



EUCLID SOUTH

COMMUNITY IMPROVEMENT DISTRICT

Euclid South CID Board of Directors Meeting

TO BE HELD

June 21, 2018- 2:00pm

at 4512 Manchester Avenue, #100

St. Louis, MO 63110

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on June 21, 2018 at 2:00pm 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 May 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
 - c. Marketing
 - i. CWE North CID Marketing Efforts
 - ii. PCDC Marketing and Special Events Contract
 - d. Parking
 - e. Public Maintenance
 - i. Independence Center Community Workers
 - ii. Top Care Service overlap between ESCID & South SBD
 - iii. Top Care Contract
 - f. Public Infrastructure
 - i. Review Street Furniture Proposals
6. Other Business
 - a. Open Board Seat-Property Owner
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: 6-19-18

Euclid South CID Board of Directors Meeting Minutes
May 17, 2018 at 2:00 p.m.
At 4512 Manchester Avenue, St. Louis, MO 63110

Committee members in attendance: Shawn Milford, John Ly, Mark Rubin, John McElwain, Lucas Gamlin

Committee members not in attendance: Brian Philips

Others in attendance: Sara Feagans, Annette Pendilton, Abdul Abdullah (Park Central Development Staff), Rob Betts (The City's Finest) , Attorney Will Zorn, Maggy Malcolm

1. Call to Order: J. Ly called the meeting to order at 2:00 p.m.

2. Approval of Previous Meeting Minutes

S. Milford made a motion to approve the March 15, 2018 meeting minutes. L. Gamlin seconded the motion. The motion passes 4-0-1 abstained by John McElwain.

3. Chairs Report & Announcement of the Order of Business - None

4. Public Comments – Will Zorn introduced himself as the new attorney for the Euclid South Community Improvement District.

5. Project Reports

a. Safety & Security:

S. Feagans gave the update for Neighborhood Security Initiatives, crime is up a total of 2%. Total persons crime is up by 144% and property crime is down by 7%.

S. Feagans explained Board Bill 66 which J. Whyte stated previously in another CID/SBD meeting that there are Aldermen wanting to push Board Bill 66. This bill is to regulate surveillance technology to be used by the Police Department. J. Whyte says their legal team doesn't think that it will affect taxing districts. It is being thought that the Bill will certainly stop cooperative agreements with the St. Louis Metropolitan Police Department.

R. Betts wanted to express that the guides are an important asset to the CID. The CID is wanting to budget 70% off duty officers and 30% guides because of the cut back of security from Central West End South budget. He stated that guides are fine in the south CID and is less costly than off duty police officers. R. Betts stated that he makes sure that the CID is covered.

The board is thinking that if they have off duty officers, they would be able to enforce the law on panhandlers or other incidents but R. Betts stated that they would have to call 911 to the police and the response time would be the same.

The board had a discussion on guides vs. off duty police officers as well making sure that people visiting the CID felt secure. R. Betts suggested to add an off duty officer on foot patrol and more guide patrols during lunch and evenings. The board feels that guides walk through the CID but are not recognized as security. There needs to something visible to help deter incidents. They

suggested to change their name from “guides” to “CID Patrol” and to have this printed on their uniforms.

b. Finance:

S. Feagans presented sales tax collections year-to-date. A. Pendilton presented financials showing that as of April 2018 total in checking and savings account is \$356,867. Total revenue received is 376,583 and total expenses are \$259,723, leaving a net income of \$116,859.

S. Feagans gave an update on the audit. That they are still needing a few items that Annette and I are trying to give them. Hopefully to finish soon.

S. Feagans presented the proposed budget for 2018-2019 budget for them to look over and if they have any questions.

During the review of the budget, M. Rubin asked what is Top Care doing and are they doing a good job for the CID. S. Feagans stated that they annually prep flower beds, plant, and water flowers and litter control. Katsum is also part of the expenses to the CID, clean the streets weekly.

J. McElwain feels that Top Care is probably overlapping services with Euclid South CID and CWES SBD. He requested that PCDC staff examine the services being provided for the CID and South SBD to determine how best to collaborate services between both special taxing districts.

L. Gamlin suggested the group, call Independence Center, they pick up trash every day for the North CID and might be very reasonable.

M. Rubin suggested that the CID should probably put out a RFP for street cleaning.

Resolution – 2018-02 – A Resolution to approve 2018-2019 budget.

M. Rubin made a motion to approve Resolution 2018-02. L. Gamlin seconded the motion. Motion passes 5-0-0.

d. Marketing:

S. Feagans had a meeting with Kate from the North Euclid CID about joining Euclid North and South with their social media. They are open to do this with the Euclid South CID. Wanting to see if this is something the CID is wanting to pursue. S. Feagan will let them know

S. Feagans announced the marketing is having an event on June 16. It will be a block party with the street blocked off. People will get a passport and visit the businesses to get it stamped and possibly win a prize. The businesses will not be out of any money, only to donate gift cards.

