



**EUCLID
SOUTH**
COMMUNITY IMPROVEMENT DISTRICT

Euclid South CID Board of Directors Meeting

TO BE HELD

October 18th, 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. Auditor
 - c. Marketing
 - i. Euclid North Marketing Coordination
 - d. Parking
 - e. Public Maintenance
 - f. Public Infrastructure
 - i. Streetscape/Street Furniture Plan
6. Other Business
 - a. Euclid Redevelopment Letter
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: 10-16-18

Euclid South CID Board of Directors Meeting Minutes
September 20, 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, John Ly

Committee members not in attendance: Lucas Gamlin

Others in attendance: Annette Pendilton, Ashley Johnson (Park Central Development Staff), Ron Coleman (City of St. Louis), Jim Whyte (Neighborhood Security Initiative).

- 1. Call to Order:** B. Phillips called the meeting to order at 1:30 p.m. And asked for motion to amend agenda to correct Item 6 (a) Nomination of Officers to Election of Officers and in the minutes Item (2) to show Approval of Previous Month Meeting Minutes. M. Rubin made the motion. J. McElwain second the motion. Motion passes 4-0-0
- 2. Approval of Previous Meeting Minutes**

J. McElwain made a motion to approve the August 16, 2018 meeting minutes. S. Milford seconded the motion. The motion passes 4-0-0.
- 3. Chairs Report & Announcement of the Order of Business - None**
- 4. Public Comments – None**
- 5. Project Reports**
 - a. Safety & Security:**

J. Whyte stated that total crime in August is up by 21.7% compared to August 2017. Person crime is up by four incidents and property crime is up by 11 incidents.

J. Whyte spoke about a robbery/kidnapping on Westminister. Within two days the suspect had committed a murder and NSI was able to supply pictures of the suspect to St. Louis County Police Department which helped in capturing him in Illinois.

Board members are concerned about the rise in crime in the area and is wondering what the St. Louis Police Department is doing about it. J. Whyte explained the St. Louis Police Department staff is down by 200 officers and they are having issues recruiting.
 - b. Finance:**

A. Pendilton gave the update on the financials and a budget analysis. M. Rubin motioned to approve financials. J. Ly seconded the motion. Motion passes 5-0-0.
 - c. Marketing:**

S. Milford gave an update on the Marketing Committees efforts. S. Milford reminded the Board of Euclid North upfront fee charge of \$20,000 and \$4,000 a month for marketing. S. Milford noted that Kate is still working on a budget breakdown for the upfront fee of \$20,000 along with a scope of work.

S. Milford also summarized how the Marketing Committee was organized in the past and noted that previous Committee members are still interested in participating with district events and marketing. However, S. Milford noted that the previous Committee setup does not work with

what with Marketing Committee current goal. B. Phillips mentioned using the previous Committee members as a way of getting feedback from the businesses.

d. Parking: None

e. Public Maintenance:

Attorney Will Zorn has looked over the Top Care contract with his suggestions. The board went over the suggestions and gave their input for A. Johnson to forward to Top Care for changes. Once changes have been made, the board will approve for signatures at the next board meeting.

f. Public Infrastructure:

M. Rubin noted that there was no new news regarding the infrastructure project. However, M. Rubin mentioned that it's imperative that we get qualified bids in advance and that there needs to be a survey before a schedule can be made.

6. Other Business

a. Election of Officers:

J. McElwain motioned to approve the slate of officers for Euclid South CID as Mark Rubin, Chairman; Lucas Gamilin, Treasurer; and Shawn Milford, Secretary. J. Ly second the motion. Motion passes 5-0-0

b. Resolutions:

Resolution 2018-05: J. Ly motioned to adopt Resolution 2018-05 a resolution approving the Euclid South CID Annual Budget for Fiscal Year 2017-2018. B Phillips second the motion. Motion passes 5-0-0.

Resolution 2018-04: B. Phillips motioned to adopt Resolution 2018-04 a resolution approving new signers for Euclid South CID bank account with Reliance Bank. S. Milford second the motion. Motion passes 5-0-0.

