

**MONTHLY MEETING**  
**TO BE HELD**  
**Saturday, October 15<sup>th</sup> at 9:00 a.m.**  
**at Forest Park Visitors Center - Voyager Room**  
**5595 Grand Dr.**  
**St. Louis, Mo. 63112**

**NOTICE & PROPOSED AGENDA**

**TAKE NOTICE** that on Saturday, October 15<sup>th</sup> at 9:00 a.m. the DeBaliviere Place Special Business District will hold its public Monthly 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. Security Update**
  - a. Central West End Neighborhood Security
- 3. Public Comment (5 Minutes Per Speaker)**
- 4. Approval of Previous Month Minutes**
- 5. Budget Report**
  - a. Finance Report – Approval
- 6. Other Business**
  - a. Selection of Lighting Poles – Approval
  - b. Lighting Project BPS Update
  - c. ATBM Trash RFP Submission – Approval
  - d. SBD Renewal Process – Lawyer Approval
  - e. Top Care Proposal – Approval
- 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: 10-13-2022**

**Time Posted: 9:00 AM**

**DeBaliviere Place Board of Commissioners Meeting**  
**September 17<sup>th</sup>, 2022, at 9:00 AM**  
**At Forest Park Visitors Center – Voyager Room**  
**5595 Grand Dr. St. Louis, MO 63112**

**Board Members Present:** Neill Costello, Charles Wiltsch, Sid Chakraverty, Bobbie Butterly, Sherrone Beatty,

**Board Members NOT Present:** Stephanie Brown, Amy Grace,

**Others in Attendance:** Jim Whyte (NSI), Frank Eppert (ABNA), Codi Holt (Park Central Development)

**Public Comment Attendance:** Mike Klenc, Tracy Renson, Lena Williams

**1. Call to Order:**

- a. S Chakraverty called the meeting to order at 9:01 AM

**2. Security Update:**

- a. J Whyte gave an overview of this month's crime reports, noting a continued rise in crime. The NSI has identified the alleged criminal responsible for the recent property damages, and he has been confined. J Whyte highlighted the individuals mental health concerns and the importance of providing treatment services that could help reduce criminal incidences like these. L Williams also shared about the importance of speaking up about mental health issues and their contribution to incidences in the neighborhood. S Beatty asked if the homeless woman living in the district had been reached out to yet. J Whyte shared that they have spoke with her, have developed a plan with her, and will be working with her to provide assistance.

**3. Public Comments & Questions:**

- a. L Williams shared her concern about the Gate and expressed her desire for it to be closed. B Butterly shared that the alderperson should be reached out to, as the SBD does not have to ability to close the gate. T Renson shared that she has provided a petition requesting the Gate be closed to the alderperson and has also suggested speed humps as an alternative to closing the gate. In response to the public's voiced concerns, B Butterly requested that C Holt write a formal letter on behalf of the SBD to request action on the Gate.

**4. Approval of Previous Months Minutes:** B Butterly motioned to approve the previous month's meeting minutes; S Chakraverty seconded. All in favor – motion passed.

**5. Budget Report:**

- a. **Monthly Finance Report:** B Butterly presented the financial report. C Wiltsch motioned to approve the financials. S Chakraverty seconded. All in favor – motion passed.
- b. **Proposed 2023 Budget Discussion – Approval:** B Butterly gave a line-by-line overview of the proposed budget for 2023, noting that the projected Pedestrian Lighting item would be significantly less as Alderman Michael Gras committed to paying \$100,000 on Phase 1a of the Waterman Lighting Project. N Costello motioned to approve the proposed 2023 budget; S Chakraverty seconded. All in favor – motion passed.

**6. Other Business:**

- a. **Selection of Lighting Poles Approval:** B Butterly acknowledged the varying desires of the public on which type of poles to select and shared her desire to have the same pink spun concrete poles as the ones on Pershing. M Klenc gave an overview in favor of the black poles, highlighting the comparable pricing and alignment with Leonne Straus's vision for the neighborhood. B Butterly shared an update she received from community member Beverly Berner in favor of the pink concrete poles. C Wiltsch shared that having the same pink poles as Pershing would make future replacements easier if all lighting was the same. S Chakraverty asked F Eppert if the budget cost estimate was created with the cost for the pink concrete poles; F Eppert responded in the affirmative.
- b. **ABNA Lighting Engineering – Next Steps:** C Holt shared that next steps included approving the budget for Phase 1a of the lighting project and then reaching out to BPS for bidding and project management. Using the budget cost estimate provided by ABNA and \$100k commitment from Alderman Gras, N Costello motioned to approve the remaining funds needed for the project. B Butterly seconded. All in favor – motion passed.
- c. **Skating Rink Open House:** T Renson gave a quick update that the skating rink will be having an open house on October 8<sup>th</sup> for those who wanted to join.

