valuable consideration, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by this reference.
2. **Term**. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall expire on the date that is twenty four (24) months thereafter, subject to the termination rights described in this Agreement.
3. **Scope of Services**.
 - (a) **Services**. Owner agrees to pay Consultant for, and Consultant agrees to provide to Owner, the services (“**Services**”) described in Exhibit A, attached hereto and incorporated herein.
 - (b) **Standard of Care**. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in its performance of the Services. Notwithstanding the foregoing, Consultant shall have no responsibility or liability for: (a) the design of the Project, (b) construction means, methods, or procedures, (c) construction safety, (d) the presence or absence of any hazardous materials or substances, including asbestos, PCBs, mold, or contaminated ground water or soil, or (e) the performance of the architect, general contractor, construction manager, subcontractors, or suppliers.
 - (c) **Independent Contractor**. Consultant shall be an independent contractor with respect to performance of the Services. Neither Consultant nor its employees shall be deemed to be a servant, agent, employee, partner, or joint venturer of Owner.
 - (d) **Owner’s Responsibilities**. Owner shall: (a) provide to Consultant full and complete information regarding Owner’s requirements for the Project, (b) promptly respond to Consultant’s requests for information or approval (including approval of change orders), (c) promptly examine information submitted by Consultant and render decisions pertaining thereto

promptly, in order to avoid delay in the progress of the Project, (d) ensure that the Project and the Project site comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, (e) engage, pay, and generally be responsible for any designers, consultants, and contractors necessary for the completion of the Project, (f) be responsible for any requirements of Owner's lenders for the Project, and (g) be responsible for any title or survey matters relating to the Project. Consultant shall be entitled to rely upon the accuracy, timeliness, and completeness of information, drawings, surveys, and other documents furnished by Owner or Owner's consultants or contractors for the Project.

4. **Compensation.**

(a) **Base Fee.** Consultant's base fee for the Services shall be billed based on the hourly rates set forth in Exhibit B attached hereto and incorporated herein.

(b) **Reimbursable Expenses.** Following advance notice by Consultant, and Owner's written consent, Owner shall reimburse Consultant's reasonable travel, business and out-of-pocket expenses incurred by Consultant when engaged in performance of the Services (the "**Reimbursable Expenses**"). Such Reimbursable Expenses may include, but not be limited to, all non-local transportation, phone, facsimile, printing, mailing, and shipping costs incurred by Consultant, provided that any individual expenditure in excess of Two Hundred Dollars and No/100 Dollars (\$200.00) may not be incurred without obtaining Owner's prior written consent. Consultant's Reimbursable Expenses shall be \$1,200.00 per day for each day (including travel days) Consultant is required to travel to/from or be stationed in any location that is more than 200 miles from the Project site.

(c) **Payment.** Within twenty five (25) days after its receipt of a detailed invoice from Consultant, Owner shall pay to Consultant the fees and expenses shown in the invoice. Any amounts due and unpaid for more than sixty (60) days after Owner's receipt of Consultant's invoice shall bear interest at the rate of 1.5% per month (or any portion thereof) until such amounts are paid.

(d) **Fees for Litigation-Related Services.** If Consultant is required by others or requested by Owner to attend any depositions, provide any expert witness testimony, or otherwise provide any other services related to any judicial or quasi-judicial proceedings arising from or in connection with the Project, then, upon resolution of such proceeding (whether by judgment or settlement), Owner shall compensate Consultant for such additional services based on Consultant's hourly rates as set forth in Exhibit B.

5. **Insurance and Indemnification.**

(a) **Insurance.** During the performance of the Services, Consultant shall maintain commercial general liability insurance coverage in the minimum amount of \$1,000,000 per occurrence protecting against claims by third parties arising out of Consultant's performance of the Services at the Project site and workers compensation insurance as required by applicable law. Owner and its contractors shall procure and maintain commercially-reasonable commercial general liability insurance and, if requested, name Consultant as an additional insured. Upon request, either party shall deliver to the other certificates of insurance evidencing the insurance

described in this paragraph. Owner and Consultant each waive the right of subrogation and any and all rights of recovery against each other for any property damage sustained at the Project site to the extent such damage is covered by insurance policies, and all insurance policies shall contain provisions recognizing this mutual release and waiving all rights of subrogation by the respective insurers.