Board members feel that they should meet monthly to be able to handle the business of the CID. They agreed with the third Thursday but changing the time to 1:00 or 1:30.

e. Parking:

Nothing to report.

e. Public Maintenance:

Nothing to report.

f. Public Infrastructure:

g. Administrator's Report:

6. Other Business

a. PCDC Contract-Expiring

J. McElwain feels that the CID is not getting the services they are paying. it's a conflict of interest of doing a no bid contract. The discussion is to have some of the fees to be pay as you go. Have a meeting with PCDC marketing personnel to discuss their plan for the CID.

M. Rubin motioned to approve a base scope of \$30,000 for marketing fees. Seconded by J. McElwain. Motion passes 5-0-0.

The lawyer was asked to review the upcoming 2018-2019 contract for the Euclid South Before it is approved by the board and signed.

7. Adjournment

The meeting was adjourned at 3:39 p.m.

Euclid South Community Improvement District

Balance Sheet

As of May 31, 2018

	<u>May 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · Reliance Bank Checking #4652	249,322.11
10001 · Reliance Bank MM Acct #4660	<u>133,215.37</u>
Total Checking/Savings	<u>382,537.48</u>
Total Current Assets	<u>382,537.48</u>
TOTAL ASSETS	<u>382,537.48</u>
LIABILITIES & EQUITY	
Equity	
32000 · Net Assets	232,660.46
Net Income	<u>149,877.02</u>
Total Equity	<u>382,537.48</u>
TOTAL LIABILITIES & EQUITY	<u>382,537.48</u>

Euclid South Community Improvement District
Profit & Loss Budget Performance
 July 2017 through May 2018

	<u>Jul '17 - May 18</u>	<u>YTD Budget</u>
Ordinary Income/Expense		
Income		
43200 · CID 1% Sales and Use Tax	411,353.16	341,000.00
46400 · Interest Income	488.09	
Total Income	<u>411,841.25</u>	<u>341,000.00</u>
Gross Profit	411,841.25	341,000.00
Expense		
50000 · Administration		
50400 · Insurance - Property	501.00	
50100 · Bank Charges/Fees	22.00	0.00
50300 · Insurance-D&O; Gen Liability	1,394.00	
50500 · MO DoR Tax Data	70.00	
50700 · Professional Services		
50701 · Admin Services	55,000.00	64,790.00
50703 · Audit, Legal	21,030.88	0.00
Total 50700 · Professional Services	<u>76,030.88</u>	<u>64,790.00</u>
Total 50000 · Administration	<u>78,017.88</u>	<u>64,790.00</u>
55000 · Marketing & Promotions		
55800 · Holiday Decorations	1,773.62	
55200 · Name, Logo, Brand, Sign	6,850.00	0.00
55300 · Professional Services	300.00	
55500 · Special Events	3,920.28	0.00
55700 · Web, Social Media	20.00	0.00
55000 · Marketing & Promotions - Other	4,800.39	23,870.00
Total 55000 · Marketing & Promotions	<u>17,664.29</u>	<u>23,870.00</u>
60000 · Public Area Maint & Landscaping		
60700 · Cleaning & Maintenance	24,948.50	0.00
60000 · Public Area Maint & Landscaping - Other	0.00	34,100.00
Total 60000 · Public Area Maint & Landscaping	<u>24,948.50</u>	<u>34,100.00</u>
65000 · Infrastructure		
65200 · Parking		
65250 · Car Share	6,500.00	
Total 65200 · Parking	<u>6,500.00</u>	<u>0.00</u>
65110 · Streetscape Improvements		
65111 · 2015 Euclid, FP to Laclede		
65111b · Construct & Materials	10,000.00	
Total 65111 · 2015 Euclid, FP to Laclede	<u>10,000.00</u>	
Total 65110 · Streetscape Improvements	<u>10,000.00</u>	
65900 · Infrastructure Reserve	0.00	10,230.00
65000 · Infrastructure - Other	19,575.00	105,710.00
Total 65000 · Infrastructure	<u>36,075.00</u>	<u>115,940.00</u>
70000 · Public Safety & Security		
70100 · Camera System	25,249.81	
70200 · CWE-NSI Board Seat	10,000.00	

Euclid South Community Improvement District
Profit & Loss Budget Performance
 July 2017 through May 2018

