



Hillcrest Business Association
Board of Directors Meeting
Public Meeting
April 10, 2012, 5pm
Joyce Beers Center, 1230 Cleveland Ave., San Diego CA 92103

AGENDA

Call to order and introductions	N. Moede	2 minutes
Public comment (1 minute per speaker)		5 minutes
Reports:		
1. President's report	N. Moede	5 minutes
2. Executive Director's report	B. Nicholls	5 minutes
Consent items (action):	N. Moede	5 minutes
1. Approval of minutes ¹		
2. Approval of organizational financials ²		
Action items:		
1. Approval of The Amazing High Heel Race 2012	N. Moede	5 minutes
2. Approval of MAD FY13 Budget ³	P. Katz	5 minutes
3. CityFest 2012 logistics contract ⁴	J. Hale	5 minutes
4. Support for Hillcrest alleyway improvements at University Ave. between Fourth Ave. and Fifth Ave.	P. Katz	10 minutes
5. Agreement with LGBT Pride concerning 7/20 Pride street party ⁵	N. Moede	10 minutes
6. Endorsement of second Hillcrest Hoedown event	J. Hale	5 minutes
7. Request to partner with GSBDA on concierge scavenger hunt event ⁶	A. Capano	5 minutes
8. Endorsement of SR 163 off-ramp	N. Moede	5 minutes
Information items:		
1. Parking Committee report	M. Moede	5 minutes
2. Marketing Committee report	A. Capano	5 minutes
3. Special Events Committee report	J. Hale	5 minutes
Attachments:		
1. March 2012 minutes		
2. February 2012 financials		
3. MAD FY13 budget		
4. CityFest 2012 logistics contract		
5. Memo outlining agreement with LGBT Pride		
6. Memo outlining partnership with GSBDA reg Hillcrest Scavenger Hunt		



BOARD OF DIRECTORS MEETING MINUTES

Tuesday, March 13, 2012
Joyce Beers Community Center
1220 Cleveland Ave., San Diego, CA 92103

Board members in attendance: Reem Ali, Michael Brennan, Amy Capano, Sean Cute, Jillian DiCola, Jonathan Hale, Pete Katz, Nick Moede, Dalour Younan, Glenn Younger

Board members absent: Ron Baranov, Alonzo Ortiz, Michael Wright

Others in attendance: Aaron Byzak, Walter Chambers, Ann Garwood, Keegan Gerhard, Nancy Moors, Zachary Schlagerl

Staff in attendance: Mary Joseph, Benjamin Nicholls, Lisa Weir

- N. Moede called the meeting to order at 5:01 p.m.

Public Comment

- K. Gerhard from D-Bar introduced himself and said his new restaurant on Fifth Avenue is scheduled to open May 24.

President's report

- N. Moede stated that the HBA Open House was successful with a turn out of 45 business representatives and that the event was useful with reports from the San Diego Police Department.

Executive Directors report

- B. Nicholls reported that staff has been working on updating the office technology and that he registered as a lobbyist.

Informational items

- A. Byzak and Z. Schlagerl from UC San Diego Health System presented on a traffic study concerning traffic flow around the UC San Diego Hospital. They stated that study results indicated a positive response to suggestions generated by the study, they presented on community feedback, and shared the parking concerns they are working on addressing. They stated that a final open house will occur in May or June with concrete results and further implementation. N. Moede asked about a westbound exit off SR163, they stated that as of right now there are no details concerning that particular traffic solution.
- N. Moede reported that the Parking Committee is working on the Universal Validation Program and that the validation study is currently underway. He stated that the committee is currently working on their budget but that they don't have final numbers yet. B. Nicholls stated that he has been working with the Parking Committee to pass



bylaws with Uptown Community Parking District. N. Moede stated that the next Parking Committee will occur on Wednesday, March 28 at 3:30 PM.

