



**EUCLID  
SOUTH**  
COMMUNITY IMPROVEMENT DISTRICT

Euclid South CID Board of Directors Meeting

**TO BE HELD**

September 20th, 2018 - 1:30pm  
**at 4512 Manchester Avenue, #100**  
**St. Louis, MO 63110**

**NOTICE & PROPOSED AGENDA**

**TAKE NOTICE** that on September 20th, 2018 at 1:30pm at 4512 Manchester, #100, St. Louis, MO, 63110, 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. Approval of Previous Month Minutes
3. Chair's Report & Announcement of the Order of Business
4. Public Comments & Questions (5-minute limit per speaker)
5. Project Reports
  - a. Safety & Security
    - i. CWE NSI
    - ii. The City's Finest
  - b. Finance
    - i. Budget analysis
  - c. Marketing
    - i. Euclid North Marketing Coordination
  - d. Parking
  - e. Public Maintenance
  - f. Public Infrastructure
    - i. Streetscape/Street Furniture Plan
6. Other Business
  - a. Nomination of Officers
  - b. Resolution
7. 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: 9-18-18**

Euclid South CID Board of Directors Meeting Minutes  
August 16, 2018 at 1:30 p.m.  
At 4512 Manchester Avenue, St. Louis, MO 63110

**Committee members in attendance:** Brian Phillips, Shawn Milford, Mark Rubin, John McElwain, Lucas Gamlin

**Committee members not in attendance:** John Ly

**Others in attendance:** Annette Pendilton, Ashley Johnson, Abdul Abdullah (Park Central Development Staff), Ron Coleman, Chi Johnson (City of St. Louis), Jared Brown, Sarah Westbrook (St. Louis City Treasures Office).

1. **Call to Order:** B. Phillips called the meeting to order at 1:35 p.m.

2. **Approval of Previous Meeting Minutes**

S. Milford made a motion to approve the July 19, 2018 meeting minutes. J. McElwain seconded the motion. The motion passes 3-0-0.

3. **Chairs Report & Announcement of the Order of Business -**

B. Phillips asked for a motion to move item 5(d) – Parking to the top of the agenda. M. Rubin motioned. J. McElwain second. The motion passes 3-0-0.

J. Brown stated that the parking garage on Euclid has 200 spaces and is used by monthly and transient users. He noted that spaces are available, and businesses could promote the parking garage as a parking option for customers. In addition, there is currently a program in place that allows the City to give validations tickets to businesses. J. Brown also noted that L. Gamlin restaurant is currently using the program. L. Gamlin stated that he has a sign at his restaurant and a note on the menus promoting their parking reimbursement policy - which takes \$2 off meals for those that park in the garage.

M. Rubin explained how the board is working to develop a street scape and street furniture project and ask J. Brown if the City would be willing to work with the Euclid South CID to get better parking signage on the garage. J. Brown agreed and asked for a timeline to see what could be done.

S. Westbrook announced an upcoming event sponsored by the City of St. Louis Treasures office, Parking Day STL 2018. This annual global event will be on Friday, September 21, 2018. This event allows people and businesses to transform a metered parking spot into a temporary, creative space.

4. **Public Comments – None**

5. **Project Reports**

- a. **Safety & Security:** A. Johnson noted that a representative from the CWE NSI was unable to attend the meeting and mentioned that she could take any questions the Board may have and share them with the CWE NSI. M. Rubin asked about crime in other areas like

the Grove and was concerned about residents reading the crime stats and having a police officer presents in the district. B. Phillips note that St. Louis City has 200 openings for police officers. The City can't hire officers quick enough to replace retiring officers. In addition, because of the limited officers, the police department is focused on other areas outside of the district. The district is not a high priority, which is why the CID's and SBD's secured their own security to cover the area. B. Phillips also noted that St. Louis City can't compete with pay rates of St. Louis County Officers.

**b. Finance:**

A. Pendilton gave the update on the financials, noting that the balance sheet highlights the funds set aside for the engineering portion of the street scape project. L. Gamlin motioned to approve financials. S. Milford seconded the motion. Motion passes 5-0-0.

B. Phillips requested that at the next Board meeting a policy be set to start designating funds to the street scape and street furniture projects, such as sidewalk repairs. L. Gamlin noted his concerns regarding allocating so much resources to improving the sidewalk. B. Phillips provided some historically reasons why Euclid North has not needed to allocate funds towards sidewalk improvements but noted that they will need to eventually. B. Phillips requested that Park Central do an analysis to evaluate expenses for day to day operations to help determine a dollar amount to set aside for future projects.