(b) **Indemnification.** Consultant shall indemnify and hold harmless Owner from and against any and all loss, cost, expense, claim, damage, or liability to the extent arising from or in connection with: (a) any material or intentional breach of this Agreement by Consultant, (b) the failure of Consultant to pay any supplier of materials or services engaged by Consultant in connection with the performance of the Services, and (c) any injury or damage to persons or property arising from any negligent or wrongful act or omission of Consultant. Owner shall indemnify and hold harmless Consultant from and against any and all loss, cost, expense, claim, damage, or liability to the extent arising from or in connection with: (a) any material or intentional breach of this Agreement by Owner, (b) the failure of Owner to pay any supplier of materials or services engaged by Owner in connection with the Project, (c) any injury or damage to persons or property arising from any negligent or wrongful act or omission of Owner, and (d) any injury or damage to persons or property arising from any act or omission of any supplier of materials or services engaged by Owner in connection with the Project.

6. **Confidentiality.** Consultant shall use commercially-reasonable efforts to keep in confidence all non-public, financial information regarding Owner or the Project, except to the extent disclosure is required for (a) performances of the Services, (b) compliance with any court order or other applicable law, (c) protection of Consultant against claims or liabilities arising from performance of the Services, or (d) compliance with a request of Owner.

7. **Notices.** Any notice or other communication required or desired to be given under this Agreement shall be in writing and shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth below, (i) when delivered at such address by hand or by overnight delivery service, (ii) two (2) days after its deposit in the United States mail as certified mail, return receipt requested, or (iii) when delivered by email at the email address listed below. All notices sent by any means other than email, shall also be sent via email.

If to Owner:	Park Central Development Ashley Johnson Mark Rubin 4512 Manchester Ave St. Louis, MO 63110 E-mail: Ashley@pcd-stl.org Telephone: 314.535.5311
--------------	---

If to Consultant: Cobalt Construction Consulting, L.L.C.
Attention: Lauren A. Talley
34 N. Brentwood Blvd
Suite 202
St. Louis, Missouri 63105
Telephone: 314.220.5585
E-mail: talley@cobaltc3.com

8. **Termination.**

(a) **For Convenience.** Each party shall have the right to terminate this Agreement without cause by giving the other party at least sixty (60) days prior written notice, specifying the date of termination.

(b) **For Cause.** If either party has not cured a breach of this Agreement within seven (7) days after its receipt of notice from the other party specifying such breach, then such other non-breaching party shall have the right to terminate this Agreement. Notwithstanding the foregoing, either party may suspend the performance of Services immediately upon oral notice if such party reasonably believes that continued performance of the Services may endanger life, health or property.

(c) **Consultant's Payment.** If this Agreement is terminated as provided in Sections 8(a) or (b) above, Owner promptly shall pay Consultant for Services performed up to the date of termination.

9. **General Provisions.** This Agreement shall be governed and construed by the laws of the State of Missouri, without application of any choice of laws rules. In any proceeding (judicial or otherwise) brought by one party hereto against the other to enforce or interpret the terms of this Agreement or to resolve any dispute concerning any part of the Services, the party prevailing in the proceeding shall be entitled, in addition to any other relief, to an award of all its costs incurred in connection with the proceeding, including reasonable attorneys' fees. Neither party shall, without the other party's prior written approval, assign or delegate any of its obligations under this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Agreement (with the attached Exhibits) embodies the entire understanding of the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to this subject matter. Time is of the essence of this Agreement. This Agreement may be signed in counterparts and by facsimile exchange of signature pages.

IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement as of the Effective Date.

OWNER:

Euclid South Community Improvement District

By: _____

Name: Mark Rubin

Title:

CONSULTANT:

Cobalt Construction Consulting, L.L.C.