- A. Capano stated that the Marketing Committee has been working on their FY2012-2013 budget along with our new edition of Your Guide to Fabulous, the Hillcrest street map for member businesses. She stated that marketing has also been working on planning for the 2012-2013 banner program. She asked the group to save the date for the Taste of Hillcrest on Saturday, April 21 from noon to 4 pm, and said that we have over 50 restaurants signed up thus far and six TV news spots booked.
- B. Nicholls reported on Hillcrest Mardi Gras. He stated that the HBA successfully implemented changes to the event including a dance area and stage without increasing bottom line expenses. He stated that expenditures for the event were lower than last year and that the HBA successfully managed the finances for the event. He said that a profit of approximately \$30,000 was realized (\$15,000 of which goes to the HBA). He said that online ticket sales were streamlined and ticket sales at pre-parties were accelerated with 13 percent of ticket sales occurring online ahead of the event. He said that some problems still persist including HBA shouldering more of the work than the partner organization. He said that cup counting quality controls at the beer dispensing stations were ignored and that quality control regarding tickets was poor. He suggested that HBA staff should take over these responsibilities in future years.

Action items

- N. Moede presented the consent agenda, which included the February 2012 Board of Directors' meeting minutes with stated edits and the January 2012 organizational financials.
 - Motion to approve the February 2012 Board of Directors meeting minutes and the January 2012 organizational financials. J. Hale / D. Younan. 8/0/0. The motion passed unanimously.
- N. Moede stated that the HBA has not yet endorsed the Pride Flag Monument project and suggested the group vote on endorsing it.
 - Motion to endorse the Pride Flag Monument. N. Moede / J. Hale. 10/0/0.
- M. Brennan stated that all permitting issues for the Pride Flag have been resolved and stated that the HBA anticipates going before planning commission and City Council in late April. He stated that as part of the negotiations with the city the HBA agreed to shrink the size of the flag itself to 18' by 12'. He said that the original company that the HBA had resolved to work with could not provide the logistical services they had promised. He stated that the contract enclosed in the board packet for the flag work is with Apex flags.
 - Motion to endorse the flag installation, concrete and foundation contract with Apex Flag Pole. M. Brennan / J. Hale. 10/0/0. The motion passed unanimously.



- N. Moede stated that the HBA’s attorney modified the document proposed at last month’s Board of Director’s meeting to reflect concerns over the 1984 Hillcrest Sign sale agreement.
 - Motion to approve the contract for the sale agreement for the 1984 Hillcrest Sign. N. Moede / G. Younger. 10/0/0. The motion passed unanimously.
- B. Nicholls stated that the HBA would like to send representatives to National Main Street Conference. He said that the HBA’s Hillcrest 2.0 recommendations suggest Hillcrest becoming a Main Street. He said that this year presents a good opportunity because the Business Improvement District (BID) Council is covering the cost of registration and a symposium on entertainment districts is occurring at the same time. He stated that the BIDC will cover \$1,100 of the registration cost for two attendees. The cost for airfare and hotel would be \$2,500 for two attendees.
 - Motion to endorse the cost for airfare and hotel for two representatives to attend the National Main Street Conference. G. Younger / J. Hale. 10/0/0. The motion passed unanimously.
- B. Nicholls stated that staff received an email from Urb-En requesting that we support a “Curbside Chat” event on April 17, 2012. He said that the event would feature Charles Marohn, a national speaker on urban renewal. He said to pursue this event staff need authorization to assist in developing and promoting a networking event that would function in a similar fashion to the successful Hillcrest 2.0 mixers. He stated that staff would also assist in finding a hotel room from our business partners.
 - Motion to endorse staff time spent on supporting the event. G. Younger / M. Brennan. 10/0/0. The motion passed unanimously.
- N. Moede stated that the HBA has been approached to support changing Blaine St. to Harvey Milk St.
 - Motion to endorse changing the name of Blaine St. to Havery Milk St. J. Hale / D. Younan. 10/0/0. The motion passed unanimously
- B. Nicholls stated that the board had previously approved a budget of \$102,000 for FY2013. He said that the City of San Diego staff appraised the HBA and reported that there is \$140,000 in BID assessments available and they would like to see that money spent.
 - Motion to approve the updated BID budget for FY2013. G. Younger / J. Hale. 10/0/0. The motion passed unanimously.

