

Item #9A:
Village Trustee Lyman
LGBPC Board Meeting - 07/16/2013

MINUTES

LGBCP Board of Directors' Meeting

June 18, 2013

Meeting was called to order at 5:25pm.

Board Members in Attendance: Tobin Fraley; John Kopecky; Mary Ann Ullrich; Rachel Perkal; Barbara Dibble; Jacquie Longeway and Sharon Fine, DOCD

Guests in Attendance: Dave Lothspeich; Paul Newman; Lori Lothspeich

Minutes from May 21, 2013 reviewed. Tobin Fraley made motion to accept the minutes. Mary Ann Ullrich, seconded the motion. Motion carried.

Treasurer's Report presented by Ed Acuna, Treasurer. Ed reported that he is reviewing reports and procedures.

Event Committee: Rachel Perkal spoke regarding pending vacancies on the Board and that the Board has decided to postpone filling current vacancies.

Village of Long Grove Report: Dave Lothspeich reported that The Board of Trustees is reviewing fees relating to permits. The Old McHenry Road Project is still under review and Dave will keep the members of LGBCP posted on updates.

Old Business: It was recommended that small presentations would be acceptable at future meetings.

Events Committee: Jacquie Longeway reported that the summer performance, scheduled on Towner Green by The Performing Arts Center, has been cancelled.

Design Committee: Tobin Fraley reported that Forsite Mgmt. will not be planting Fountain Sq.

Economic Development Committee: Ed Acuna reported that the committee has had two meetings. Along with LGBCP members serving on the committee, is Dave Lothspeich, Village Manager and Trustee Lori Lyman.

Organization Committee: Renee Clark, absent. Rachel Perkal reported on reviewing Associate Memberships.

Marketing Committee: Mary Ann Ullrich reported a switch of focus using marketing to attracting potential businesses in the downtown area.

Director's Report, Sharon Fine reported on:

2011 has been completed. 2012, almost completed and for 2013, the Visitors' Ctr. staff is already putting together information for next year.

Purpose of festivals is to provide an opportunity to promote LG.

Marshall has compiled list of approved vendors.

checking on see if they can compete.

expenses, merchants will need to initiate their requests for web-site

Audits-

Festivals -

Fire Systems - Fire

Cr. Card Rates - First Merit

Merchant Mktg. - to reduce marketing presence & press releases

Visitors' Center Staff - taking more active role

Long Grove Living Magazine - reformatted

CBS Radio - new direction

PTO - Art & Wine Festival (LGBCP not involved)

Lori Lyman & Dave Lothspeich - New on Econ. Develop. Committee

Web-Site - need new tab providing info on business opportunities in downtown

New Business: Lease of property at 308 Old McHenry Road.

7:25pm Motion to adjourn by Tobin Fraley, second by Nancy Fino, motion carried

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated [September 01, 2013](#), by and between Long Green Inc. (Landlord") and Long Grove Community & Business Partners (LGBCP) ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 1,460 sq. ft. office space in the village of Long Grove (the "Premises") located at 308 Old McHenry, Long Grove, IL. 60047.

TERM. The lease term will begin on [September 01, 2013](#) and will terminate on [August 31, 2015](#).

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$1,500.00, payable in advance on the first day of each month, [beginning September 01, 2013](#). Lease payments shall be made to the Landlord at PO Box 889, Antioch, IL. 60002. Address may be changed, by Landlord, from time to time.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,500.00 to be held and disbursed for Tenant damages to the premises (if any) as provided by law.

POSSESSION. Tenant shall be given keys and possession of 308 Old McHenry Road, after the building has been inspected by the Village and the Fire Dept., and when the lease is signed and the security deposit has been provided. [Renovations will begin after village inspections, approval and permits are issued.](#) At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises [for LGBCP office and for the sale of Long Grove memorabilia](#). The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises, not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least 1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

LGBCP Treasurer's Report for June 2013

Strawberry Fest income this year as of July 13th was \$125,976.33 against expenses of \$49,796.60 for a profit of \$76,179.73.

