

Grove CID Public Services Committee <u>TO BE HELD</u> Tuesday, April 26, 2022 @ 3:00PM Via Zoom Conference Call Due to COVID-19

Please Note: Due to <u>COVID-19</u>, the Grove CID Public Services Committee meeting will be held via Zoom Conference. Please sign in at <u>https://us06web.zoom.us/j/83527540877?from=addon</u> (Meeting ID: 835 2754 0877) or call by phone at 312-626-6799.

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on April 26, 2022, at 3:00PM via Zoom, the Grove Community Improvement District (the "District") will hold a **Public Services Committee** 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 Meeting Minutes
- 3. Contracts Renewal
 - a. ATMB
 - b. Drury Services
 - c. Zimmerman Electric
- 4. Street Furniture Analysis
 - a. Planter
 - b. Trash
- 5. Holiday Décor
 - a. Snow Removal
- 6. Other Business
- 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.

• The Grove Community Improvement District •

4512 Manchester, Suite #100 Saint Louis, MO 63110 (314) 535-5311

www.thegrovestl.com



Grove CID Public Services Committee February 9th, 2022 at 1:00 PM **At 4512 Manchester, St. Louis, MO 63110**

Committee Members in Attendance: Guy Slay, Lana Coleman, Kelly Kenter, Shelly Satke

Board members not in Attendance: Tatyana Telnikova, Don Bellon,

Others in attendance: Ashley Johnson (Park Central Development)

- 1. Call to order
 - a. G. Slay called the meeting to order at 1:08 PM.
- **2. Previous Meeting Minutes**: K. Kenter motioned to approve the September 2nd meeting minutes. S. Satke seconded the motion. All in favor—motion passes.
- **3. Landscaping Contract**: Committee discussed current terms of the expiring landscape contract and all the other public service contracts. A. Johnson will present the contract renewals at the next committee meeting for review.
- **4. Street Furniture Analysis:** The Committee reviewed the street furniture condition assessment, particularly highlighting the deteriorating condition the planters and trash cans. The Committee discussed replacement and rehabbing options. S. Satke volunteered to reach out to a local contractor.
- 5. Other Business: G. Slay asked A. Johnson to add holiday décor to the next agenda.
- **6. Adjournment:** K. Kenter motioned to adjourn; S. Satke seconded. All in favor motion passes. Meeting adjourned at 1:31 PM.

• The Grove Community Improvement District •

4512 Manchester Avenue, 1st Floor: Saint Louis, MO 63110: (314) 535-5311

Anthony Trotter Building Maintenance - Street Cleaning & Maintenance Services

	July 1, 2022		Schedule of Services			
Term	to June 30,		Service	Occurrence	Months	Cost
	2024.	STREET CLEANING	Mon., Wed. & Fri.	July-June	\$23,400.00	
Fee: \$47,000 Consolidated weekday and weekend fees. *Contract schedule being updated.		SUMMER STREET CLEANING	Wed.	April-Sept.	\$2,600.00	
			PARKING LOT CLEANING	2X Week	July-June	\$7,800.00
			TRASH REMOVAL	Mon. & Fri.	July-June	\$7,800.00
		WEED ABATEMENT	As Needed	April-Sept.	\$3,000.00	
			WATERING	2X Week	June-August	\$2,400.00
	J. J		*		ANNUAL TOTAL	\$47,000.00