The meeting adjourned at 6:10 p.m.

HBIA
Balance Sheet
As of February 29, 2012

	Feb 29, 12
ASSETS	
Current Assets	
Checking/Savings	
10020 - CHASE - Checking	60,642.16
10025 - CA. Bank & Trust	40,997.20
10035 - Comerica - Checking	190,487.09
10040 - CHASE - Money Market	
General	7,600.50
Pride Flag	11,083.75
Total 10040 - CHASE - Money Market	18,684.25
Total Checking/Savings	310,810.70
Accounts Receivable	
12000 - Accounts Receivable	21,942.00
Total Accounts Receivable	21,942.00
Other Current Assets	
10115 - SBEP City Services	4,940.90
10125 - MAD Receivable	32,668.73
10135 - City Fest Receivable	19,300.48
10145 - Farmers Market Receivable	3,967.05
10155 - Prepaid Expense	2,290.57
10165 - Workers Compensation Deposit	842.00
Total Other Current Assets	64,009.73
Total Current Assets	396,762.43
Fixed Assets	
10200 - Office Furniture & Equipment	13,139.00
10220 - Accumulated Depreciation	-12,012.55
Total Fixed Assets	1,126.45
TOTAL ASSETS	397,888.88
 LIABILITIES & EQUITY	

HBIA
Balance Sheet
As of February 29, 2012

	<u>Feb 29, 12</u>
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	2,010.76
Total Accounts Payable	<u>2,010.76</u>
Other Current Liabilities	
20215 · BID Assessment	3,945.23
20225 · SBEP Advance	9,105.90
20230 · Sales Tax Payable	2,696.71
20235 · City Fest Deferred Revenue	1,675.74
20245 · Pride Flag Deferred Revenue	5,117.26
21000 · Payroll Liabilities	
FUTA Payable	114.80
Vacation Payable	<u>2,073.74</u>
Total 21000 · Payroll Liabilities	<u>2,188.54</u>
Total Other Current Liabilities	<u>24,729.38</u>
Total Current Liabilities	<u>26,740.14</u>
Total Liabilities	26,740.14
Equity	
31100 · Unrestricted Net Assets	373,344.28
Net Income	<u>-2,195.54</u>
Total Equity	<u>371,148.74</u>
TOTAL LIABILITIES & EQUITY	<u><u>397,888.88</u></u>

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through February 2012

				TOTAL		
	Feb 12	Budget	Variance	Jul '11 - Feb 12	Budget	Variance
Income						
40010 - City Fest Income	0.00			132,901.48	130,000.00	2,901.48
40020 - Farmers Market	15,549.99	12,580.00	2,969.99	122,771.29	100,640.00	22,131.29
40030 - SBEP	2,463.25	2,191.00	272.25	15,198.10	12,858.00	2,340.10
40040 - MAD	13,998.24	9,334.00	4,664.24	79,572.69	82,447.00	-2,874.31
40045 - MAD Reserve	0.00	1,083.00	-1,083.00	0.00	8,664.00	-8,664.00
40050 - BID	9,735.85	7,530.00	2,205.85	61,545.09	69,882.00	-8,336.91
40060 - PROW	0.00			259.00		
40080 - Newsletter/Advertising	0.00	80.00	-80.00	0.00	640.00	-640.00
40090 - Mardi Gras	49,911.96	10,000.00	39,911.96	75,690.62	10,000.00	65,690.62
40110 - Taste	0.00	17,250.00	-17,250.00	1,180.00	17,250.00	-16,070.00
40115 - Taste 'N Tinis	0.00			18,367.36	17,000.00	1,367.36
40120 - Interest	1.48	100.00	-98.52	136.50	800.00	-663.50
40135 - Hillcrest Hoedown	1,000.00			40,943.68		
40140 - Banner Space	0.00	300.00	-300.00	0.00	2,400.00	-2,400.00
40145 - Pride Flag	124.74			9,882.74		
40180 - Other Income	0.00	165.00	-165.00	500.00	1,320.00	-820.00
Total Income	92,785.51	60,613.00	32,172.51	558,948.55	453,901.00	105,047.55
Expense						
50000 - Personnel						
50005 - Salaries	12,683.33	9,459.00	3,224.33	91,609.35	79,180.00	12,429.35
50025 - Employer Taxes - Federal	1,011.45	971.00	40.45	7,227.90	7,446.00	-218.10
50030 - Employer Taxes - State	425.53	476.00	-50.47	1,620.27	952.00	668.27
50035 - Health Insurance	1,721.00	525.00	1,196.00	4,621.00	4,200.00	421.00
50040 - Workers Comp Insurance	0.00	128.00	-128.00	740.14	1,024.00	-283.86
Total 50000 - Personnel	15,841.31	11,559.00	4,282.31	105,818.66	92,802.00	13,016.66
50045 - Operating						
50050 - Rent Office Space	723.00	725.00	-2.00	6,507.00	6,525.00	-18.00
50055 - Storage	145.00	150.00	-5.00	1,160.00	1,200.00	-40.00
50060 - Accounting	1,507.50	1,500.00	7.50	12,055.06	12,000.00	55.06
50065 - Audit	0.00			6,000.00	7,500.00	-1,500.00
50070 - Equipment Purchase	0.00	225.00	-225.00	1,155.50	1,800.00	-644.50
50075 - Intern/Consultant	0.00	700.00	-700.00	4,231.00	5,600.00	-1,369.00