By: _____

Name: Lauren A. Talley

Title: Principal, Member

EXHIBIT A - DESCRIPTION OF SERVICES

NOTHING HEREIN SHALL BE DEEMED OR CONSTRUED SO AS TO REQUIRE COBALT CONSTRUCTION CONSULTING TO PERFORM THE SERVICES OF ARCHITECTS, BROKERS, ENGINEERS, CONTRACTORS, ACCOUNTANTS, LEGAL COUNSEL OR OTHER PROFESSIONALS REQUIRING SPECIAL LICENSES, OR MAKE COBALT CONSTRUCTION CONSULTING RESPONSIBLE FOR THE FAILURE OF THE VARIOUS PROFESSIONALS RETAINED BY CLIENT TO PROPERLY PERFORM THEIR SERVICES

Pre-Construction & Design:

- Review and evaluate space plans prepared by the architect
- Prepare a budget cost based on the preliminary space plan with assistance from contractor
- Evaluate the budget pricing and assist in value engineering
- Review and evaluate construction documents prepared by the architect
- Develop and issue a Request for Proposal (RFP) to minimum of three general contractors
- Represent the tenant during the construction bidding process, including any pre-bid walkthroughs
- Submit construction documents for permits – fees paid by client
- Receive, analyze and qualify contractor pricing
- Develop a cost comparison spread sheet (Bid Abstract)
- Identify potential project savings / value engineering
- Select the general contractor and develop a Notice to Proceed
- Conduct all required correspondence with neighboring and project adjacent properties and business owners to facilitate communication

Construction:

- Assist client with their execution of general contractors contract
- Review contractor certificate of insurance and provided sub list
- Review and oversee contractor schedule
- Schedule pre-construction kick-off meeting with project team
- Coordinate and communicate with the project team, liaison between the general contractor, landlord, architect and tenant
- Attend weekly progress meetings with project team (OAC)
- Conduct site visits to assess construction progress, review completed work and demand quality workmanship
- Review any changes and associated costs in the event of unforeseen field conditions or tenant's requested changes
- Develop change order requests (COR) for client approval
- Reviewing architect and contractor pay app and provide feedback to client before payment.

Project Close Out:

- Schedule punchlist walkthrough, prepare punchlist, and verify close-out, following each phase of construction
- Assist tenant with applying for occupancy permit or other required municipal permits
- Prepare a final reconciliation spread sheet with all construction costs to client

Owner/Client Responsibility:

- New or modifications to office furniture, audio visual, low voltage, moving, other outside vendor procurement.

EXHIBIT B - SCHEDULE OF CHARGES

PROJECT DESCRIPTION AND SCOPE

The Schedule of Charges is based on the following preliminary project description and scope:

1. The construction project will include a major streetscape renovation in the Central West End (neighborhood district) as outlined in preliminary plans by Christner dated 8/8/2019. Project timeline is TBD – anticipated start in August 2021 – 10 month duration.

BASE FEE

Client shall pay CCC a Base Fee of Seventy Thousand Dollars (\$70,000.00).

As outlined in proposal clarification dated 6/4/2021:

Pricing:

- | | |
|---|-------------------|
| 1. Pricing exercise and project evaluation, 60 calendar days: | \$12,000 flat fee |
| 2. Pre-Construction, 90 calendar days: | \$18,000 flat fee |
| 3. Construction oversight, 5-10 months: | \$40,000 flat fee |

REIMBURSABLE EXPENSES

Reimbursable Expenses, such as out-of-town travel, cab fare, parking, messenger service, mileage, overnight shipping, reproductions, photocopying, project management software license(s), mobile telephone, long distance communications and any other typical out-of-pocket project expenses incurred in connection with the project, shall be billed at actual cost without mark-up. These reimbursable expenses are excluded from the above noted Base Fee.

ADDITIONAL SERVICES

Modifications to the Description of Services (Exhibit A) and/or the Project Description and Scope outlined above may impact the proposed timeline, anticipated hours and Base Fee. Modifications to the Base Fee shall be calculated and billed in accordance with the following hourly rates:

Lauren Talley, Project Executive - \$150.00/Hour

Jim Byrne, Project Executive - \$150.00/Hour

Administrator - \$75.00/Hour

Additional services shall not be undertaken without prior written authorization by the Client.

PAYMENT SCHEDULE

The Payment Schedule for the Base Fee shall be billed as follows:

Monthly Billing Schedule		
August	Pricing Exercise	\$ 6,000.00
September		\$ 6,000.00
October	Pre-Construction	\$ 6,000.00
November		\$ 6,000.00
December		\$ 6,000.00
January	Construction	\$ 5,000.00
February		\$ 5,000.00
March		\$ 5,000.00
April		\$ 5,000.00
May		\$ 5,000.00
June		\$ 5,000.00
July		\$ 5,000.00
August		\$ 5,000.00

Billing schedule subject to change as project schedule is finalized.