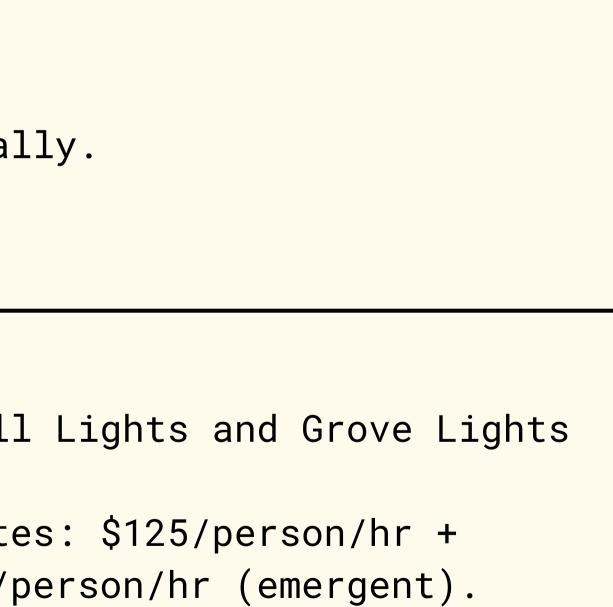
Drury - Landscaping

Term	July 1, 2022 to July 1, 2023.
Fee: \$47,000	Planters planted with annuals \$13 Mulched trees (20 yards @\$75/yard Landscape maintenance (2 visits)

375 d) \$1500 \$3550 total

Zimmerman- Electic

Term	Not specified, but reviewed annua
Fee: \$4,830	A \$630 increase. Two yearly inspections of the Bal (2). Repairs made at the following rate material (non-emergent) and \$250/



SERVICES AGREEMENT

This Services Agreement (this "Agreement") is dated as of April 20, 2022 between **The Grove Community Improvement District**, a community improvement district and political subdivision of the State of Missouri (the "CID"), and **Anthony Trotter Building Maintenance (ATBM)**, a limited liability corporation ("Service Provider").

WHEREAS, subject to the terms and conditions of this Agreement, the CID desires to retain Service Provider to provide certain services to the CID, as hereinafter further described, and Service Provider desires to provide certain services to the CID on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. <u>Services</u>. Beginning on the date of this Agreement, the Service Provider shall provide or cause to be provided to the CID the following services: **Street Cleaning and Maintenance Services**, all of which are more particularly described on the attached Exhibit A, which is attached hereto and made a part hereof (the "Services"). Service Provider shall provide such Services in accordance with the terns of this Agreement and in accordance with the attached Exhibit A.

2. <u>Fee</u>. The CID shall pay to the Service Provider a fee in the amount of **\$47,000** (the "Fee"). The payment of the Fee shall be made in accordance with written invoices submitted by Service Provider detailing the work performed, the person or persons performing the work, the detailed fee and costs thereof, and otherwise in accordance with the terms attached hereto as Exhibit A. Notwithstanding anything to the contrary contained herein, the Service Provider shall submit no more than one invoice per month. The CID shall remit payment to the Service Provider within thirty (30) days after receipt of the written invoice.

3. <u>Term</u>. The initial term of this Agreement shall be for a period from July 1, 2022 to June 30, 2024. Either party hereto may terminate this Agreement upon thirty (60) days prior written notice to the other party hereto; provided that, a party may terminate this Agreement effective immediately if the other party has materially breached its obligation under this Agreement. Sections 4 of this Agreement shall survive the termination of this Agreement.

4. <u>Indemnification</u>. The Service Provider will indemnify, defend, and hold harmless the CID and its directors, employees, agents, representatives and affiliates (each being an "Indemnified Party") from and against any and all losses, claims, damages and liabilities to which such Indemnified Party may become subject under any applicable federal or state law, any claim made by any third party or otherwise, relating to or arising our of the engagement of Service Provider, pursuant to, and the performance by Service

Provider of the services contemplated by, this Agreement, and the will reimburse any Indemnified Party for all reasonable costs and expenses (including attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party hereto.

5. <u>Insurance</u>. Service Provider will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- a. Employer's Liability. Employer's liability insurance with a limit of not less than \$1,000,000;
- b. Automobile. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicle owned, leased or rented by the Service Provider; and
- c. General Liability. Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a \$1,000,000 combined single limit per occurrence.

The Service Provider shall furnish the CID with certificates evidencing such insurance coverage, listing the CID as an additional insured and providing a waiver of subrogation. Service Provider shall require that any of its agents, representing consultants, or any party engaged by Service Provider in connection with this Agreement maintain insurance policies consistent with the terms set forth in this Agreement. The insurance policies set forth in this Section 5 shall not be cancelled or expire without at least sixty (60) days written notice to the CID.