**c. Marketing:**

L. Gamlin and S. Milford met with Kate at Euclid North CID to discuss a joint venture in marketing between the two CID's. They presented a fee proposal for marketing services through June 30, 2019. This will include immediate access to social media, adding Euclid South CID to their website, keeping the way finders updated, Window Walk event, joint events and growth opportunity. Services will begin August 2018 through June 2019. Initial fee of \$20,000 and annual service fee of \$43,065 to be paid monthly at \$3,915.

The Euclid South CID Board requested L. Gamlin and S. Milford to continue negotiations with the Euclid North CID and provide the Board with a more detailed proposal for general services and a fee listing of alternative services.

**e. Public Maintenance:**

A. Johnson presented the two proposals received for the public maintenance, Brake Landscaping and Top Care. A. Johnson noted that Brake Landscaping bid was about \$67,000 more than Top Care. A. Abdul noted that trash acumination over the weekend is a problem. B. Phillips suggested that the Board accept Top Care proposal with the addition of more trash removal services. J. McElwain motioned. M. Rubin second. Motion passes 5-0-0

**f. Public Infrastructure:**

i. Way Finders – B. Phillips noted that a CWE South SBD is requesting additional clarification regarding the Way finder signs. He noted that the Euclid South CID agreed to take ownership of the way finders. However, the Euclid South CID received two invoices was initiated by the CWE South SBD. and outside entities shouldn't be able to create expenses on behalf of the Euclid South CID. J. McElwain, noted that Maggy

Malcom is very connected to the way finders and has been maintain them since their formation and would be willing to maintain them at no cost to the Euclid South CID. B. Phillips suggested giving the way finders back to the CWE South SBD. J. McElwain suggest turning the way finders over to the marking committee. B. Phillip suggested that Marketing Committee could the way finders into their marketing proposal for services with the CWE Euclid North CID. Board agreed.

ii. Streetscape and Street Furniture plan – M. Rubin also told the board there will be \$7,000 added cost to the streetscape for engineers. Per St. Louis City, we need to hire a third-party engineer for lighting. Also, M. Rubin noted that the Streetscape and Street Furniture Committee met to discuss the bids for the street furniture project on August 6, 2018. M. Rubin stated that there was a wide range of cost and scope among the proposals. The Committee recommended a rejection of all bids. In addition, to work with Christner and explore the possibility of combining the streetscape and street furniture plan. M. Rubin noted that this would be more time and cost efficient. M. Rubin motioned to reject bid proposals for street furniture and continue talks with Christner regarding both the streetscape and street furniture plan. J. McElwain second. Motion passes 4-0-0

## **6. Other Business**

A. Johnson presented Resolution 2018-03, Euclid South CID engaging Park Central Development to provide administrative support, for signage. The contract was approved and signed at the July 19, 2018.

Nomination of officers for 2019-2020 fiscal year. Mark Rubin was nominated for President by J. McElwain and second by B. Phillips. Shawn Milford was nominated for Secretary by J. McElwain. Lucas Gamlin was nominated for Treasurer by B. Phillips. A. Johnson noted that an official vote and resolution will be drafted and adopted at the September 20, 2018 Board meeting.