Net income for the June was \$112,275.77 due in part to \$85,848.50 worth of SSA funds received. Year to date net income as of May 30th was \$102,545.59

A list of checks issued during the month of June is attached. Please review the list and ask questions. It is important that all board members have an understanding of how the LGBCP funds are spent. Your questions will help Sharon and I dig into details as well. All questions are welcomed.

Income and Expenses versus budget are attached. Committee Chairpersons please keep track of your committee's expenses versus budget. The board should decide on a policy for managing over-budget items.

As of June 30th we had \$139,493.62 plus our reserves.

LONG GROVE BUSINESS AND COMMUNITY PARTNERS Check Detail June 2013

<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
Foresite Realty Management	6204 · Rent	\$ 2,000.00
Foresite Realty Management	6204 · Rent	\$ 639.09
ComEd	6205 · Utilities-Visitors Center	\$ 35.17
AT&T	6206 · Telephone/internet	\$ 144.80
At&T Uverse	6206 · Telephone/internet	\$ 40.00
NUQnet.com	6206 · Telephone/internet	\$ 15.00
Caroline Lange	6207 · Office Expenses/Supplies	\$ 31.49
Cash	6211 · Contribution/Recognition/Gifts	\$ 431.35
National Fire Safety Council, Inc.	6211 · Contribution/Recognition/Gifts	\$ 380.00
Returned check deposited by bank	6215 · Bank Fees, charges	\$ 3,990.00
Bank Fees	6215 · Bank Fees, charges	\$ 78.22
Moneries - ACH	6215 · Bank Fees, charges	\$ 276.06
Returned check fee	6215 · Bank Fees, charges	\$ 10.00
Momentum Computer Solutions	6226 · Computer Hardware/Software Mtce	\$ 44.00
Paddock Publications, Inc.	6302 · Print (Display + phonebook)	\$ 950.00
N2 Pubishing Inc.	6302 · Print (Display + phonebook)	\$ 851.00
N2 Pubishing Inc.	6302 · Print (Display + phonebook)	\$ 851.00
Creative Spectacles	6340 · Web design/maintenance	\$ 3,253.75
SKPR	6351 · Public relations	\$ 6,155.00
Sotero Gordils	7030.01 · Mgt/Staffing/Production	\$ 697.50
Frank Coronado	7030.01 · Mgt/Staffing/Production	\$ 630.00
David Daley	7030.01 · Mgt/Staffing/Production	\$ 607.50
Leka Vukmarkaj	7030.01 · Mgt/Staffing/Production	\$ 607.50
Nick Palomino	7030.01 · Mgt/Staffing/Production	\$ 405.00
Richard Vasquez	7030.01 · Mgt/Staffing/Production	\$ 405.00
Fred Cochran	7030.01 · Mgt/Staffing/Production	\$ 202.50
Vince Bonanno	7030.01 · Mgt/Staffing/Production	\$ 202.50
B&B Productions	7032 · Services/Subs/Site Fees	\$ 3,000.00
San Hernandez	7032 · Services/Subs/Site Fees	\$ 607.50
Dan Quinn	7032 · Services/Subs/Site Fees	\$ 405.00
Jack Eiler	7033 · Entertainment/Attractions	\$ 1,400.00
Mike Mauthe	7033 · Entertainment/Attractions	\$ 1,000.00
7th Heaven	7033 · Entertainment/Attractions	\$ 900.00
Tim O'Hara	7033 · Entertainment/Attractions	\$ 900.00
The Underwater People	7033 · Entertainment/Attractions	\$ 900.00
Rick Lindy Schwartz	7033 · Entertainment/Attractions	\$ 500.00
28 Days	7033 · Entertainment/Attractions	\$ 400.00
Adam Stein	7033 · Entertainment/Attractions	\$ 400.00
Larry Bessler	7033 · Entertainment/Attractions	\$ 400.00
Larry Bessler	7033 · Entertainment/Attractions	\$ 400.00
Ring of Music Inc.	7033 · Entertainment/Attractions	\$ 400.00
Robert Celestin	7033 · Entertainment/Attractions	\$ 400.00
Amaroo LLC	7033 · Entertainment/Attractions	\$ 400.00
Krissi Woods	7033 · Entertainment/Attractions	\$ 400.00
Sean Cantorna	7033 · Entertainment/Attractions	\$ 350.00
Tom Murray	7033 · Entertainment/Attractions	\$ 350.00
Dominic Lynch	7033 · Entertainment/Attractions	\$ 350.00
Anderson Media Productions Inc.	7033 · Entertainment/Attractions	\$ 300.00
Matt Stedman Music Inc.	7033 · Entertainment/Attractions	\$ 300.00
Thomas Swenson	7033 · Entertainment/Attractions	\$ 210.00
Pete Jonsson	7033 · Entertainment/Attractions	\$ 150.00
Merv Collins	7033 · Entertainment/Attractions	\$ 60.00
Steve Justman	7033 · Entertainment/Attractions	\$ 60.00
Erich McMann	7033 · Entertainment/Attractions	\$ 50.00
Jeff Justman	7033 · Entertainment/Attractions	\$ 50.00
Mark Theodore	7033 · Entertainment/Attractions	\$ 50.00
Mary Lai	7033 · Entertainment/Attractions	\$ 50.00
Rich Faehnrich	7033 · Entertainment/Attractions	\$ 50.00
City Beverage	7035 · Gen.Exp./Svc/Liquor/Supplies	\$ 5,568.00
Cash	7036 · Misc. Expenses	\$ 10,800.00
QuickBooks Payroll Service	Staff Salaries	\$ 13,010.13
	Total	\$ 68,504.06