- A. Johnson mentioned that the membership dues for the Central West End Association is due and if the board would like to continue the membership. B. Phillips motioned to approve the membership with the Central West End Association. S. Milford second the motion. Motion passes 5-0-0.

There was discussion about the State Auditor's report on CID's and SBD's and its implications.

7. Adjournment

J. McElwain motioned to adjourn. Second by S. Milford. Meeting adjourned at 2:35 pm.

Euclid South Community Improvement District
Balance Sheet
As of September 30, 2018

	<u>Sep 30, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
10001A · Restricted for Streetscape Plan	36,400.00
10000 · Reliance Bank Checking #4652	334,076.28
10001 · Reliance Bank MM Acct #4660	96,949.73
Total Checking/Savings	<u>467,426.01</u>
Other Current Assets	
12000 · Sales & Use Tax Receivable	43,160.00
Total Other Current Assets	<u>43,160.00</u>
Total Current Assets	<u>510,586.01</u>
TOTAL ASSETS	<u><u>510,586.01</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	10,222.50
Total Accounts Payable	<u>10,222.50</u>
Other Current Liabilities	
20001 · Accounts Payable-Auudit	12,094.00
26000 · Accrued Expenses	16,250.00
Total Other Current Liabilities	<u>28,344.00</u>
Total Current Liabilities	<u>38,566.50</u>
Total Liabilities	38,566.50
Equity	
32000 · Net Assets	414,512.82
Net Income	57,506.69
Total Equity	<u>472,019.51</u>
TOTAL LIABILITIES & EQUITY	<u><u>510,586.01</u></u>

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

	<u>Jul - Sep 18</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense			
Income			
43200 · CID 1% Sales and Use Tax	130,056.64	135,000.00	540,000.00
46400 · Interest Income	92.02		
Total Income	<u>130,148.66</u>	<u>135,000.00</u>	<u>540,000.00</u>
Expense			
50000 · Administration			
50701 · Admin Services	13,750.00	13,750.00	55,000.00
50400 · Insurance - Property	0.00	473.72	1,895.00
50100 · Bank Charges/Fees	4.00		
50700 · Professional Services			
50703 · Audit, Legal	6,000.00	3,062.49	12,250.00
Total 50700 · Professional Services	<u>6,000.00</u>	<u>3,062.49</u>	<u>12,250.00</u>
Total 50000 · Administration	<u>19,754.00</u>	<u>17,286.21</u>	<u>69,145.00</u>
55000 · Marketing & Promotions			
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	1,249.97	5,000.00
55900 · Mkt & Promo-Reserve	0.00	5,799.99	23,200.00
55000 · Marketing & Promotions - Other	4,945.00	0.00	0.00
Total 55000 · Marketing & Promotions	<u>4,945.00</u>	<u>7,049.96</u>	<u>43,200.00</u>
60000 · Public Area Maint & Landscaping			
60700 · Cleaning & Maintenance	8,251.72	6,719.25	26,877.00
60900 · Mnt & Clean-Reserve	0.00	6,780.75	27,123.00
Total 60000 · Public Area Maint & Landscaping	<u>8,251.72</u>	<u>13,500.00</u>	<u>54,000.00</u>
65000 · Infrastructure			
65200 · Parking			
65250 · Car Share	1,500.00	1,500.00	6,000.00
Total 65200 · Parking	<u>1,500.00</u>	<u>1,500.00</u>	<u>6,000.00</u>
65110 · Streetscape Improvements	0.00	37,500.00	150,000.00
65900 · Infrastructure Reserve	0.00	2,850.00	11,400.00
Total 65000 · Infrastructure	<u>1,500.00</u>	<u>41,850.00</u>	<u>167,400.00</u>
70000 · Public Safety & Security			
70200 · CWE-NSI Board Seat	0.00	2,499.99	10,000.00
70300 · Patrols	38,191.25	27,648.75	110,595.00
70900 · Pub Safety/Security Reserve	0.00	17,101.22	68,405.00
Total 70000 · Public Safety & Security	<u>38,191.25</u>	<u>47,249.96</u>	<u>189,000.00</u>
Total Expense	<u>72,641.97</u>	<u>126,936.13</u>	<u>522,745.00</u>
Net Ordinary Income	<u>57,506.69</u>	<u>8,063.87</u>	<u>17,255.00</u>
Other Income/Expense			
Other Expense			
80000 · Reserve Fund	0.00	4,050.00	16,200.00
Total Other Expense	<u>0.00</u>	<u>4,050.00</u>	<u>16,200.00</u>
Net Other Income	<u>0.00</u>	<u>(4,050.00)</u>	<u>(16,200.00)</u>
Net Income	<u><u>57,506.69</u></u>	<u><u>4,013.87</u></u>	<u><u>1,055.00</u></u>