## **7. Adjournment**

J. McElwain motioned to adjourn. Second by L. Gamlin. Meeting adjourned at 2:59 pm.

# Euclid South Community Improvement District

## Balance Sheet

As of August 31, 2018

Aug 31, 18

### ASSETS

#### Current Assets

##### Checking/Savings

10001A · Restricted for Streetscape Plan 36,400.00

10000 · Reliance Bank Checking #4652 320,134.93

10001 · Reliance Bank MM Acct #4660 96,904.44

Total Checking/Savings 453,439.37

Total Current Assets 453,439.37

**TOTAL ASSETS 453,439.37**

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

20000 · Accounts Payable -195.00

Total Accounts Payable -195.00

Total Current Liabilities -195.00

Total Liabilities -195.00

#### Equity

32000 · Net Assets 399,696.82

Net Income 53,937.55

Total Equity 453,634.37

**TOTAL LIABILITIES & EQUITY 453,439.37**

**Euclid South Community Improvement District**  
**Profit & Loss Budget Performance**  
 July through August 2018

	<u>Jul - Aug 18</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
43200 · CID 1% Sales and Use Tax	105,746.57	90,000.00	540,000.00
46400 · Interest Income	92.02		
<b>Total Income</b>	<u>105,838.59</u>	<u>90,000.00</u>	<u>540,000.00</u>
<b>Expense</b>			
<b>50000 · Administration</b>			
50701 · Admin Services	13,750.00	13,750.00	55,000.00
50400 · Insurance - Property	0.00	315.80	1,895.00
50100 · Bank Charges/Fees	4.00		
50700 · Professional Services			
50703 · Audit, Legal	0.00	2,041.66	12,250.00
<b>Total 50700 · Professional Services</b>	<u>0.00</u>	<u>2,041.66</u>	<u>12,250.00</u>
<b>Total 50000 · Administration</b>	<u>13,754.00</u>	<u>16,107.46</u>	<u>69,145.00</u>
<b>55000 · Marketing &amp; Promotions</b>			
55800 · Holiday Decorations	0.00	0.00	5,000.00
55500 · Special Events	0.00	0.00	10,000.00
55700 · Web, Social Media	0.00	833.30	5,000.00
55900 · Mkt & Promo-Reserve	0.00	3,866.66	23,200.00
55000 · Marketing & Promotions - Other	4,445.00	0.00	0.00
<b>Total 55000 · Marketing &amp; Promotions</b>	<u>4,445.00</u>	<u>4,699.96</u>	<u>43,200.00</u>
<b>60000 · Public Area Maint &amp; Landscaping</b>			
60700 · Cleaning & Maintenance	2,340.00	4,479.50	26,877.00
60900 · Mnt & Clean-Reserve	0.00	4,520.50	27,123.00
<b>Total 60000 · Public Area Maint &amp; Landscaping</b>	<u>2,340.00</u>	<u>9,000.00</u>	<u>54,000.00</u>
<b>65000 · Infrastructure</b>			
65200 · Parking			
65250 · Car Share	1,000.00	1,000.00	6,000.00
<b>Total 65200 · Parking</b>	<u>1,000.00</u>	<u>1,000.00</u>	<u>6,000.00</u>
65110 · Streetscape Improvements	0.00	25,000.00	150,000.00
65900 · Infrastructure Reserve	0.00	1,900.00	11,400.00
<b>Total 65000 · Infrastructure</b>	<u>1,000.00</u>	<u>27,900.00</u>	<u>167,400.00</u>
<b>70000 · Public Safety &amp; Security</b>			
70200 · CWE-NSI Board Seat	0.00	1,666.66	10,000.00
70300 · Patrols	30,318.75	18,432.50	110,595.00
70900 · Pub Safety/Security Reserve	0.00	11,400.82	68,405.00
<b>Total 70000 · Public Safety &amp; Security</b>	<u>30,318.75</u>	<u>31,499.98</u>	<u>189,000.00</u>
<b>Total Expense</b>	<u>51,857.75</u>	<u>89,207.40</u>	<u>522,745.00</u>
<b>Net Ordinary Income</b>	53,980.84	792.60	17,255.00
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
80000 · Reserve Fund	0.00	2,700.00	16,200.00
<b>Total Other Expense</b>	<u>0.00</u>	<u>2,700.00</u>	<u>16,200.00</u>
<b>Net Other Income</b>	0.00	-2,700.00	-16,200.00

09/20/18

**Euclid South Community Improvement District**  
**Profit & Loss Budget Performance**  
July through August 2018

	<u>Jul - Aug 18</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Net Income	<u>53,980.84</u>	<u>-1,907.40</u>	<u>1,055.00</u>

	<u>Jun 30, 18</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10001A - Restricted for Streetscape Plan	36,400.00
10000 - Reliance Bank Checking #4652	266,439.11
10001 - Reliance Bank MM Acct #4660	96,857.71
<b>Total Checking/Savings</b>	<u>399,696.82</u>
<b>Total Current Assets</b>	<u>399,696.82</u>
<b>TOTAL ASSETS</b>	<u><u>399,696.82</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
32000 - Net Assets	232,660.46
Net Income	167,036.36
<b>Total Equity</b>	<u>399,696.82</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>399,696.82</u></u>

Balance Sheet as of 6/30/18

Checking Acct	266,439.11	
Money Market Acct	96,857.71	
	<u>363,296.82</u>	Cash reserves in the Bank
	<u>36,400.00</u>	Cash restricted for Scapestreet
	<u>399,696.82</u>	