**7. Adjournment:** B Butterly motioned to adjourn; N Costello seconded. All in favor – meeting adjourned at 10:00 AM.

11:07 AM

10/07/22

Cash Basis

**DeBaliviere Place**  
**Balance Sheet**  
As of September 30, 2022

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	<u>Sep 30, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1073 · Operating 6692	380,502.79
<b>Total Checking/Savings</b>	<u>380,502.79</u>
<b>Total Current Assets</b>	<u>380,502.79</u>
<b>TOTAL ASSETS</b>	<b><u>380,502.79</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2002 · Accounts Payable (A/P)	-1,890.00
<b>Total Accounts Payable</b>	<u>-1,890.00</u>
<b>Total Current Liabilities</b>	<u>-1,890.00</u>
<b>Total Liabilities</b>	-1,890.00
<b>Equity</b>	
3000*OE · Opening Balance Equity	499,566.89
32000 · Retained Earnings	-214,095.16
Net Income	96,921.06
<b>Total Equity</b>	<u>382,392.79</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>380,502.79</u></b>

## DeBaliviere Place Profit & Loss Budget Performance September 2022

	Sep 22	Jan - Sep 22	YTD Budget	Annual Budget
<b>Income</b>				
40000 · Revenue				
40100 · Tax	27.80	271,910.37	120,000.00	320,000.00
<b>Total 40000 · Revenue</b>	<b>27.80</b>	<b>271,910.37</b>	<b>120,000.00</b>	<b>320,000.00</b>
<b>Total Income</b>	<b>27.80</b>	<b>271,910.37</b>	<b>120,000.00</b>	<b>320,000.00</b>
<b>Gross Profit</b>	<b>27.80</b>	<b>271,910.37</b>	<b>120,000.00</b>	<b>320,000.00</b>
<b>Expense</b>				
<b>60000 · Expenses</b>				
61010 · Admin Fees- Park Central*	1,890.00	14,805.00	14,175.00	18,900.00
61020 · Legal	0.00	0.00	1,530.00	2,040.00
61030 · Insurance	0.00	0.00	0.00	8,700.00
61035 · Meeting Room	0.00	160.00	405.00	540.00
61040 · Postage	0.00	9.80	150.02	200.00
<b>Total 60000 · Expenses</b>	<b>1,890.00</b>	<b>14,974.80</b>	<b>16,260.02</b>	<b>30,380.00</b>
<b>61150 · Marketing &amp; Promotions</b>				
61160 · Website Maintenance	0.00	9,405.00	300.01	400.00
61165 · Newsletter	0.00	1,639.38	3,000.01	4,000.00
<b>Total 61150 · Marketing &amp; Promotions</b>	<b>0.00</b>	<b>11,044.38</b>	<b>3,300.02</b>	<b>4,400.00</b>
<b>61250 · Public Maintenance</b>				
61260 · Landscaping	467.00	3,787.00	7,500.01	10,000.00
61280 · Pet Waste Stations	74.47	1,316.74	637.51	850.00
<b>Total 61250 · Public Maintenance</b>	<b>541.47</b>	<b>5,103.74</b>	<b>8,137.52</b>	<b>10,850.00</b>
<b>61350 · Infrastructure</b>				
61359 · Lighting Maintenance	0.00	0.00	2,250.00	3,000.00
61360 · Pedestrian Lighting	3,131.00	24,516.00		
<b>Total 61350 · Infrastructure</b>	<b>3,131.00</b>	<b>24,516.00</b>	<b>2,250.00</b>	<b>3,000.00</b>
<b>62000 · Safety and Security</b>				
62010 · Patrols	7,940.00	88,024.38	114,750.00	153,000.00
62020 · Cameras	0.00	0.00	7,500.01	10,000.00
62021 · Internet for Cameras	0.00	5,871.01	6,000.02	8,000.00
62022 · Camera Maintenance	0.00	2,205.00	5,250.01	7,000.00
62030 · NSI Membership	0.00	23,250.00	22,500.00	30,000.00
<b>Total 62000 · Safety and Security</b>	<b>7,940.00</b>	<b>119,350.39</b>	<b>156,000.04</b>	<b>208,000.00</b>
<b>Total Expense</b>	<b>13,502.47</b>	<b>174,989.31</b>	<b>185,947.60</b>	<b>256,630.00</b>
<b>Net Income</b>	<b>-13,474.67</b>	<b>96,921.06</b>	<b>-65,947.60</b>	<b>63,370.00</b>