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through February 2012

				TOTAL		
	Feb 12	Budget	Variance	Jul '11 - Feb 12	Budget	Variance
50080 · Bank & Credit Card Charges	10.00	50.00	-40.00	173.22	400.00	-226.78
50085 · Repair and Maintenance	70.00	100.00	-30.00	1,113.32	800.00	313.32
50090 · Office Supplies	100.10	266.00	-165.90	2,388.34	2,128.00	260.34
50095 · Postage and Delivery	45.00	42.00	3.00	133.00	336.00	-203.00
50100 · Printing/Photocopy	17.00	340.00	-323.00	2,830.31	2,720.00	110.31
50120 · Meetings	97.36	250.00	-152.64	965.33	2,000.00	-1,034.67
50125 · Legal	20.00	333.00	-313.00	138.50	2,664.00	-2,525.50
50130 · Telephone & Internet	20.83	445.00	-424.17	3,734.09	3,560.00	174.09
50135 · Parking/Mileage	200.00	200.00	0.00	1,652.99	1,600.00	52.99
50140 · Depreciation	0.00	100.00	-100.00	433.25	800.00	-366.75
50330 · D & O / Liability Insurance	1,125.00			6,665.23	5,938.00	727.23
Total 50045 · Operating	4,080.79	5,426.00	-1,345.21	51,336.14	57,571.00	-6,234.86
51000 · Neighborhood/Promotion						
51520 · City Fest	0.00			92,999.19	87,000.00	5,999.19
51525 · Promotion/Marketing	1,044.66	1,250.00	-205.34	2,771.93	10,000.00	-7,228.07
51526 · Taste	4,000.00	0.00	4,000.00	4,200.00	0.00	4,200.00
51527 · Taste 'N Tinis	0.00			14,206.85	15,000.00	-793.15
51528 · Amazing High Heel Race	0.00			5,000.00		
51530 · Banners	0.00	502.00	-502.00	2,218.95	4,016.00	-1,797.05
51535 · Web Site	234.05	138.00	96.05	674.86	1,104.00	-429.14
51540 · Business Mixers	0.00	320.00	-320.00	600.64	2,560.00	-1,959.36
51545 · Newsletter	0.00	492.00	-492.00	2,424.93	3,936.00	-1,511.07
51555 · Farmer's Market	1,990.61	1,233.00	757.61	19,431.56	10,992.00	8,439.56
51570 · Hillcrest Hoedown.	0.00			41,462.06		
51575 · Pride Flag Project	124.74			9,882.74		
Total 51000 · Neighborhood/Promotion	7,394.06	3,935.00	3,459.06	195,873.71	134,608.00	61,265.71
53000 · Physical Improvements						
53125 · Hillcrest Sign Utilities/Maint.	52.33	100.00	-47.67	353.28	800.00	-446.72
53130 · Security	3,054.25	3,000.00	54.25	25,814.11	24,000.00	1,814.11
53135 · Street Cleaning	4,505.00	3,909.00	596.00	29,969.00	31,272.00	-1,303.00
53137 · Pressure Washing	0.00	0.00	0.00	10,200.67	15,275.00	-5,074.33
53150 · Dumpsters	303.87	300.00	3.87	3,055.96	2,400.00	655.96
53155 · Tree Trimming & Maintenance	425.00	1,946.00	-1,521.00	29,922.39	15,568.00	14,354.39