	Jul '18 - Jun 19	Budget	
Ordinary Income/Expense			
Income			
43200 · CID 1% Sales and Use Tax	540,000.00	540,000.00	
46400 · Interest Income	0.00		
<b>Total Income</b>	540,000.00	540,000.00	
Expense			
	<b>Expenses from 2017-2018 Actuals</b>		
50000 · Administration			
50701 · Admin Services	30,000.00	55,000.00	25,000.00
50400 · Insurance - Property	501.00	1,895.00	
50100 · Bank Charges/Fees	24.00		
50300 · Insurance-D&O; Gen Liability	1,394.00		
50700 · Professional Services			
50703 · Audit	9,250.00		
50703 · Legal	3,500.00	12,250.00	
<b>Total 50700 · Professional Services</b>	12,750.00	12,250.00	
<b>Total 50000 · Administration</b>	44,669.00	69,145.00	
55000 · Marketing & Promotions			
55800 · Holiday Decorations	2,000.00	5,000.00	
55500 · Special Events	0.00	10,000.00	
55700 · Web, Social Media	20.00	5,000.00	
55900 · Mkt & Promo-Reserve	0.00	23,200.00	23,200.00
55000 · Marketing & Promotions - Other	4,445.00	0.00	
<b>Total 55000 · Marketing &amp; Promotions</b>	6,465.00	43,200.00	
60000 · Public Area Maint & Landscaping			
60700 · Cleaning & Maintenance	24,948.50	26,877.00	
60900 · Mnt & Clean-Reserve	34,000.00	27,123.00	
60000 · Public Area Maint & Landscaping -	0.00	0.00	
<b>Total 60000 · Public Area Maint &amp; Landscaping</b>	58,948.50	54,000.00	
65000 · Infrastructure			
65200 · Parking			
65250 · Car Share	7,000.00	6,000.00	
<b>Total 65200 · Parking</b>	7,000.00	6,000.00	
65110 · Streetscape Improvements	150,000.00	150,000.00	
65900 · Infrastructure Reserve	0.00	11,400.00	11,400.00
65000 · Infrastructure - Other	0.00	0.00	
<b>Total 65000 · Infrastructure</b>	157,000.00	167,400.00	
70000 · Public Safety & Security			
70200 · CWE-NSI Board Seat	10,000.00	10,000.00	
70300 · Patrols	110,595.00	110,595.00	
70900 · Pub Safety/Security Reserve	0.00	68,405.00	68,405.00
70000 · Public Safety & Security - Other	0.00	0.00	
<b>Total 70000 · Public Safety &amp; Security</b>	120,595.00	189,000.00	
<b>Total Expense</b>	387,677.50	522,745.00	
<b>Net Ordinary Income</b>	152,322.50	17,255.00	
Other Income/Expense			
Other Expense			
80000 · Reserve Fund	0.00	16,200.00	16,200.00
<b>Total Other Expense</b>	0.00	16,200.00	144,205.00 Total in Reserves Budget
<b>Net Other Income</b>	0.00	-16,200.00	
<b>Net Income</b>	152,322.50	1,055.00	

## GROUNDS KEEPING AGREEMENT

THIS GROUNDS KEEPING AGREEMENT ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between TOP CARE LAWN SERVICE, INC., Missouri corporation (hereinafter "TOP CARE") and EUCLID SOUTH CID a EUCLID SOUTH CID (hereinafter "OWNER/AGENT").

WHEREAS, OWNER/AGENT desires to employ TOP CARE as an independent contractor to perform certain grounds keeping and grounds maintenance services and TOP CARE 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 hereby acknowledged, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of: (a) <sup>this</sup> Grounds Keeping <sup>Services</sup> Agreement and (b) Exhibit A the <sup>2018</sup> Grounds Contract Proposal together with any changes or modifications agreed to in writing after execution of this Agreement. The Contract Documents attached hereto constitute the entire agreement between the parties and supercede 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.** TOP CARE agrees to perform the services described in detail in Exhibit A, attached hereto and made a part hereof by reference, in accordance with quality standards of cleanliness and appearance. Under this Agreement, TOP CARE agrees to perform the following duties:

(a) TOP CARE will furnish, manage and direct all personnel in the performance of their respective duties required to efficiently accomplish said services. TOP CARE 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 TOP CARE employees.

(b) TOP CARE PARTICIPATES IN A FEDERAL WORK AUTHORIZATION PROGRAM WITH RESPECT TO ALL EMPLOYEES WORKING IN CONNECTION WITH THE CONTRACTED SERVICES ENTITLED THE EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM (E-VERIFY) WHICH ELECTRONICALLY CONFIRMS AN EMPLOYEE'S ELIGIBILITY TO WORK IN THE UNITED STATES IN CONJUNCTION WITH THE DEPARTMENT OF HOMELAND SECURITY AND THE SOCIAL SECURITY ADMINISTRATION.

(c) TOP CARE will provide the necessary supplies, materials and equipment for the proper performance of the services described in Exhibit A.