**Tax Bills Report 10/4/22**

14 Tax Bills for 2021 outstanding	2,580
6 Tax Bills for 2020 outstanding	\$ 971
1 Tax Bills for 2019 outstanding	\$ 9,070
	<b>\$ 12,621</b>

## DeBaliviere Place Transaction List by Vendor September 2022

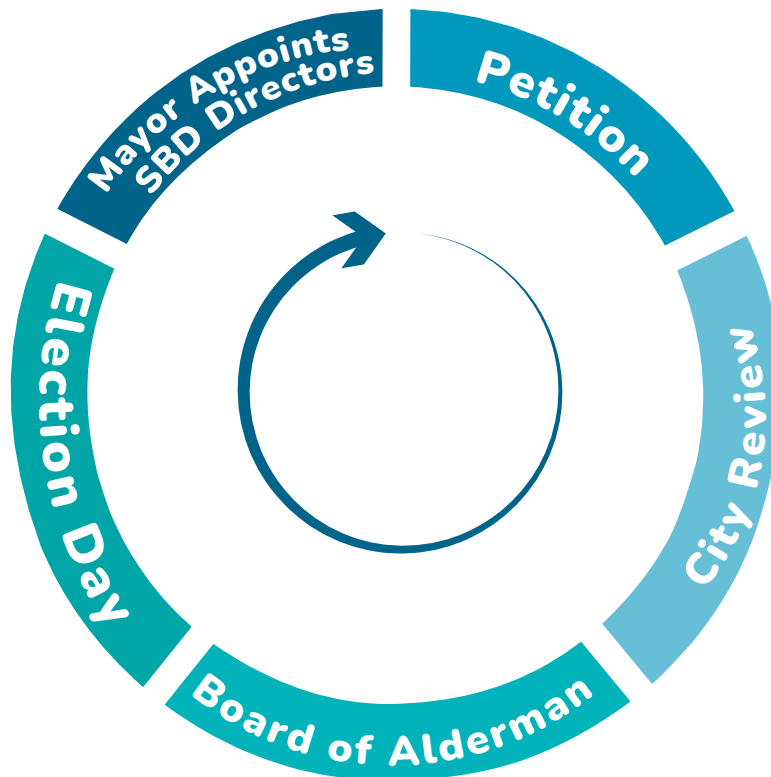
Type	Date	Num	Memo	Split	Amount
<b>ABNA Engineering</b>					
Bill	09/15/2022	22-6048-04	22-6048 Street Lighting Project	61360 · Pedestrian Lighting	-3,131.00
<b>Dog Waste Depot</b>					
Bill Pmt -C	09/02/2022	Bill.com	170460	2002 · Accounts Payable (A/P)	-74.47
<b>Park Central</b>					
Bill	09/09/2022	2022-09-09		61010 · Admin Fees- Park Central*	-1,890.00
<b>The City's Finest LLC</b>					
Bill	09/07/2022	INV-4906	Patrols	62010 · Patrols	-7,940.00
<b>Top Care</b>					
Bill	09/01/2022	199951	Inv 199951	61260 · Landscaping	-467.00

<b>Bills Paid in September</b>	<b>-13,502.47</b>
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# DEBALIEVERE PLACE

## SBD Renewal

### THE PROCESS



### LEGAL COSTS

- David Sweeney \$600- \$480
- Nate Lowis \$275- \$220
- Jacquelyn Sicilia \$225- \$180

### OTHER NOTES

The rates above indicate 80% of standard rates

Majority of the work would be done by junior associates to be cognizant of costs

Senior Associate would be available for legislative process and procedures



**2023 GROUNDSKEEPING CONTRACT PROPOSAL  
DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT**

Exhibit "A"

October 07, 2022

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 MAINTENANCE**

All Landscape beds (mulch, rock, flower) will be treated with post-emergent controls to prevent weed build up. Hand pulling will occur if necessary. This will be done throughout the growing season. Vegetation control of hard surface area's (parking lots, curb lines, etc) are not included but available as a Hard Surface Spray. Beds will be monitored on an ongoing basis and billed according to your occurrence frequency.