Payments shall be due and payable within twenty-five (25) days from date of receipt of invoice.

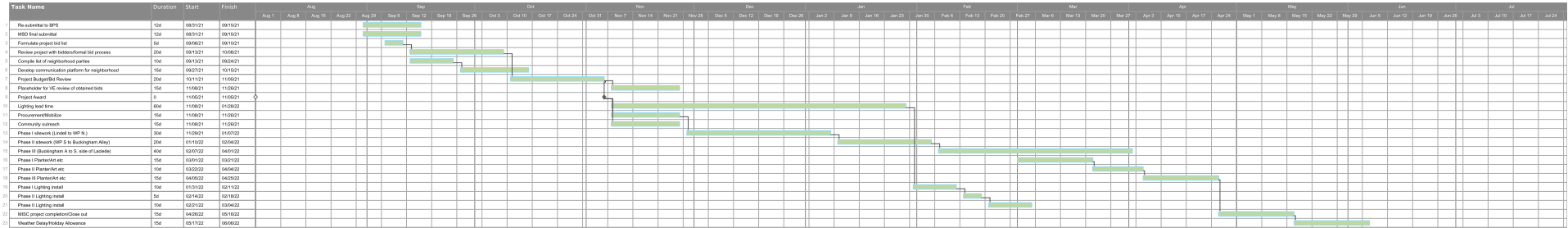
Invoices will be in a form reasonably acceptable to Client and will include an itemization of any reimbursable expenses; CCC will furnish such receipts, documents and information as Client may reasonably request to verify expenses invoiced under this Agreement. Compensation and other amounts payable to CCC under this Agreement shall include all applicable taxes.

EXHIBIT C- Preliminary Project Schedule

Intentionally left blank

Euclid Streetscape

COBALT CONSTRUCTION CONSULTING



Euclid South Community Improvement District
Balance Sheet
As of August 31, 2021

	<u>Aug 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · Simmons Bank Checking #4652	93,373.95
10001 · Simmons Bank MM Acct #4660	623,869.14
Total Checking/Savings	<u>717,243.09</u>
Total Current Assets	<u>717,243.09</u>
TOTAL ASSETS	<u>717,243.09</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	721,839.62
Net Income	-4,596.49
Total Equity	<u>717,243.13</u>
TOTAL LIABILITIES & EQUITY	<u>717,243.09</u>

Euclid South Community Improvement District Profit & Loss Budget Performance August 2021