3. **TERM.** The initial term of this Agreement shall be for a period of one (1)<sup>?</sup> year(s) commencing the date upon which TOP CARE begins to perform such services. 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 TOP CARE for the performance of its services the sum of \$17205.00 per initial term, payable in monthly installments of \$ 1433.75 or per occurrence as outlined

✓ in Exhibit A. OWNER/AGENT agree to pay the invoices within fifteen (15) days of receipt thereof. OWNER/AGENT further agree to pay a service charge equal to 1.5% of all outstanding invoices which are more than 15 days past due. OWNER/AGENT also agrees that any compensation paid to TOP CARE by credit card will be charged a 3% convenience fee. It is also agreed that if at any time during the term of this Agreement the hourly wage rate set by the U.S. Department of Labor is raised, or any federal, state or local payroll or employee tax, levy or charge is increased, either of which events compels TOP CARE to increase the hourly wage rate for employees it is using in connection with this Agreement, or causes TOP CARE to remit greater taxes, levies or charges to the appropriate governing authority, then and in that event, OWNER/AGENT shall pay TOP CARE as additional compensation a sum equal to the amount of such wage and/or tax increase multiplied by the number of employees affected thereby beginning on the date such wage and/or tax increase shall become effective. Upon the occurrence of any event during the term hereof which was not anticipated in the ordinary course of business, that causes an increase in TOP CARE'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 TOP CARE's compensation withing 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 TOP CARE is requested by OWNER/AGENT to change the nature, frequency or timing of the services from that described in Exhibit A, or if the nature or performance of any of the services listed in Exhibit A become more time consuming or labor intensive, or requires more supplies, materials or equipment, than anticipated or expected at execution by virtue of any changes beyond TOP CARE's control, the parties agree to negotiate a reasonable compensation adjustment for TOP CARE's performance of such services within thirty (30) days of TOP CARE's notice to OWNER/AGENT of said change.

If you selected a monthly budget amount above please indicate below the months that you wish to be invoiced.

January \_\_\_\_\_ February \_\_\_\_\_ March \_\_\_\_\_ April \_\_\_\_\_  
May \_\_\_\_\_ June \_\_\_\_\_ July \_\_\_\_\_ August \_\_\_\_\_  
September \_\_\_\_\_ October \_\_\_\_\_ November \_\_\_\_\_ December \_\_\_\_\_

5. INSURANCE. TOP CARE 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. TOP CARE 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. TOP CARE further agrees to provide OWNER/AGENT with notice of any change in carrier and/or insurance coverages during the term of this Agreement.

#### 6. CONFORMANCE WITH LAW AND INDEMNIFICATION.

(a) OWNER/AGENT agrees to keep or cause to keep all of its facilities serviced by TOP CARE in conformity with all applicable federal, state or local laws, ordinances and regulations governing same, and agrees to indemnify and hold harmless TOP CARE from any costs, expenses, damages, loss or liability incurred by TOP CARE as a result of OWNER/AGENT failure to do so.

(b) OWNER/AGENT and TOP CARE recognize and understand that both parties' agents, servants and employees may be performing work at OWNER's facilities within the same proximity and time frame. Therefore, OWNER/AGENT and TOP CARE mutually agree to indemnify and hold harmless each other from and against claims, costs, damages, losses and expenses (including, but not limited to, reasonable attorneys fees, expert witness fees and court costs) for injury, death and/or property damage which results from the negligent act or omission of their respective agents, servants and employees during the course of the performance of their work and duties at the OWNER's facilities.

7. INDEPENDENT CONTRACTOR. OWNER/AGENT and TOP CARE acknowledge and agree that TOP CARE is providing its services hereunder as an independent contractor and not as an agent, partner, joint venturer 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. TOP CARE 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.

✓ 8. TERMINATION. If TOP CARE fails to perform the services in accordance with <sup>the Contract Documents</sup> this Agreement, OWNER/AGENT shall inform TOP CARE in writing setting forth the specific areas of non-performance. If TOP CARE fails to substantially correct such non-performance within thirty (30) working days from the receipt of said notice, or if TOP CARE 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 thirty (30) days written notice to TOP CARE. TOP CARE shall have the right to terminate this Agreement by giving thirty (30) days written notice to OWNER/AGENT. In addition, if TOP CARE does not receive when due any payment to which it is entitled hereunder, TOP CARE may, at its sole and complete option, immediately terminate this Agreement. The exercise of the right of cancellation reserved in this Paragraph 8 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. <sup>30 day mutual right of termination?</sup>

✓ 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. TOP CARE 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.

10. NOTICES. Any notice or communication required or permitted by this Agreement shall be given in writing and addressed as follows. If to OWNER/AGENT: EUCLID SOUTH CID 4512 MANCHESTER AVE SUITE 100 ST. LOUIS MO 63110. If to TOP CARE: MR. ROBERT KRUGER, 343 AXMINSTER DR., FENTON MO 63026.