6. <u>Independent Contractor</u> Status. Service Provider shall be deemed to be an independent contractor and shall have no authority to act for, bind or represent the CID.

7. <u>Binding Effect: Assignability</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement may not be transferred or assigned by the Service Provider without the prior written consent of the CID.

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes any earlier agreement with respect to the subject matter hereof. This Agreement may be amended or modified, or any provisions hereof may be waived, provided that such amendment or waiver is set forth in a writing executed by the parties. The CID shall not be bound by any statement, agreements or representations not specifically set forth herein, unless the same be reduced to writing and signed by the CID and the Service Provider.

9. <u>Additional Services</u>. Cleanup of additional debris from car break-ins, acts of vandalism, auto accidents and/or special events which require additional manpower hours to clean up will incur additional charge according to amount of work performed. Pictures will be provided.

Exhibit A

Proposal

Cost of Services (per occurrence)

\$150 STREET CLEANING: Remove litter along Manchester and side streets up

to the alley

\$100 SUMMER STREET CLEANING: Remove litter along Manchester and side

streets up to alley

\$75 TRASH REMOVAL: Remove and dispose of trash from cans along

Manchester and replace with new bags as needed

\$500 WEED ABATEMENT: Will spray for weeds in attempt to control weeds

Schedule of Services

Service	Occurrence	Months	Cost
STREET CLEANING	Mon., Wed. & Fri.	July-June	\$23,400.00
SUMMER STREET CLEANING	Wed.	April-Sept.	\$2,600.00
PARKING LOT CLEANING	2X Week	July-June	\$7,800.00
TRASH REMOVAL	Mon. & Fri.	July-June	\$7,800.00
WEED ABATEMENT	As Needed	April-Sept.	\$3,000.00
WATERING	2X Week	June-August	\$2,400.00

ANNUAL	\$47,000.00
TOTAL	

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date set forth above.

THE GROVE COMMUNITY IMPROVEMENT DISTRICT

Ву:_____

Name: _____

Title: _____

Anthony Trotter Building Maintenance (ATBM)

By: _____

Name: <u>Anthony Trotter</u>

....

Title: <u>Owner</u>

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of July 01, 2022, by and between Drury Services. LLC of 4512 Manchester, Suite 100, St. Louis, Missouri 63110 (the "Recipient"), and Drury Services, LLC of 4393 Austin Pass Drive, St. Charles, Missouri 63304 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on July 01, 2022, Drury Services, LLC will provide to Drury Services, LLC the following services (collectively, the "Services"):

Planter planted with Annuals: \$1375 Mulch in dyed brown or black forest color: (20 yards @ \$75/yard) - \$1500.00 Landscape Maintenance - two visits @\$1775/visit, \$3550

2. PAYMENT. Drury Services, LLC agrees to pay Drury Services, LLC as follows:

Payment due within ten days after service is completed.

In addition to any other right or remedy provided by law, if Drury Services, LLC fails to pay for the Services when due, Drury Services, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically on 07-01-2023.

4. WARRANTY. Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

5. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. ATTORNEYS' FEES AND COLLECTION COSTS. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 45 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds

that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Missouri.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

18. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient: Drury Services, LLC

By: _

The Grove Community Improvement District

Date: _____

Service Provider: Drury Services, LLC

By: <u>ElizalicthSDan</u> Date: <u>4/19/22</u> Member, DrungServices, UC

Zimmerman Electric (J. Zimmerman LLC)

8301 Crest Industrial Drive • Affton, MO 63123 • 314-351-2221

Lighting Maintenance Agreement

Service Agreement is as follows:

- 1.) Zimmerman Electric will come to "The Grove" located at 4512 Manchester Ave St. Louis, MO 63110 two (2) times per calendar year, on a mutually agreed upon date and time in order to evaluate the lighting. This includes the Ball Lights that stretch across Manchester and the two (2) Grove Lights. The total cost for the two (2) inspections will be \$4,830.00.
- 2.) During inspections one lane of traffic will need to be closed for Zimmerman Electric's Bucket Truck.

