



Cherokee Station Business Association

PO Box 2053, St. Louis, MO 63158 | www.cherokeestation.com

Board/Association Meeting Agenda July 16, 2009 – 6:00 p. m. Cherokee Business Incubator, 2715 Cherokee

collector of rev + license collector working together
paper work needed updates
restaurants listed on web family owned

Gardenos bought Tower Taco
Indian fixed up

1. Introductions

Brief of what will be discussed during the meeting.

2. City Officials

- a. Ken Ortman - 9th Ward Alderman - Phone: (314) 776-0161
- b. Craig Schmid - 20th Ward Alderman - Phone: (314) 589-6816
- c. Harry Bennett - SLDC - Phone: (314) 832-2946
- d. Michael J. Cognasso - 3rd District Police Officer - Pager: (314) 318-0521

3. Approval of Previous Meeting Minutes

4. Financial Report

5. Old Business

- a. Mark Bonnert – Finalize Lease with CSBA
- b. Red Cross Blood drive – 17 of 20 listed donors. Red Cross will return in the fall.
- c. Angelo – Will Lieberman to give update on RFT ad buy.
- d. Angelo – CSBA website – postponed until August.
- e. Mexican Independence Day proposal - Hispanic business Owners
- f. Indian statue

6. Committee Reports

- a. Cinco de Mayo – ?
- b. CSBA reports uploaded to website - Minerva

7. New Business

8. Announcements and Events

- a. CVC advert registration open. - William Lieberman

9. Adjourn



Cherokee Station Business Association

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Board/Association Meeting Minutes

JUNE 18, 2009 – 6:00pm

Cherokee Business Incubator, 2715 Cherokee

1. Introductions

Brief of what will be discussed during the meeting.

2. City Officials

a. Ken Ortmann - 9th Ward Alderman -

Phone: (314) 776-0161

Gave an update of the Benton Park Comfort station

Gave update on personal safety

b. Craig Schmid - 20th Ward Alderman

Phone: (314) 589-6816

Update on the Cherokee enhancements

Special committee for the street enhancements committee to consist of Shirley Wallace, Jason Deem, Angelo Stage, and Will Liebermann.

Craig also had a discussion regarding Vigilance and suggests that people in the community call 911 when there is suspicious activity.

Police officers will give suggestions on crime prevention in the Cherokee businesses National Night out August 4, 2009

Board of Alderman will be out of session from July to September

Fireworks season is coming and it is illegal and dangerous.

c. Harry Bennett – SLDC

Phone: (314) 832-2946

Reported that GL cash \$1,752 as of June 7, 2009

Waiting on money and numbers for the facade program do not start the project until the pictures are taken.

d. Michael J. Cognasso - 3rd District Police Officer – Pager: (314) 318-0521

Mike described four crimes in the last month

Suggested lighting and security cameras

3. Approval of Previous Meeting Minutes

Motion made by Will Liebermann and seconded by Jason Deem all were in favor.

4. Financial Report

Motion made by Will Liebermann and seconded by Chris Sabatino all were in favor.

5. Old Business

a. Mark Bonnert – Update on use of lots: Lease with CSBA If no opposition then the lease will be signed by Minerva on Friday June 26, 2009.

b. Red Cross Blood drive – Sunday, July 5th, 2009 – Noon located in front of Gool

Two Year Lease

This Lease, made and entered into as of the 16th day of July, 2009, by and between the Cherokee Station Business Association (CSBA), 2715 Cherokee, herein referred to as the "Lessor", and Red Brick Community Land Trust (RBCLT), 1901 S. 11th, St. Louis, MO 63104, hereinafter referred to as "Lessee".

WITNESSETH: That the Lessor hereby leases to the Lessee and the Lessee accepts, upon the terms, stipulations and conditions set forth herein, the following paved and fenced parcel of real estate:

2647 Cherokee, St. Louis, MO 63118

AND WHEREAS, Lessee shall define their planting area through the use of temporary fencing, railroad ties, landscape timber, bricks and a sign. If a sign is used, the sign will be placed in the front of the lot by the Lessee.