	<u>Aug 21</u>	<u>Jul - Aug 21</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense				
Income				
43499 · Reserves	0.00	0.00	20,128.00	120,753.00
43500 · Misc Revenue	0.00	0.00	0.00	0.00
43200 · CID 1% Sales and Use Tax	20,764.41	79,462.07	57,500.00	345,000.00
46400 · Interest Income	51.28	105.96		
Total Income	<u>20,815.69</u>	<u>79,568.03</u>	<u>77,628.00</u>	<u>465,753.00</u>
Expense				
50000 · Administration				
50550 · Storage Facility	52.66	105.32	105.32	631.92
50702 · Marketing Admin Services	2,083.00	4,166.00	4,166.00	24,996.00
50501 · 32 N Euclid TIF Redevelopment	0.00	0.00	0.00	20,000.00
50701 · Admin Services	2,500.00	5,000.00	5,000.00	30,000.00
50300 · Insurance-D&O; Gen Liability	0.00	0.00	0.00	1,850.00
50700 · Professional Services				
50704 · Audit	0.00	0.00	833.40	5,000.00
50703 · Legal	0.00	0.00	833.40	5,000.00
Total 50700 · Professional Services	<u>0.00</u>	<u>0.00</u>	<u>1,666.80</u>	<u>10,000.00</u>
Total 50000 · Administration	<u>4,635.66</u>	<u>9,271.32</u>	<u>10,938.12</u>	<u>87,477.92</u>
55000 · Marketing & Promotions				
55701 · E-Cab	0.00	0.00	0.00	0.00
55800 · Holiday Decorations	0.00	0.00	0.00	7,500.00
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	0.00	416.70	2,500.00
55000 · Marketing & Promotions - Other	0.00	0.00	0.00	0.00
Total 55000 · Marketing & Promotions	<u>0.00</u>	<u>0.00</u>	<u>416.70</u>	<u>10,000.00</u>
60000 · Public Area Maint & Landscaping				
60701 · Landscaping	9,568.62	9,568.62	6,379.20	38,275.00
60702 · ATBM	8,750.00	16,250.00	8,666.70	52,000.00
Total 60000 · Public Area Maint & Landscaping	<u>18,318.62</u>	<u>25,818.62</u>	<u>15,045.90</u>	<u>90,275.00</u>
65000 · Infrastructure				
65110 · Streetscape Improvements	18,041.45	18,041.45	25,000.00	150,000.00
Total 65000 · Infrastructure	<u>18,041.45</u>	<u>18,041.45</u>	<u>25,000.00</u>	<u>150,000.00</u>
70000 · Public Safety & Security				
70100 · Camera System	0.00	6,022.50	2,166.70	13,000.00
70200 · CWE-NSI Board Seat	0.00	1,250.00	1,250.00	5,000.00
70300 · Patrols	10,324.38	23,760.63	18,333.40	110,000.00
70900 · Pub Safety/Security Reserve	0.00	0.00	0.00	0.00
Total 70000 · Public Safety & Security	<u>10,324.38</u>	<u>31,033.13</u>	<u>21,750.10</u>	<u>128,000.00</u>
Total Expense	<u>51,320.11</u>	<u>84,164.52</u>	<u>73,150.82</u>	<u>465,752.92</u>
Net Ordinary Income	<u>-30,504.42</u>	<u>-4,596.49</u>	<u>4,477.18</u>	<u>0.08</u>
Net Income	<u><u>-30,504.42</u></u>	<u><u>-4,596.49</u></u>	<u><u>4,477.18</u></u>	<u><u>0.08</u></u>

Euclid South Community Improvement District
Transaction List by Vendor
August 2021

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
A T Building Maintenance				
Bill Pmt -Check	08/03/2021	1291	Inv 1291	-8,750.00
Horner & Shifrin, Inc.				
Bill	08/06/2021	63386	Inv 63386	-18,041.45
Park Central Development Corp.				
Bill	08/15/2021	2021-08-15	Recurring Bill Life Storage - Storage R	-52.66
Bill	08/20/2021	2021-08-20	Recurring Bill	-2,500.00
Bill	08/20/2021	2021-08-20 (1)	Recurring Bill	-2,083.00
SFP Landscaping, Inc				
Bill	08/01/2021	29120	New landscaping contract	-3,189.54
Bill Pmt -Check	08/18/2021	28605	New landscaping contract	-3,189.54
Bill Pmt -Check	08/18/2021	28459	New landscaping contract	-3,189.54
The City's Finest				
Bill Pmt -Check	08/18/2021	INV-3230	Inv 3230	-10,324.38
Bills paid in August 2021				-51,320.11

Euclid South

Community Improvement District

4512 MANCHESTER AVENUE, SUITE 100
SAINT LOUIS, MISSOURI 63110.2100
O 314.535.5311 F 314.531.1894

#

September 16, 2021

To whom it may concern,

The Euclid South Community Improvement District (CID), a political subdivision, seeks auditing services for fiscal years 2021, 2022 and 2023. Specifically, we need:

- Audited financial statements
- Management letter
- Presentation of the audit

In order to minimize the time required for you to prepare your proposal, we have enclosed the following background information and questionnaires for your consideration:

Please submit your proposal to our office by 5 p.m. 10/18/2021. We will notify you of the selected service provider by Email. The CID reserves the right to reject any and all proposals submitted and to award the contract based upon the best interests of the CID.

Thank you for your consideration, and please do not hesitate to call me if you have any questions regarding this request.

Sincerely,

Ashley Johnson
Administrator
Euclid South CID

Request for Proposals: Audit Services

Profile of Firm:

1. Describe the firm on an overall basis, both locally and nationally.
2. Summarize the firm's qualifications regarding non-profit organizations from an audit, EDP and tax perspective.
3. Give the firm's present complement of personnel by specialty, division and employment classification in the St. Louis office.
4. Describe your local audit firm staff turnover experience within the past three years and how you would provide continuity of assigned personnel on this engagement.
5. Describe the overall results of your firm's most recent peer review.