HBIA
Profit & Loss Budget vs. Actual
 July 2011 through February 2012

				TOTAL		
	Feb 12	Budget	Variance	Jul '11 - Feb 12	Budget	Variance
53160 - Capital Projects	9,584.16	5,000.00	4,584.16	23,602.32	36,000.00	-12,397.68
53165 - Contingency	0.00	4,558.00	-4,558.00	40,035.45	46,111.00	-6,075.55
53170 - Mardi Gras	43,604.40			45,162.40		
Total 53000 - Physical Improvements	<u>61,529.01</u>	<u>18,813.00</u>	<u>42,716.01</u>	<u>208,115.58</u>	<u>171,426.00</u>	<u>36,689.58</u>
Total Expense	<u>88,845.17</u>	<u>39,733.00</u>	<u>49,112.17</u>	<u>561,144.09</u>	<u>456,407.00</u>	<u>104,737.09</u>
	<u>3,940.34</u>	<u>20,880.00</u>	<u>-16,939.66</u>	<u>-2,195.54</u>	<u>-2,506.00</u>	<u>310.46</u>

HBIA
Profit & Loss by Class
 July 2011 through February 2012

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
Income						
40010 - City Fest Income						
Beer & Wine	0.00	25,154.00	0.00	0.00	0.00	25,154.00
Booth	0.00	63,293.00	0.00	0.00	0.00	63,293.00
Grants						
Commission for Arts & Culture	0.00	10,000.00	0.00	0.00	0.00	10,000.00
SBEP City Services	0.00	9,300.48	0.00	0.00	0.00	9,300.48
Total Grants	0.00	19,300.48	0.00	0.00	0.00	19,300.48
Sponsorship						
All Seasons	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Brighter Concepts	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Carmel Partners	0.00	1,750.00	0.00	0.00	0.00	1,750.00
Coamerica	0.00	2,000.00	0.00	0.00	0.00	2,000.00
Coors	0.00	10,000.00	0.00	0.00	0.00	10,000.00
DCSS	0.00	500.00	0.00	0.00	0.00	500.00
Devcon	0.00	1,500.00	0.00	0.00	0.00	1,500.00
PETCO	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Scott Becker	0.00	404.00	0.00	0.00	0.00	404.00
Three Day Blinds	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Young's Market	0.00	3,000.00	0.00	0.00	0.00	3,000.00
Total Sponsorship	0.00	25,154.00	0.00	0.00	0.00	25,154.00
Total 40010 - City Fest Income	0.00	132,901.48	0.00	0.00	0.00	132,901.48
40020 - Farmers Market	122,771.29	0.00	0.00	0.00	0.00	122,771.29
40030 - SBEP	0.00	0.00	0.00	0.00	15,198.10	15,198.10
40040 - MAD	0.00	0.00	0.00	79,572.69	0.00	79,572.69
40050 - BID	0.00	0.00	61,545.09	0.00	0.00	61,545.09
40060 - PROW	259.00	0.00	0.00	0.00	0.00	259.00
40090 - Mardi Gras	75,690.62	0.00	0.00	0.00	0.00	75,690.62
40110 - Taste	1,180.00	0.00	0.00	0.00	0.00	1,180.00
40115 - Taste 'N Tinis	18,367.36	0.00	0.00	0.00	0.00	18,367.36
40120 - Interest	136.50	0.00	0.00	0.00	0.00	136.50
40135 - Hillcrest Hoedown	40,943.68	0.00	0.00	0.00	0.00	40,943.68
40145 - Pride Flag	9,882.74	0.00	0.00	0.00	0.00	9,882.74