TERMS AND CONDITIONS

- 1) The term of this Lease shall be for a period of two (2) years beginning on the 16th day of July, 2009 and terminating on the 16th day of June, 2011, at a 2 year rental of Two Dollars (\$2.00) payable in advance upon the execution of this Lease. Receipt of the aforesaid amount is hereby acknowledged by Lessor.
 - (a) Lessee shall maintain the Leased premises during the term of the Lease, in a safe, secured condition, free from all trash, litter, tall weeds, tall grass, and shall comply fully with all codes and ordinances of the City of St. Louis applicable to the Leased Premises during the term of this Lease;
 - (b) The Leased Premises shall be used for garden or for public functions related to green space and for the promotion of Cherokee Street. Lessee further agrees that no obstacle courses, ballfields or any other structures or apparatus will be installed in or upon any part of the Leased Premises without the prior express written consent of the Lessor;
 - (c) ~~Lessee may install/reconfigure a permanent fence, if a permit is obtained from the City. Under no circumstances will Lessee be reimbursed for a fence or any other improvements made to the property;~~
 - (d) The Leased Premises cannot be used for parking of cars, trucks or equipment of any kind;
 - (e) No barricades, permanent fences or buildings of any type are to be installed or erected or constructed in or upon the Leased Premises without the prior express written consent of Lessor;
 - (f) Lessee shall not sublet the Premises without written consent of CSBA;
 - (g) The Lease Amendment shall not be assigned or transferred without prior written consent of CSBA;
 - (h) Lessee shall assume full responsibility for the condition of the Leased Premises upon execution of this Lease;
 - (i) Lessee shall hold the Lessor, its constituent agencies, employees and agents harmless from any and all claims, actions, causes of action at law or in equity damages, judgments, liability and expenses, including attorneys' fees, which arise out of or are in any manner related to Lessee's use, possession or lease of the Leased Premises. Lessee further agrees to indemnify and defend Lessor, its constituent agencies employees and agents from any and all claims, actions, causes of action at law or in equity damages, judgments, liability and expenses, including attorneys' fees arising out of this Lease or as a result of the Lessee's possession maintenance control or use of the Leased Premises or from any cause whatsoever involving said Leased Premises;
 - (k) All rentals or payments made pursuant to this Lease shall be paid to the Lessor at its office: 2715 Cherokee, St. Louis, Missouri 63118, or its duly authorized agent or agents if so directed in writing by Lessor;

7/16/09
 Mincova Lopez
 ML
 MB

(l) Lessee shall permit Lessor or Lessor's employees and authorized agents to enter the Leased Premises at any time for purposes of inspection thereof; and
 (m) In the event of Lessee's default in the performance or observance of any of the terms, stipulations or conditions of this Lease and if after ten (10) days written notice setting forth said default such default shall continue by the Lessee, Lessor shall have the right to re-enter and take possession of the Leased Premises, whereupon all rights and interests of the Lessee shall cease and terminate and any payments made under this Lease shall be forfeited by Lessee and retained by Lessor.

(n) Lessee shall insure the leased premises at all times with \$1 million of general liability insurance with CSBA listed as an additional insured;

2) Lessor expressly denies and disclaims any warranty of the fitness of the Leased Premises for the particular purpose to which the Lessee its successors or assigns intend to put the Leased Premises. Lessor further disclaims any warranty or representation pertaining to the environmental condition and fitness of the Leased Premises.

3) A waiver of a breach or right or any covenants, stipulations or condition herein by Lessor shall not constitute a continuing waiver or abridge any of Lessor's rights as stated herein or statutorily conveyed.

4) Upon termination of this Lease by limitation or otherwise, Lessee shall quit and deliver up possession of the Leased Premises to the Lessor in as good condition as when received by Lessee, ordinary wear and tear excepted, and free from all trash, litter, debris, and tall grass and apparatus. All improvements of any type made to or erected upon the Leased Premise shall upon termination of the Lease remain on the Leased Premises without compensation to the Lessee provided; however, that Lessor shall have the option to require the Lessee to remove such improvements and to repair any damages resulting there from at Lessee's cost.

5) This Lease shall insure to the benefit of the successors and assigns of the parties hereto.

6) All notices which may be given pursuant to the terms of this Lease shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed as follows:

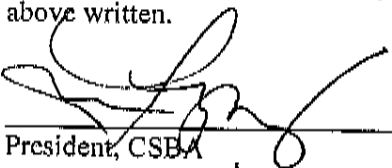
If to Lessor:

Cherokee Station Business Association, 2715 Cherokee, St. Louis, MO 63118

If to Lessee:

Red Brick Community Land Trust, 1901 S. 11th, St. Louis, MO 63104

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.



 President, CSBA



 Director, RBCLT

07/16/09

 Date


7/16/09

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2009

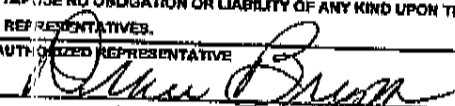
PRODUCER Diane Bregenhorn Toni Smith State Farm 4705 Hampton St. Louis, MO 63109 	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Red Brick Community Land Trust c/o Youth Educ, and Health in Soulard 1901 S 11th St St. Louis, MO 63104	INSURER A: State Farm Fire and Casualty Company 25143	25143
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	95-BB-2839-4	07/23/2008	07/23/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any am portion) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Extension of Liability for Vacant Lot
 2647 Cherokee
 St. Louis, MO 63118

CERTIFICATE HOLDER Cherokee Station Business Association 2715 Cherokee St. Louis, MO 63118	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2009