Quality of Audit:

1. Describe the firm's audit approach, including review of internal controls.
2. Describe how your firm will obtain a basic understanding of the CID's operations and activities for planning the audit.
3. Describe the local office's experience in dealing with other non-profit clients similar to the CID.
4. Describe the local office's ability to audit in a computer environment.
5. Describe the key personnel utilized on the engagement along with their resumes of key personnel. Indicate their degrees of expertise and prior experiences as appropriate for the engagement.
6. Describe any services, other than audits, offered by the local office especially as related to internal controls and EDP operations.
7. Describe your firm's staff training and development policies and programs.

Include in the Proposal:

1. Describe the procedures utilized to monitor the progress of the work for periodic evaluation and communication to management of the CID so that problems can be resolved.
2. Identify key local engagement personnel who will be continuously available for consultation or discussion.
3. Describe any relationships with your existing clients that might jeopardize your objectivity or independence.
4. Estimate total fees and hours by employment classification and out-of-pocket costs annually, given the services as outlined in the attached letter.
5. Estimate the "first time through" hours which would be required from your firm and our staff.
6. Estimate the "internal control review" hours which your firm is committed to provide our staff.
7. Submit client references for each key member of the proposed client service team.
8. Submit local community improvement district client references
9. Provide any further information as you deem necessary

Request for Proposals: Audit Services

Timeline:

- October 18, 2021 Proposals due
- October 31, 2021 Selection of audit firm
- April, 2021 On-site visit(s) & audit work
- May, 2021 Audited financial statement due (FY '20-'21)
- June, 2021 Report to Board of Directors

Deliverables:

- Audited financial statement
- Management letter comments
- Report to Board of Directors

Other consultation services:

- We may seek miscellaneous support, as it relates to the audit findings, for up to fifteen hours of financial record-keeping as part of your base price.

Request for Proposals: Audit Services

- Euclid South CID was established September 2014.
- The overwhelming majority of Euclid South CID's revenue comes from a 1% sales tax. Funds are distributed monthly by the Missouri Department of Revenue.
- Euclid South CID is a political subdivision.
- Euclid South CID operates on a fiscal year budget, July 1-June 30
- Euclid South CID's budget and programs are as follows:
 - Administration
 - Marketing
 - Beautification
 - Public Infrastructure
 - Public Safety
 - Special Events
- Euclid South CID is governed by a seven (7) member Board of Directors. The Board meets twelve (12) times per year.
- The Board contracts its administrative services to Park Central Development Corporation.
- Euclid South CID has no employees.
- FY 2020-21 total annual revenue was approximately \$393,530.

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

Annual Report for the Fiscal Year ending June 30, 2021

Contents

1. Annual Report - FY2021
2. Attachment A - Annual Financial Report - FY2021
3. Attachment B - Map of Euclid South Community Improvement District
4. Attachment C - Resolutions adopted in FY 2021
5. Attachment D – Financial Reports

Annual Report for Fiscal Year 2021

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 2021, (May 20th, 2021 Board of Directors Meeting). 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. Ashley Johnson 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 \$393,530 of Sales & Use Tax revenue during the 2020-2021 fiscal year.**