2018 - 2019 GROUNDSKEEPING CONTRACT PROPOSAL
EUCLID SOUTH CID

Exhibit "A"

August 28, 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.

WINTER TREE PRUNE

Trees up to 8" in diameter will be pruned once per season when dormant, (late fall & winter) to eliminate dead, damaged, or unproductive branches as required. Branches that obstruct walks or roadways, and sucker growth will be removed. Any trees requiring special equipment such as high-lift trucks or ladders are not covered in this proposal. Shearing or crown reduction of ornamental trees is not recommended or included. Tree pruning may occur in January or February of the following calendar year.

LITTER CONTROL

Litter control services for Euclid Corridor. Clean litter from street, gutter and sidewalk and empty Euclid trash cans three times weekly March - November and twice weekly December - February. 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.

HARD SURFACE SPRAY

Vegetation control of hard surface areas (parking lots, curb lines, etc.). If additional applications beyond those contracted are required they will be billed at the contract price.

FALL CLEAN UP

Clean up will consist of removal and/or mulching of accumulated leaves in landscape area's. When a large volume or extended duration of leaf drop is involved based on tree varieties (oaks) or weather, more than one occurrence may be necessary. If additional occurrences beyond contracted amount are required or clean up of debris other than leaves additional billing on a T & M basis will be required.

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. This service is for tree watering in gator bags along Euclid from Lindell to Forest Park and on the South side of Lindell in the 4900 block.. Approximately 10-15 recently planted trees with a caliper size of 2.5" and smaller.

**EUCLID SOUTH CID
2018 CONTRACT SUMMARY**

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
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
WINTER TREE PRUNE	1	\$228.00	\$228.00	\$228.00
LITTER CONTROL	128	\$75.00	\$9,600.00	\$9,600.00
HARD SURFACE SPRAY	8	\$65.00	\$520.00	\$520.00
FALL CLEAN UP	2	\$1,100.00	\$2,200.00	\$2,200.00
WATERING	48	\$95.00	\$4,560.00	\$4,560.00
TOTAL:			\$20,453.00	\$20,453.00

BILLING SCHEDULE

MONTHLY BILLING SCHEDULE	SERVICE COST	TOTAL COST
AUGUST 2018	\$1,859.36	\$1,859.36
SEPTEMBER 2018	\$1,859.36	\$1,859.36
OCTOBER 2018	\$1,859.36	\$1,859.36
NOVEMBER 2018	\$1,859.36	\$1,859.36
DECEMBER 2018	\$1,859.36	\$1,859.36
JANUARY 2019	\$1,859.36	\$1,859.36
FEBRUARY 2019	\$1,859.36	\$1,859.36
MARCH 2019	\$1,859.36	\$1,859.36
APRIL 2019	\$1,859.36	\$1,859.36
MAY 2019	\$1,859.36	\$1,859.36
JUNE 2019	\$1,859.40	\$1,859.40
TOTAL:	\$20,453.00	\$20,453.00

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) Grounds Keeping Services Agreement and (b) Exhibit A the 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 _____ 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 \$20453.00 per initial term, payable in monthly installments of \$_____ 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 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.