	<u>Jul '17 - May 18</u>	<u>YTD Budget</u>
70300 - Patrols	70,008.75	0.00
70000 - Public Safety & Security - Other	0.00	102,300.00
Total 70000 - Public Safety & Security	<u>105,258.56</u>	<u>102,300.00</u>
Total Expense	<u>261,964.23</u>	<u>341,000.00</u>
Net Ordinary Income	<u>149,877.02</u>	<u>0.00</u>
Net Income	<u><u>149,877.02</u></u>	<u><u>0.00</u></u>

Euclid South Community Improvement District
Profit & Loss Budget Performance
 July 2017 through May 2018

	Annual Budget
Ordinary Income/Expense	
Income	
43200 · CID 1% Sales and Use Tax	372,000.00
46400 · Interest Income	
Total Income	372,000.00
Gross Profit	372,000.00
Expense	
50000 · Administration	
50400 · Insurance - Property	
50100 · Bank Charges/Fees	0.00
50300 · Insurance-D&O; Gen Liability	
50500 · MO DoR Tax Data	
50700 · Professional Services	
50701 · Admin Services	70,680.00
50703 · Audit, Legal	0.00
Total 50700 · Professional Services	70,680.00
Total 50000 · Administration	70,680.00
55000 · Marketing & Promotions	
55800 · Holiday Decorations	
55200 · Name, Logo, Brand, Sign	0.00
55300 · Professional Services	
55500 · Special Events	0.00
55700 · Web, Social Media	0.00
55000 · Marketing & Promotions - Other	26,040.00
Total 55000 · Marketing & Promotions	26,040.00
60000 · Public Area Maint & Landscaping	
60700 · Cleaning & Maintenance	0.00
60000 · Public Area Maint & Landscaping - Other	37,200.00
Total 60000 · Public Area Maint & Landscaping	37,200.00
65000 · Infrastructure	
65200 · Parking	
65250 · Car Share	
Total 65200 · Parking	0.00
65110 · Streetscape Improvements	
65111 · 2015 Euclid, FP to Laclede	
65111b · Construct & Materials	
Total 65111 · 2015 Euclid, FP to Laclede	
Total 65110 · Streetscape Improvements	
65900 · Infrastructure Reserve	11,160.00
65000 · Infrastructure - Other	115,320.00
Total 65000 · Infrastructure	126,480.00
70000 · Public Safety & Security	
70100 · Camera System	
70200 · CWE-NSI Board Seat	

Euclid South Community Improvement District
Profit & Loss Budget Performance
July 2017 through May 2018

	<u>Annual Budget</u>
70300 - Patrols	0.00
70000 - Public Safety & Security - Other	111,600.00
Total 70000 - Public Safety & Security	<u>111,600.00</u>
Total Expense	<u>372,000.00</u>
Net Ordinary Income	0.00
Net Income	<u><u>0.00</u></u>

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "**Agreement**") is made and entered into this ____ day of _____, 2018 by and between _____, a Euclid South Community Improvement District, a Missouri political subdivision (hereinafter "**Client**") and **PARK CENTRAL DEVELOPMENT CORPORATION**, a Missouri non-profit corporation (hereinafter "**Independent Contractor**").

RECITALS:

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

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

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

AGREEMENT:

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

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

2. Term. Subject to Section 10 hereof, the term of this Agreement shall commence on July 1, 2017 and shall end on or before June 30, 2018 (the "**Term**"), except in respect of Sections 8 and 12 hereof which shall continue in effect thereafter in accordance with their terms.

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

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

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

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

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

5. Compensation. Client shall pay to Independent Contractor the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for the performance of the Services. Upon the termination of this Agreement, Client shall pay to Independent Contractor all compensation earned by Independent Contractor pursuant to the terms hereof prior to such termination and direct expenses accrued before the date of termination. Independent Contractor shall provide a monthly invoice to Client by the tenth day of each month in the amount of Two Thousand Eight Three and 33/100 Dollars (\$2,083.33) due and payable by the twentieth day of each month.

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

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

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

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

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

Agreement and fails to cure that breach within thirty (30) days after its receipt of written notice identifying the breach.

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

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

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

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

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

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

12. Indemnification. Client shall indemnify and hold harmless Independent Contractor, and Independent Contractor's officers, directors, shareholders, partners, joint ventures, employees, agents, staff, affiliates, successors and assigns from and against all claims, damages, liabilities, demands, actions, losses, fines and penalties, and expenses, including but not limited to attorneys' fees and costs and expenses, arising out of or resulting from any and all third party subpoenas served on Independent

Contractor, or other discovery requests directed to Independent Contractor, relating to documents, testimony or other information in Independent Contractor's possession or control as a result of the Services performed by Independent Contractor under this Agreement, or arising from or resulting from the performance of the Services, or breach of this Agreement by Client. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Section 12 in addition to all rights and remedies available at law or in equity. This indemnification shall survive the termination of this Agreement.