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof
- drywall from the "backside" of the drywall to the outside walls
- structural parts of the building
- the parking lot, driveways and sidewalks, including snow and ice removal and lawn care
- the HVAC system

Tenant's obligations for maintenance shall include:

- all other items of maintenance not specifically delegated to Landlord under this Lease.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against Premises and which are attributable to Tenant's use of Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligations or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any obligation within 5 days (after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within 5 days after its due date, Tenant shall pay a late fee equal to 25% of the required payment.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$100 for each check that is returned to Landlord for insufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligations to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. At the end of the lease term,

Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises, with 24 hour notice to the tenant, unless an emergency arises, and emergency services are required, such as flooding, fire, or an act of G-d. Inspections and showing of the property to prospective buyers, mortgagees, tenants or workers require 24 hour notice to the Tenant. However, Landlord does not assume any liability for the care or supervision of the premises. As provided by law, in the case of an emergency, Landlord may enter the premises without Tenant's consent. During the last two months of this Lease, or any extension, Landlord shall be allowed to display the usual "To Let" signs and show the premises to perspective tenants, with 24 hour notice to the Tenant.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless and defend Landlord from and against any and all losses, claims, liabilities and expenses, including attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature to the building, such as new fire alarm ordinances. This Lease is based upon inspection and approval by The Village of Long Grove Bldg. Inspector and inspection and approval by the Village of Long Grove Fire Marshall, resulting in business and building occupancy permits. Should the building not pass either one or both of these inspections, it is at the sole discretion of the Tenant to renegotiate acceptable terms to rectify non compliance with the Landlord or to nullify this Lease.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever additional steps necessary in order to keep the premises free of all liens resulting from construction done by or for the tenant.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Long Green Inc.
PO Box 889
Antioch, IL. 60002

TENANT:

Long Grove Business & Community Partners (LGBCP)
308 Old McHenry Road
Long Grove, IL. 60047

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Illinois.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of the Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease 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 Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Long Green Inc.

By: _____ Date: July , 2013
Joy Jacoby for Long Green Inc.

TENANT:

Long Grove Business & Community Partners (LGBCP)

By: _____ Date: July 16, 2013
Rachel Perkal, Pres. LGBCP