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

By _____

Date October 11, 2018

Date _____

TOP CARE

2019 CONTRACT SUMMARY

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
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
WINTER TREE PRUNE	1	\$228.00	\$228.00	\$228.00
LITTER CONTROL	140	\$75.00	\$10,500.00	\$10,500.00
HARD SURFACE SPRAY	8	\$65.00	\$520.00	\$520.00
FALL CLEAN UP	2	\$1,100.00	\$2,200.00	\$2,200.00
WATERING	48	\$95.00	\$4,560.00	\$4,560.00
TOTAL:			\$21,353.00	\$21,353.00

BILLING SCHEDULE

MONTHLY BILLING SCHEDULE	SERVICE COST	TOTAL COST
JULY 2019	\$1,779.42	\$1,779.42
AUGUST 2019	\$1,779.42	\$1,779.42
SEPTEMBER 2019	\$1,779.42	\$1,779.42
OCTOBER 2019	\$1,779.42	\$1,779.42
NOVEMBER 2019	\$1,779.42	\$1,779.42
DECEMBER 2019	\$1,779.42	\$1,779.42
JANUARY 2020	\$1,779.42	\$1,779.42
FEBRUARY 2020	\$1,779.42	\$1,779.42
MARCH 2020	\$1,779.42	\$1,779.42
APRIL 2020	\$1,779.42	\$1,779.42
MAY 2020	\$1,779.42	\$1,779.42
JUNE 2020	\$1,779.38	\$1,779.38
TOTAL:	\$21,353.00	\$21,353.00



OFFICE OF THE COMPTROLLER
CITY OF ST. LOUIS



DARLENE GREEN
Comptroller

212 City Hall
(314) 622-4389
FAX: (314) 622-4026

September 28, 2018

Abdul Abdullah
Executive Director
Park Central Development Corporation
4512 Manchester
St. Louis, MO 63103

Re: 32 North Euclid TIF Redevelopment Project

Dear Mr. Abdullah:

It is understood that your corporation manages the Euclid South Community Improvement District. The City of St. Louis passed Ordinance No. 70159, effective December 24, 2015. That ordinance created the 32 North Euclid Redevelopment Project and provided for tax increment financing within the 32 North Euclid Redevelopment Area, which area is bounded by West Pine on the North, North Euclid on the West, to an alley 213 feet South of West Pine on the South, and 100 feet to the East of North Euclid on the East, also known as 32 North Euclid.

It is understood that there are retail entities within the Redevelopment Area i.e. Shake Shack, Kaldis, and ZZA Pizza which may collect sales or use taxes remitted to the State of Missouri and then remitted to the Euclid South Community Improvement District. Under Section 99.845.2, fifty percent (50%) of those taxes over the base year of 2014 are required to be remitted to the Comptroller for the benefit of this TIF.

Please use the attached form to report the CID revenue and mail, along with payment, to the address provided on the form. If you prefer to wire the payment, please contact Lisa Harmon, TIF Manager, at (314) 657-3408 or HarmonL@stlouis-mo.gov for wiring instructions and any other questions you may have.

Thank you for your assistance with this matter.

Sincerely,

Bev Fitzsimmons
Deputy Comptroller

cc: Lisa Harmon

Attachment

DATE: 10/1/18
PROJECT: _____
QB ACCT: _____
APPROVED: _____
ACTION DATE: _____
HAND DELIVERED MAILED USPS PICKED UP
OTHER: _____



**City of St. Louis
Comptroller's Office**

1200 Market St. Room 311
St. Louis, MO 63103
314-657-3408/314-589-6035
314-552-7670 Fax

The _____ Community Improvement District has received sales taxes in accordance with ordinance _____ as reported below in the month of _____.

CID sales tax received
From the State \$ _____ (a)

50% of CID sales tax due to
TIF Special Allocation Fund \$ _____ (b)

Balance of CID sales tax received
(a-b) \$ _____ (c)

Less cost of collection \$ _____ (d)

CID sales tax pledged
for Debt Service(c-d) \$ _____ (e)

Total wire (b+e) \$ _____

Prepared by: _____

Phone No.: _____

Date: _____