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

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

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

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

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

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

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

[Signature Page Follows]

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

CLIENT:

PARK CENTRAL:

**EUCLID SOUTH COMMUNITY
IMPROVEMENT DISTRICT**

**PARK CENTRAL DEVELOPMENT
CORPORATION**

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT A

Work plan attached on following pages



Work Plan

Contract Start Date: 07/01/2018

Contract End Date: 06/30/2019

Contract Purpose

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

Scope of Work

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

1. Marketing (\$10,000)

- a. Manage the process to select a design and platform refresh for marketing efforts and incorporate it into the District website, marketing, and communication efforts
- b. Facilitate the day to day operation and administration of website maintenance and informational updates
- c. Coordinate the implementation efforts of all marketing contractors and subsequent maintenance as appropriated
- c. Update website listings as businesses open/close
- d. Manage organization’s social media accounts including Facebook, Twitter and Instagram to increase exposure of the district and its businesses to the public and targeted audiences,
- e. Issue press releases about substantial District initiatives and achievements, as needed
- f. Post items to the organization’s social media accounts weekly
- g. Coordinate joint marketing efforts as directed by the Board with the Euclid North CID

2. Development and administration of Special Events (\$15,000)

- a. Coordinate, plan and execute all aspects of one District-wide event
- b. Develop and facilitate an event approval process for the Euclid South CID for all internal and external special events within the district
- b. Collaborate with the Euclid North CID on the annual Window Walk
- c. Collaborate with the Euclid North CID on the annual 4th of July flag decoration project
- d. Coordinate with the Euclid North CID for board approved joint special events

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**

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
LITTER CONTROL	92	\$75.00	\$6,900.00	\$6,900.00
WATERING	48	\$145.00	\$6,960.00	\$6,960.00
TOTAL:			\$17,205.00	\$17,205.00

BILLING SCHEDULE

MONTHLY BILLING SCHEDULE	SERVICE COST	TOTAL COST
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
TOTAL:	\$17,205.00	\$17,205.00

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 \$17205.00 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.

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 _____
June 06, 2018

Date _____

TOP CARE

MEMORANDUM

To: Euclid South CID Board; Park Central Development

From: Will Zorn

Date: June 7, 2018

Re: Draft Contracts with Park Central Development

You requested I review the proposed Agreement For Services with Work Plans provided to the CID Board by Park Central. A version of each was circulated in January 2018 and discussed at the May Board meeting, and another in May 2018 after the last Board meeting. Copies of my handwritten notes on each of the two contracts are sent herewith, for reference. (Note: somewhat confusingly, the January version has a footer that ends in “2” and the subsequent May version ends in “1”)

Summary of Changes between January and May Agreements with Work Plans

Compensation (page 2, paragraph 5) – changed from \$55,000 to \$30,000

Limitation of Liability (page 2, paragraph 8) – added limitation of liability to amount of contract

Indemnification (page 3, paragraph 12) – removed exception for PCD negligence
(page 4) – removed reciprocal indemnity clause in favor of CID

Committee Meetings (Work Plan, paragraph 2 a) – changed from 12 per year to 6

Reports (Work Plan, paragraph 5) – changed from 12 per year to 6

Legal Representation (Work Plan, paragraph 7 b) – removed RFP process to find legal representation (since already completed)

Marketing Committee (Work Plan, paragraph 8) – removed Marketing Committee

District Branding (Work Plan, paragraph 9) – removed District Branding

Special Events (Work Plan, paragraph 9) – removed Special Events

Safety & Security (Work Plan, paragraph 9) – removed NSI Board representation and NSI meeting attendance; reduced lighting surveys from 2 to 1 per year

Public Services (Work Plan, paragraph 9 e) – reduced graffiti survey from 2 to 1 per year

Additional Observations

Termination (page 2-3, paragraph 10) – indicates PCD can terminate for any reason on 5 days' notice but that CID Board may terminate for breach by PCD only after 30 day cure period and failure to cure

Notices (page 3, paragraph 11) – Need to add contact person for CID Board; and Zorn contact information

Meetings (Work Plan paragraph 1 a) – change to 12 meetings per year from 6 per discussion at May meeting to have monthly meetings?

Minutes (Work Plan, paragraph 6 a) – indicates “share” minutes, who prepares the minutes?

Sunshine Law Requests (Work Plan, paragraph 6 f) – last line cut off. Add “at a rate to cover the cost of paper and ink as allowed by law” (Note: Fees may not exceed 10 cents per page for paper copies 9 by 14 or smaller, plus an hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body per Sunshine Law)