Expenditures Made

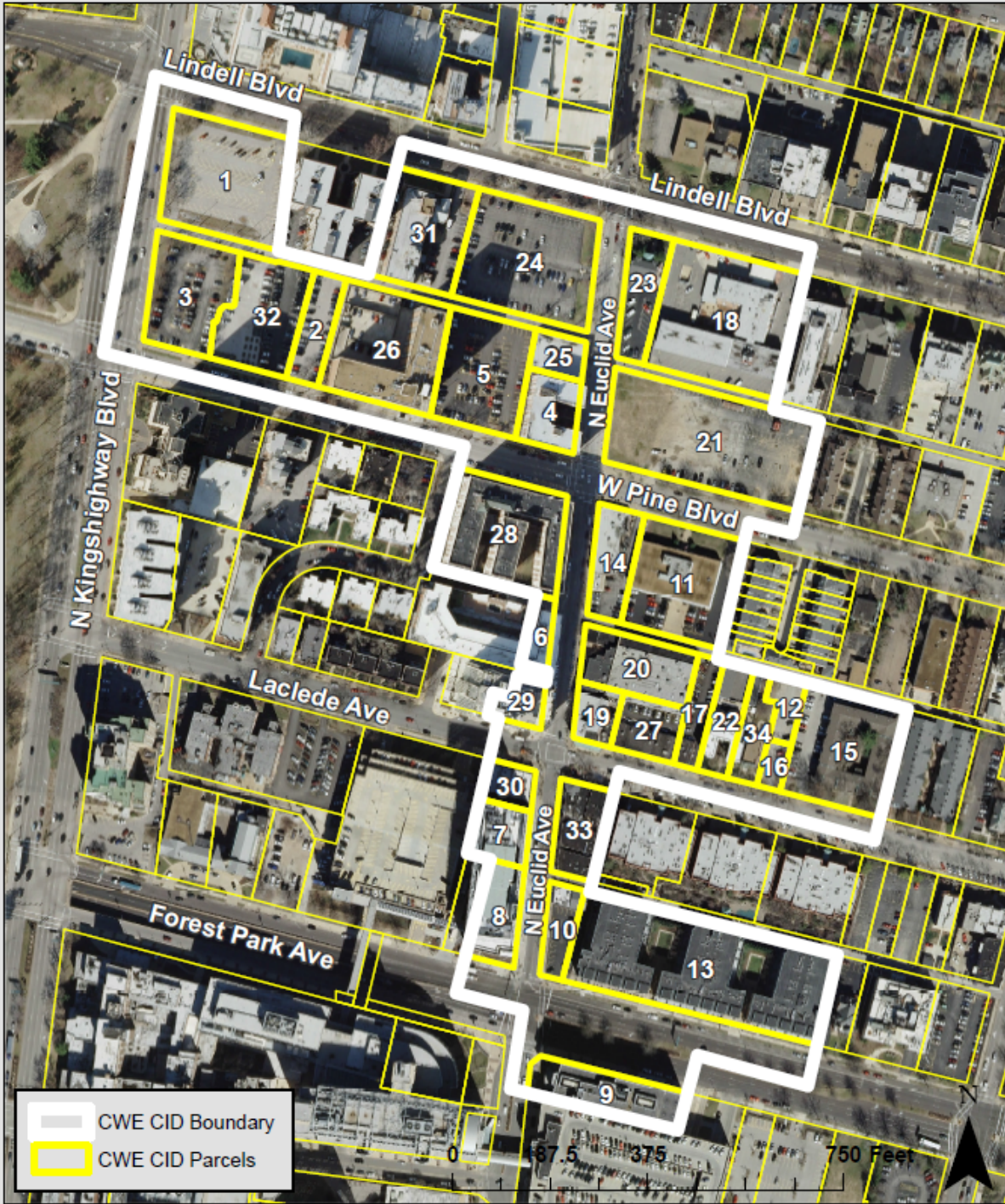
The District expended a total of \$456,578 in Fiscal Year 2010 (see attachment D for more details). The expenditures were for the following services: Administrative, Marketing & Promotions, Public Area Maintenance & Landscaping, Infrastructure Improvements, Public Safety & Security.

Services Provided

The District funded a variety of services in Fiscal Year 2020-2021 including security patrols in the District, streetscape improvements, public area cleaning and maintenance, special events and advertising, and supported business in the district with needed assistance through COVID-19.

Attachment B – Map of Euclid South Community Improvement District

Euclid South Community Improvement District Boundary



Attachment C – Resolutions Adopted in FY 2021

2020-01 – Adopting Annual Budget for FY 2021

Attachment D

Financials for fiscal year 2021 attached

Euclid South Community Improvement District Profit & Loss Budget Performance June 2021