Notice shall be served personally, or overnight express mail service, or first class mail, postage prepaid. If served personally notice shall be deemed delivered upon receipt. If mailed by overnight express mail service, notice shall be deemed delivered 24 hours after mailing. If mailed by first class mail, then notice shall be deemed delivered seventy-two (72) hours after mailing. Either party may give notification to the other party in any manner described above for change of address for the sending of.

11. Severability. If any portion of this Agreement shall be determined to be invalid or unenforceable, then such invalid or unenforceable part or parts shall be deemed to be held separate and severable, and the remaining provisions of this Agreement shall continue in full force and effect to the extent possible.

12. Waiver. No delay or omission on the part of any party in exercising any right or remedy shall operate as a

waiver of said right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or a waiver of any right or remedy on any future occasion. Every right and remedy of a party shall be cumulative and in addition to every other right and remedy expressed in this Agreement or allowed by law or equity, and may be exercised singularly or concurrently.

13. Owner/Agent. The party executing this Agreement on behalf of the OWNER/AGENT acknowledges that it has the express authority to bind the OWNER and AGENT to all of the terms and conditions of this Agreement.

14. Non-Disclosure of Information. Owner/Agent acknowledge that Top Care's pricing and business information with respect to the services rendered hereunder are confidential and agree not to disclose same without the prior written consent of Top Care. *except as such disclosure is required by law (e.g. sunshine law)*

15. Governing Law, Damages and Costs. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. In the event of a breach of this Agreement by OWNER/AGENT, TOP CARE shall be entitled to recover as damages the cost of equipment, labor, and supplies purchased to perform the services under this Agreement and its lost profit in addition to any other damages as provided by law and reasonable attorneys fees and cost related to enforcement of this Agreement.

16. Verification of billing address. Please indicate below the address to which all invoices and correspondence should be sent to:

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Name of contact / Property Manager \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

By *Matthew S Swanstrom*  
MATTHEW S SWANSTROM

By \_\_\_\_\_

Date June 06, 2018

Date \_\_\_\_\_

**TOP CARE**

**2018 GROUNDSKEEPING CONTRACT PROPOSAL**  
**EUCLID SOUTH CID**

Exhibit "A"  
May 30, 2018

TOP CARE, INC will provide all materials and labor for the tasks listed below. All grounds maintenance tasks will be performed on an as needed basis with the majority of work completed between April 1st and December 15th of each year by uniformed employees. "As Needed" is to be determined by Top Care, Inc. or standards set forth by this agreement. The amounts stated below include all routine costs associated with the tasks described. All lawn and tree spray applications will consist of quality products that are environmentally friendly. All products will be applied at the manufacturer's recommended rate by competent, trained personnel. Upon acceptance of this proposal, Top Care, Inc. will provide, if requested, a list of all materials used and appropriate material safety data sheets. Top Care, Inc. will not be responsible for any damages that may occur to any cable or electrical lines, ie. cable television or invisible dog fences, that are laying on top of the ground or buried less than 6 inches below ground level. Terms and descriptions in this contract proposal are good for 30 days past the above listed date.

**BED PREP. ANNUAL FLOWERS**

All flower bed areas will be prepared to the appropriate depth and soil amendments will be added prior to planting.

**ANNUAL FLOWER INSTALLATION**

Installation of annual flowers will commence after the threat of any late frost. Types of flowers planted shall be selected for normal site conditions. **Early signing of contract prior to December 15th will allow for customized flower selection and for your plants to be custom grown for this property.**

**ANNUAL FLOWER MAINTENANCE**

✓ All flower bed areas will be maintained with proper fertilization, and insect and disease control applications to provide an aesthetically pleasing flower display. Does not include watering of flowers.

**ANNUAL FLOWER REMOVAL**

Annual flowers will be removed at the end of the season or when the flowers decline.

**BULB INSTALLATION**

Installation of bulbs shall occur after the decline of annual or fall flowers. Planting usually occurs in November or December.

**BULB REMOVAL**

Bulbs will be removed after flowers have declined in the spring.

## **LITTER CONTROL**

Paper litter and trash will be removed from turf and landscape area's on a schedule determined by the number of occurrences selected. Items not considered as trash, excessive or large deposits of trash purposely dumped, i.e. Dumpster spillover, will be removed at additional cost.

## **WATERING**

Area's designated for watering will be watered using on site water sources unless bubble truck watering is required. All hoses and watering equipment will be provided unless otherwise stated.