<p>PRODUCER Diane Bregenhorn Toni Smith State Farm 4705 Hampton St. Louis, MO 63109</p>	<p>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>												
<p>INSURED Blackbear Bakery 2639 Cherokee St. Louis, MO 63118</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Fire and Casualty Company 25143</td> <td>25143</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company 25143	25143	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSR/ADDT LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR</p> <p>GENL AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p>	95-BA-N273-6 F	03/17/2008	03/15/2010	<p>EACH OCCURRENCE \$ 1,000,000</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$ 5,000</p> <p>PERSONAL & ADV INJURY \$ 1,000,000</p> <p>GENERAL AGGREGATE \$ 2,000,000</p> <p>PRODUCTS - COMP/OP AGG \$ 2,000,000</p>
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	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N</p> <p>(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below</p> <p>OTHER</p>				<p>WC STATUTORY LIMITS OTHER \$</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>

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CSBA Transaction Detail Report
 1/1/09 through 12/31/09

Date	Account	Num	Payee	Memo	Category	Clr	Amount
CSBA Checking							
1/1/09	CSBA Checking		2009 Starting Balance		[CSBA Checking]	R	3,461.97
1/12/09	CSBA Checking		INTERNET TFR TO CHK 0025603086	TRANSFER	[CSBA Money Market]	C	5,000.00
1/13/09	CSBA Checking	547	CHECK - Personalized Mementos	Historical Plaque Project	Historical Plaque Project	C	-4,587.61
1/27/09	CSBA Checking	548	CHECK - Frank Moore	Street Cleaning	Street Cleaning	C	-487.50
2/24/09	CSBA Checking	549	CHECK - Frank Moore	Street Cleaning	Street Cleaning	C	-528.75
3/27/09	CSBA Checking	550	CHECK - Frank Moore	Street Cleaning	Street Cleaning	C	-506.25
4/11/09	CSBA Checking	551	CHECK - Firecracker Press	Cherokee Open House	Special Events	C	-1,929.32
4/16/09	CSBA Checking		INTERNET TFR TO CHK 0025603086	TRANSFER	[CSBA Money Market]	C	5,000.00
4/16/09	CSBA Checking		INTERNET TFR TO CHK 0025603086	TRANSFER	[CSBA Money Market]	C	5,000.00
4/20/09	CSBA Checking	552	CHECK - Diana's Bakery		Security Camera Program	C	-965.00
4/20/09	CSBA Checking	553	CHECK - Carrillos Western Wear		Security Camera Program	C	-1,000.00
4/30/09	CSBA Checking	554	CHECK - William Reznick	Window Washing	Street Cleaning	C	-150.00
5/4/09	CSBA Checking	555	CHECK - Frank Moore	Street Cleaning	Street Cleaning	C	-633.75
5/26/09	CSBA Checking	556	CHECK - Phillip Hitchcock	PHD Gallery	Security Camera Program	C	-1,000.00
5/28/09	CSBA Checking	557	CHECK - Michelle LeBeau	Secretary (April & May)	CSBA Administrative Expense	C	-120.00
6/3/09	CSBA Checking	558	CHECK - Frank Moore	Street Cleaning	Street Cleaning	C	-600.00
6/19/09	CSBA Checking	559	Leon Uniform		Gift	C	-250.00
7/1/09	CSBA Checking	560	US Cellular	Barb Potts Cell Phone	Gift		-50.00
7/14/09	CSBA Checking		CHECK - Frank Moore	Street Cleaning	Street Cleaning		-622.50
Total CSBA Checking							5,031.29
CSBA Money Market							
1/1/09	CSBA Money Market		2009 Starting Balance		[CSBA Money Market]	R	22,690.11
1/9/09	CSBA Money Market		INTEREST PAID		Interest Income	C	2.80
1/12/09	CSBA Money Market		INTERNET TFR TO CHK 0025603086	TRANSFER	[CSBA Checking]	C	-5,000.00
2/10/09	CSBA Money Market		INTEREST PAID		Interest Income	C	7.89
3/10/09	CSBA Money Market		INTEREST PAID		Interest Income	C	6.79
4/10/09	CSBA Money Market		INTEREST PAID		Interest Income	C	7.52
4/16/09	CSBA Money Market		INTERNET TFR TO CHK 0025603086	TRANSFER	[CSBA Checking]	C	-5,000.00
4/16/09	CSBA Money Market		INTERNET TFR TO CHK 0025603086	TRANSFER	[CSBA Checking]	C	-5,000.00
5/8/09	CSBA Money Market		INTEREST PAID		Interest Income	C	2.19
5/8/09	CSBA Money Market		City Income from Special Taxing District		City Disbursement Voucher	C	22,346.28
6/18/09	CSBA Money Market		INTEREST PAID		Interest Income	C	13.60
7/10/09	CSBA Money Market		INTEREST PAID		Interest Income	C	14.83
Total CSBA Money Market							30,092.01
Net Inflows/Outflows							35,123.30

→ \$ 250

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4703

FEDEX OFFICE

314--968-7549

17:51

08/04/2009

CSBA Transaction Detail Report

1/1/09 through 12/31/09

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