HBIA
Profit & Loss by Class
 July 2011 through February 2012

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
40180 - Other Income	500.00	0.00	0.00	0.00	0.00	500.00
Total Income	269,731.19	132,901.48	61,545.09	79,572.69	15,198.10	558,948.55
Expense						
50000 - Personnel						
50005 - Salaries	52,803.39	0.00	24,858.59	0.00	13,947.37	91,609.35
50025 - Employer Taxes - Federal	4,214.51	0.00	1,930.21	0.00	1,083.18	7,227.90
50030 - Employer Taxes - State	1,157.70	0.00	295.02	0.00	167.55	1,620.27
50035 - Health Insurance	4,621.00	0.00	0.00	0.00	0.00	4,621.00
50040 - Workers Comp Insurance	444.08	0.00	296.06	0.00	0.00	740.14
Total 50000 - Personnel	63,240.68	0.00	27,379.88	0.00	15,198.10	105,818.66
50045 - Operating						
50050 - Rent Office Space	3,502.00	0.00	3,005.00	0.00	0.00	6,507.00
50055 - Storage	1,160.00	0.00	0.00	0.00	0.00	1,160.00
50060 - Accounting	12,055.06	0.00	0.00	0.00	0.00	12,055.06
50065 - Audit	0.00	0.00	2,625.00	3,375.00	0.00	6,000.00
50070 - Equipment Purchase	1,155.50	0.00	0.00	0.00	0.00	1,155.50
50075 - Intern/Consultant	4,231.00	0.00	0.00	0.00	0.00	4,231.00
50080 - Bank & Credit Card Charges	173.22	0.00	0.00	0.00	0.00	173.22
50085 - Repair and Maintenance	1,113.32	0.00	0.00	0.00	0.00	1,113.32
50090 - Office Supplies	1,915.11	0.00	473.23	0.00	0.00	2,388.34
50095 - Postage and Delivery	133.00	0.00	0.00	0.00	0.00	133.00
50100 - Printing/Photocopy	1,944.51	0.00	885.80	0.00	0.00	2,830.31
50120 - Meetings	965.33	0.00	0.00	0.00	0.00	965.33
50125 - Legal	138.50	0.00	0.00	0.00	0.00	138.50
50130 - Telephone & Internet	2,572.09	0.00	1,162.00	0.00	0.00	3,734.09
50135 - Parking/Mileage	1,652.99	0.00	0.00	0.00	0.00	1,652.99
50140 - Depreciation	433.25	0.00	0.00	0.00	0.00	433.25
50330 - D & O / Liability Insurance	6,340.23	0.00	325.00	0.00	0.00	6,665.23
Total 50045 - Operating	39,485.11	0.00	8,476.03	3,375.00	0.00	51,336.14
51000 - Neighborhood/Promotion						
51525 - Promotion/Marketing	1,625.43	0.00	1,146.50	0.00	0.00	2,771.93
51526 - Taste	4,200.00	0.00	0.00	0.00	0.00	4,200.00
51527 - Taste 'N Tinis	14,206.85	0.00	0.00	0.00	0.00	14,206.85