**EUCLID SOUTH CID  
2018 CONTRACT SUMMARY**

<b>INCLUDED SERVICES</b>	<b>OCCURS</b>	<b>COST EACH</b>	<b>EXT COST</b>	<b>TOTAL COST</b>
BED PREP. ANNUAL FLOWERS	1	\$135.00	\$135.00	\$135.00
ANNUAL FLOWER INSTALLATION	1	\$1,266.00	\$1,266.00	\$1,266.00
ANNUAL FLOWER MAINTENANCE	28	\$48.00	\$1,344.00	\$1,344.00
ANNUAL FLOWER REMOVAL	1	\$85.00	\$85.00	\$85.00
BULB INSTALLATION	1	\$430.00	\$430.00	\$430.00
BULB REMOVAL	1	\$85.00	\$85.00	\$85.00
LITTER CONTROL	92	\$75.00	\$6,900.00	\$6,900.00
WATERING	48	\$145.00	\$6,960.00	\$6,960.00
<b>TOTAL:</b>			<b>\$17,205.00</b>	<b>\$17,205.00</b>

**BILLING SCHEDULE**

<b>MONTHLY BILLING SCHEDULE</b>	<b>SERVICE COST</b>	<b>TOTAL COST</b>
JULY 2018	\$1,433.75	\$1,433.75
AUGUST 2018	\$1,433.75	\$1,433.75
SEPTEMBER 2018	\$1,433.75	\$1,433.75
OCTOBER 2018	\$1,433.75	\$1,433.75
NOVEMBER 2018	\$1,433.75	\$1,433.75
DECEMBER 2018	\$1,433.75	\$1,433.75
JANUARY 2019	\$1,433.75	\$1,433.75
FEBRUARY 2019	\$1,433.75	\$1,433.75
MARCH 2019	\$1,433.75	\$1,433.75
APRIL 2019	\$1,433.75	\$1,433.75
MAY 2019	\$1,433.75	\$1,433.75
JUNE 2019	\$1,433.75	\$1,433.75
<b>TOTAL:</b>	<b>\$17,205.00</b>	<b>\$17,205.00</b>



**RESOLUTION: ESCID 2018-04**

**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 16<sup>th</sup> day of August 2018, the following resolution regarding the administration of the CID’s accounts at Reliance Bank was adopted.

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

\_\_\_\_\_, President \_\_\_\_\_, Treasurer  
\_\_\_\_\_, Secretary \_\_\_\_\_  
; 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 20<sup>th</sup> day of September, 2018.

**THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

## RESOLUTION ESCID 2018-05

### A RESOLUTION OF THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT ADOPTING THE ANNUAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2018

**WHEREAS**, the Euclid South Community Improvement District (the "District") is a community improvement district organized pursuant to Section 67.1471.4 of the Community Improvement District Act codified in the Revised Statutes of Missouri, Section Nine of Ordinance 69801 of the City of St. Louis (the "City") provides that: Within one hundred twenty (120) days after the end of each fiscal year, the Euclid South Community Improvement District (the "District") "shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors of the District during the fiscal year[;]" and the Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen; and

**WHEREAS**, Article IX of the Bylaws of the District provides, in part, that the Board of Directors of the District "shall prepare and file annual reports and budgets as required by the CID act or any other applicable law and shall provide for the annual independent audits of the accounts of the District";

BE IT RESOLVED that the attached annual report for the fiscal year ending June 30, 2018 was adopted and approved on this the 20<sup>th</sup> day of September 2018.

THE EUCLID SOUTH COMMUNITY IMPROVEMENT DISTRICT

---

Chairman

ATTEST:

---

Secretary

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

**Annual Report for the Fiscal Year ending June 30, 2018**

Contents

1. Annual Report - FY2018
2. Attachment A - Annual Financial Report - FY2018
3. Attachment B - Map of Euclid South Community Improvement District
4. Attachment C - Resolutions adopted in FY 2018
5. Attachment D – Annual Audit

## Annual Report for Fiscal Year 2018

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 17<sup>th</sup> 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 on July 24, 2014 (July Board of Directors Meeting). The current Officers were elected on July 24, 2014 (see Resolution 2014-01). Following are the current Officers and Directors of the Board:

<b>Name</b>	<b>Title</b>	<b>Term Expires</b>	<b>Board Qualification</b>	<b>Status</b>
Brian Phillips	Chairman	6/30/2018	Representative WU Medical Center	Owner & Operator
Shawn Milford		6/30/2020	Business Owner	Owner & Operator
Lucas Gamlin		6/30/2020	Business Owner	Owner
John McElwain		6/30/2018	Property Owner	Owner
Mark Rubin		7/15/2020	Property Owner	Owner
John Ly	Treasurer	6/30/2020	Business Owner	Representative
Open Seat		7/15/2018		

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 \$440,068 of Sales & Use Tax revenue during the 2017-2018 fiscal year.**