Includes the fountain beds & the cul-de-sac at Waterman & Debaliviere.

**BED PRE-EMERGENT**

Bed pre-emergent materials will be applied to all mulched and rock bed areas to help prevent weed seed germination.

Includes the fountain beds & the cul-de-sac at Waterman & Debaliviere.

**DYED MULCH**

A brown dyed mulch will be applied to all previously mulched area's. Other colors of dyed mulch may be requested but additional charges may apply.

Includes the fountain beds & the cul-de-sac at Waterman & Debaliviere.

## **CULTIVATE BEDS AND TREE RINGS**

All mulched beds and tree rings will be cultivated for a fresh appearance.

Includes the fountain beds and the cul-de-sac at Waterman & Debaliviere.

## **ROSE PRUNING**

Pruning of Roses during dormancy to maintain a healthy plant.

Includes the fountain beds and the cul-de-sac at Waterman & Debaliviere.

## **PERENNIAL CARE**

Seasonal maintenance of perennials as required by plant types. Multiple occurrences may be needed throughout the growing season. This does not include Liriope or ornamental grasses, which are included in Spring Clean Up Service.

Cul-de-sac at Waterman & Debaliviere has perennials.

## **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.

Includes the fountain beds and the cul-de-sac at Waterman & Debaliviere.

## **SPRING CLEAN UP**

Clean up of landscape beds (mulch, rock, flower) will include removal of accumulated leaves, miscellaneous trash and debris. This includes cutting back of liriope, perennials, and ornamental grasses. Clean up will occur prior to mulching or the beginning of the spring season. Clean up of unauthorized dumping and/or dead plants is not included and will be removed at an additional cost. Sweet Gum ball removal will be billed at additional cost.

Includes the fountain beds and the cul-de-sac at Waterman & Debaliviere.



## **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.

Includes the fountain beds and the cul-de-sac at Waterman & Debaliviere.

**DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT  
2023 CONTRACT SUMMARY**

<b>INCLUDED SERVICES</b>	<b>OCCURS</b>	<b>COST EACH</b>	<b>EXT COST</b>	<b>TOTAL COST</b>
BED MAINTENANCE	30	\$45.00	\$1,350.00	\$1,350.00
BED PRE-EMERGENT	1	\$88.00	\$88.00	\$88.00
DYED MULCH	1	\$615.00	\$615.00	\$615.00
CULTIVATE BEDS AND TREE RINGS	1	\$170.00	\$170.00	\$170.00
ROSE PRUNING	1	\$135.00	\$135.00	\$135.00
PERENNIAL CARE	1	\$65.00	\$65.00	\$65.00
LITTER CONTROL	30	\$58.00	\$1,740.00	\$1,740.00
SPRING CLEAN UP	1	\$325.00	\$325.00	\$325.00
FALL CLEAN UP	1	\$480.00	\$480.00	\$480.00
<b>TOTAL:</b>			<b>\$4,968.00</b>	<b>\$4,968.00</b>

**BILLING SCHEDULE**

<b>MONTHLY BILLING SCHEDULE</b>	<b>SERVICE COST</b>	<b>TOTAL COST</b>
APRIL 2023	\$621.00	\$621.00
MAY 2023	\$621.00	\$621.00
JUNE 2023	\$621.00	\$621.00
JULY 2023	\$621.00	\$621.00
AUGUST 2023	\$621.00	\$621.00
SEPTEMBER 2023	\$621.00	\$621.00
OCTOBER 2023	\$621.00	\$621.00
NOVEMBER 2023	\$621.00	\$621.00
<b>TOTAL:</b>	<b>\$4,968.00</b>	<b>\$4,968.00</b>

## 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 DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT a DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT (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 \$4968.00 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: DEBALIVIERE PLACE SPECIAL BUSINESS DISTRICT 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   
STEVEN L. HELLWEGE

By \_\_\_\_\_

Date October 07, 2022

Date \_\_\_\_\_

**TOP CARE**