Ordinary Income/Expense	Jun 21	Jul '20 - Jun 21	Annual Budget	
Income				
43500 · Misc Revenue	0.00	0.00	34,832.00	
43200 · CID 1% Sales and Use Tax	41,888.07	391,499.41	500,000.00	Revenues lower due to COVID
46400 · Interest Income	76.89	2,030.13		
Total Income	41,964.96	393,529.54	534,832.00	
Expense				
90001 · Miscellaneous Expense	0.00	1,132.47		
50000 · Administration				
50550 · Storage Facility	52.66	594.76		
50702 · Marketing Admin Services	2,083.00	24,996.00	24,996.00	
50501 · 32 N Euclid TIF Redevelopment	0.00	19,062.62	30,000.00	Due to low revenues in 2020, payment to STL was low
50701 · Admin Services	2,500.00	30,000.00	30,000.00	
50400 · Insurance - Property	0.00	1,807.00		
50100 · Bank Charges/Fees	0.00	11.70		
50300 · Insurance-D&O; Gen Liability	0.00	0.00	1,500.00	
50700 · Professional Services				
50703 · Audit, Legal	0.00	10,000.00	13,000.00	
Total 50700 · Professional Services	0.00	10,000.00	13,000.00	
Total 50000 · Administration	4,635.66	86,472.08	99,496.00	
55000 · Marketing & Promotions				
55701 · E-Cab	0.00	1,225.00	36,000.00	
55800 · Holiday Decorations	0.00	5,587.73	2,500.00	
55100 · Advertising	0.00	250.00		
55300 · Professional Services	0.00	0.00	15,000.00	
55500 · Special Events	0.00	0.00	10,000.00	
55700 · Web, Social Media	0.00	138.00	2,500.00	
55000 · Marketing & Promotions - Other	0.00	0.00	0.00	
Total 55000 · Marketing & Promotions	0.00	7,200.73	66,000.00	
60000 · Public Area Maint & Landscaping				
60701 · Landscaping	0.00	12,732.62	11,136.00	increase in trash pick up and added alley pickup
60702 · ATBM	6,500.00	77,125.00	48,000.00	
Total 60000 · Public Area Maint & Landscaping	6,500.00	89,857.62	59,136.00	
65000 · Infrastructure				
65110 · Streetscape Improvements	34,884.76	123,180.42	145,700.00	
Total 65000 · Infrastructure	34,884.76	123,180.42	145,700.00	
70000 · Public Safety & Security				
70100 · Camera System	0.00	17,785.50	5,000.00	
70200 · CWE-NSI Board Seat	0.00	6,250.00		
70300 · Patrols	13,820.63	114,393.82	110,000.00	Contribution for gift cards to hospital staff for businesses in CWE
70500 · Outreach	0.00	10,305.45		

Euclid South Community Improvement District
Profit & Loss Budget Performance
June 2021

	<u>Jun 21</u>	<u>Jul '20 - Jun 21</u>	<u>Annual Budget</u>
70900 · Pub Safety/Security Reserve	0.00	0.00	49,500.00
Total 70000 · Public Safety & Security	13,820.63	148,734.77	164,500.00
Total Expense	59,841.05	456,578.09	534,832.00
Net Ordinary Income	-17,876.09	-63,048.55	0.00
Net Income	<u>-17,876.09</u>	<u>-63,048.55</u>	<u>0.00</u>



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

IMPORTANT COVERAGE NOTICE

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

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

MOPERM has been advised of the following:

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

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

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

Respectfully,

Brenda Gibson, CIC, CISR, AU
Underwriting Manager

E-mail address:

Accounting@moperm.com • Administration@moperm.com • Claims@moperm.com
LossControl@moperm.com • MemberServices@moperm.com • Underwriting@moperm.com

FINANCE

- Review Financial Documents
 - Balance Sheet
 - Profit & Lost
- Report on Sales Tax Collections

These are sales taxes collected in August and deposited to the account in September 2021

	2020	2021	Variance (’20 to ’21)
August	\$32,786	\$62,265	\$29,479
YTD	\$362,259	\$347,169	-\$15,089

COBALT UPDATE:

- Per the project schedule, what I have been working on is procuring the bid list for the Euclid work. I have reached out to several contractors who are a good fit for this more “civil” based work. My goal is to have 3 strong, qualified and committed bidders. I have 2 committed right now and I am working on the third. Some firms have passed due to the project size, or they are too busy. This is not uncommon right now as contractors do not have enough workforce for all the work available.
 - I hope to have this list solidified in a few days and have the project formally out to bid by Friday.
 - The two committed contractors, at this time:
 - GS&S and Kaedean Construction.
- In about 2 weeks, I hope to start working closely with Ashley to issue correspondence about the project to the neighborhood so that the neighborhood partners feel included and informed.

- Lauren A. Talley