### ***Expenditures Made***

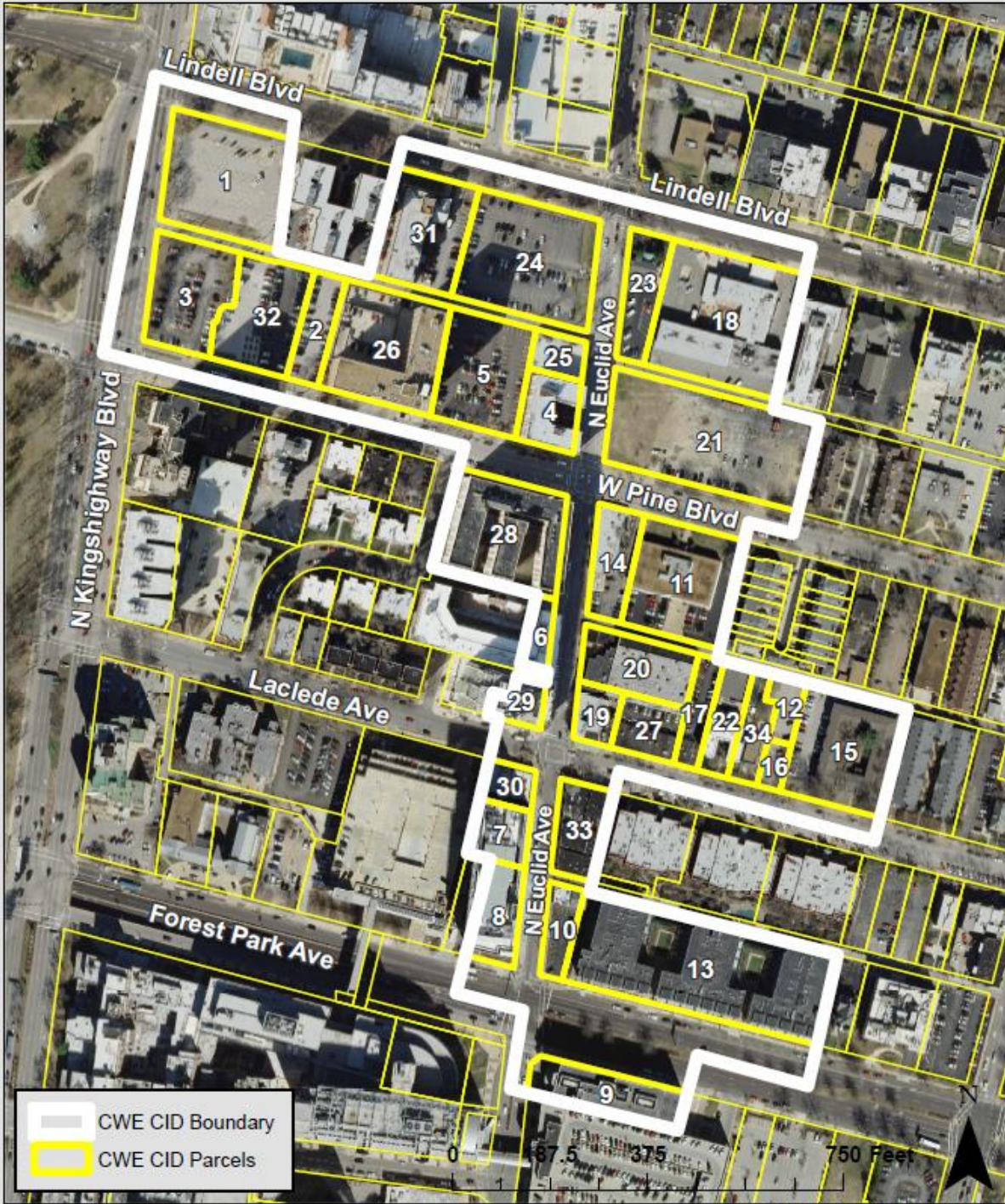
**The District expended a total of \$273,662 in Fiscal Year 2018** (see attachment D for more details). The expenditures were for the following services: Administrative, Marketing & Promotions, Public Area Maintenance & Landscaping, Infrastructure Improvements, Public Safety & Security.

### ***Services Provided***

The District funded a variety of services in Fiscal Year 2017-2018 including security patrols in the District, streetscape improvements, public area cleaning and maintenance, special events and advertising, and administrative services.

**Attachment B – Map of Euclid South Community Improvement District**

## Euclid South Community Improvement District Boundary



***Attachment C – Resolutions Adopted in FY 2018***

2018-01 (03/09/2018) Naming Administrator for Banking

2018-02 (05/17/2018) Adopting 2018-2019 Annual Budget

***Attachment D***

Annual audit for fiscal years 2015-2018 forthcoming (in progress by RSM)