Any repairs needed to be made by Zimmerman Electric will be completed at the time of inspection, given they are minor at the following rates:

- Normal Business Hours/Non-Emergency: \$125.00 per person per hour + Material.
- After Hours and/or Emergency: \$250.00 per person per hour + Material.

The above Agreement, made and entered into this _____ day of _____ 2022, by and between J. Zimmerman LLC DBA Zimmerman Electric and The Park Central Development aka The Grove whose address is _____

The above prices, specifications and conditions are satisfactory and hereby accepted.

Zimmerman Electric:

The Grove:

Date:

Joseph Zimmerman President Date:

Authorized Signature Title:

Trashcans & Planters









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	Graffiti Remover 2 Quart
	Combo TRIAL Pack -
	Limit 1 Per Customer 32 oz. of each - Taginator and Tagaway - Limit 1 Per
	Customer
	Our Price: \$32.00
Graffiti Removers - Limit 1 Per Customer	Product Code: CPCP-2045-4705 Qty: 1 Add To Cart
	Add To Wishlist
Description Extended Informat	tion

0.0 ***** No rating available Are you needing a graffiti remover to test for your graffiti vandalism or clean up project? Not sure which of our graffiti removers are the right fit for your needs? We have created a graffiti removal product trial pack. This pack comes with one 32 oz bottle of Tagaway for smooth and painted surfaces and one 32 oz bottle of Taginator for stone and masonry. Plus to make your decision even easier we will include in the box a \$25.00 coupon that can be used towards your next purchase of one of our products. Limit 1 Per Customer

This product can only ship UPS ground service. We do not ship outside the US. For overseas orders please call 1-610-583-7657 ext 114

Related Items



Customer Reviews

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0 of 0 people found the following review helpful:

0.0 totototot No rating available

\star \star \star \star \star The best of both worlds.

September 4, 2020

Reviewer: C. Hoose from Baton Rouge, LA

This is the perfect graffiti removal kit. Comes with just enough product to remove spray paint from concrete or siding. I will never use anything else. Great purchase, great products.

Was this review helpful to you? Yes No



PROPOSAL

Date: Expires:

220657-01 03/21/2022 04/20/2022

Drawing Numbers:

Project:	Guy Slay - The Grove St. Louis, I		Client:	Guy Slay
Contact:	Guy Slay	314-223-6001	guy@mangrovestl.com	

We are pleased to offer this proposal for the following services at the above location.

Project Description:

Item Total: \$6,900.00

PLANTER WRAP

Type:

• Custom Print Vinyl Wrap for beautification project.

Qty: 30 @ 230 each

Wrap will include 4 side surfaces of each planter, above water line.

Graphic Design	\$300.00
This proposal includes 4 hours of graphic design. Graphic design is billed at \$75 per hour.	
Additional time will be added to final invoice, if applicable.	
Installation	\$1,800.00
This proposal includes on site installation in St. Louis.	

Deposit Rate: 25% Deposit: \$2,250.00	Subtotal:	\$9,000.00

\$9,000.00 Total:

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Any additional products and/or services not specifically set forth in the original scope of work will be added to final invoice.

Buyer	Seller
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Project:

PROPOSAL

Date: Expires:

220657-01 03/21/2022 04/20/2022

Drawing Numbers:

Client: Guy Slay Guy Slay - Planter Wraps The Grove

Guy Slay **Contact:** 314-223-6001 guy@mangrovestl.com

St. Louis, MO 63116

Terms: 25% advanced deposit with balance due upon completion of project.

Warranty: Perforated window graphics are warrantied for 1 year. This includes all vehicle and all building windows.

-Vertical surfaces are warrantied for 1 years (All windows and wall surfaces)

-Horizontal surfaces are warrantied for 3 years (This means sides and rears of vehicles)

-Horizontal surfaces are warrantied for 1 year (This means roof, hood, trunk)

-Vertical surface building graphics are warrantied for 3 years (Due to constant sun exposure) Some materials such as chrome, brushed, special effects, and non laminated carry a 1 year warranty.

-Why is there a different warranty for sides and top of vehicles? Good guestion, the sun's devastating UV rays break down the surface of vinyl graphics. The top of vehicles get more sun exposure resulting in the wraps turning brown and cracking faster than the sides.

-Should Cool Touch Graphics' vinyl films fail to perform or adhere correctly after specified proper use and application Cool Touch Graphics shall file a claim with the manufacturer of the vinyl for the defective material. Cool Touch Graphics requires an actual sample of any vinyl film in guestion, photographs of failure and proof of invoice. The manufacturer will make a decision based on the evidence provided. If claim is denied, Cool Touch Graphics will not be held liable for any cost incurred by purchaser. Under no circumstances shall Cool Touch Graphics be responsible for any incidental or other damages outside of Cool Touch Graphics' control of the manufactured vinyl films.

Vinyl Disclaimer: Factory emblems, badges, and decals will be removed as part of a seamless & clean installation process. Cool Touch Graphics will not be responsible for any breaking or replacing of factory emblems, badges, and decals. The client is responsible for replacing emblems.

Vehicles must come to Cool Touch in clean and ready to wrap condition. Excessively dirty vehicles are subject

Salesperson: Valarie Fleahman

Buyer Seller



PROPOSAL

Date: Expires:

220657-01 03/21/2022 04/20/2022

Drawing Numbers:

Client: Guy Slay **Project:** Guy Slay - Planter Wraps The Grove St. Louis, MO 63116

Guy Slay **Contact:** 314-223-6001 guy@mangrovestl.com

to \$75 per hour cleaning charge. Vehicles are also expected to show up on time for installation appointments. Excessively late vehicles or no call no show vehicles are subject to a cancellation fee 10% the amount of your invoice.

Cool Touch Graphics is not responsible for repairing pre-existing loose or damaged parts on your vehicle as part of the installation process. Cool Touch Graphics is only contracted to remove, install graphics, and reinstall parts taken off by Cool Touch Graphics.

Rubber trim, non painted surfaces, low energy plastic, hinges, roofs and aluminum rails on trailers, lock rods will not be wrapped. Door jambs & chrome trim is an additional charge that must be guoted separately.

Cool Touch Graphics is not responsible for wrinkled vinyl due to movement of parts in certain areas such as but not limited to hoods, fenders and bumpers.

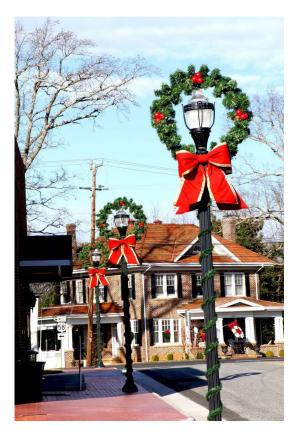
Cool Touch Graphics will always do our very best to make sure all vehicles are properly cleaned before installation. There will always be contaminants that are left on the vehicle or are floating around in the air that stick to the adhesive via static electricity. For best results, please have your vehicle clay barred or detailed before wrapping services begin.

Cool Touch Graphics will also try our very best to hide all traces of previous paint color but there can be traces of color left over that we cannot reach.

Salesperson: Valarie I Buyer's Acceptance	Fleahman Title	Date	
Seller's Acceptance	Title	Date	
	Page 3 of 3		

GROVE Holiday Décor Ideas – Mosca Design

https://moscadesign.com/



Over Globe Wreath Starting at \$459.00



Giant Ornaments & Stacks Starting at \$750.00





Season's Greetings Favorite Things & Holiday Greetings Holly Berry Starting at \$65.00