HBIA
Profit & Loss by Class
 July 2011 through February 2012

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
51528 · Amazing High Heel Race	5,000.00	0.00	0.00	0.00	0.00	5,000.00
51530 · Banners	811.95	0.00	1,407.00	0.00	0.00	2,218.95
51535 · Web Site	674.86	0.00	0.00	0.00	0.00	674.86
51540 · Business Mixers	600.64	0.00	0.00	0.00	0.00	600.64
51545 · Newsletter	1,850.98	0.00	573.95	0.00	0.00	2,424.93
51555 · Farmer's Market	19,431.56	0.00	0.00	0.00	0.00	19,431.56
51570 · Hillcrest Hoedown.	41,462.06	0.00	0.00	0.00	0.00	41,462.06
51575 · Pride Flag Project	9,882.74	0.00	0.00	0.00	0.00	9,882.74
Total 51000 · Neighborhood/Promotion	<u>99,747.07</u>	<u>0.00</u>	<u>3,127.45</u>	<u>0.00</u>	<u>0.00</u>	<u>102,874.52</u>
51520 · City Fest						
Advertising	0.00	5,593.34	0.00	0.00	0.00	5,593.34
Ambulance	0.00	1,440.00	0.00	0.00	0.00	1,440.00
BID Crew & Equipment	0.00	2,381.33	0.00	0.00	0.00	2,381.33
City Fees (SDPD/Fire)	0.00	13,611.40	0.00	0.00	0.00	13,611.40
Cleaning Fees	0.00	699.50	0.00	0.00	0.00	699.50
Concessions	0.00	6,768.38	0.00	0.00	0.00	6,768.38
Entertainment	0.00	8,072.50	0.00	0.00	0.00	8,072.50
Equipment Rental	0.00	1,907.48	0.00	0.00	0.00	1,907.48
Event Management	0.00	9,990.03	0.00	0.00	0.00	9,990.03
Ice Trailer	0.00	660.66	0.00	0.00	0.00	660.66
Permits	0.00	464.00	0.00	0.00	0.00	464.00
Power	0.00	5,408.86	0.00	0.00	0.00	5,408.86
Promotions	0.00	1,274.31	0.00	0.00	0.00	1,274.31
Radios	0.00	285.00	0.00	0.00	0.00	285.00
Rentals	0.00	5,906.78	0.00	0.00	0.00	5,906.78
Safety Equipment	0.00	3,476.77	0.00	0.00	0.00	3,476.77
Security	0.00	6,176.54	0.00	0.00	0.00	6,176.54
Shuttle Services	0.00	1,195.73	0.00	0.00	0.00	1,195.73
Sound & Lights	0.00	6,140.00	0.00	0.00	0.00	6,140.00
Staging	0.00	4,920.00	0.00	0.00	0.00	4,920.00
Supplies/Printing	0.00	2,289.24	0.00	0.00	0.00	2,289.24
Toilets/Sinks	0.00	4,337.34	0.00	0.00	0.00	4,337.34
Total 51520 · City Fest	<u>0.00</u>	<u>92,999.19</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>92,999.19</u>

53000 · Physical Improvements

HBIA
Profit & Loss by Class
 July 2011 through February 2012

	<u>110 GENERAL</u>	<u>210 CITY FEST</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
53125 · Hillcrest Sign Utilities/Maint.	0.00	0.00	0.00	353.28	0.00	353.28
53130 · Security	0.00	0.00	0.00	25,814.11	0.00	25,814.11
53135 · Street Cleaning	5,276.30	0.00	10,611.22	14,081.48	0.00	29,969.00
53137 · Pressure Washing	0.00	0.00	4,138.67	6,062.00	0.00	10,200.67
53150 · Dumpsters	2,455.96	0.00	0.00	600.00	0.00	3,055.96
53155 · Tree Trimming & Maintenance	6,167.89	0.00	7,811.84	15,942.66	0.00	29,922.39
53160 · Capital Projects	10,258.16	0.00	0.00	13,344.16	0.00	23,602.32
53165 · Contingency	40,035.45	0.00	0.00	0.00	0.00	40,035.45
53170 · Mardi Gras	45,162.40	0.00	0.00	0.00	0.00	45,162.40
Total 53000 · Physical Improvements	<u>109,356.16</u>	<u>0.00</u>	<u>22,561.73</u>	<u>76,197.69</u>	<u>0.00</u>	<u>208,115.58</u>
Total Expense	<u>311,829.02</u>	<u>92,999.19</u>	<u>61,545.09</u>	<u>79,572.69</u>	<u>15,198.10</u>	<u>561,144.09</u>
	<u>-42,097.83</u>	<u>39,902.29</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-2,195.54</u>

510 MAD**Income**

40040 · MAD	\$	90,183.00
MAD Reserve	\$	25,000.00
Total Income	\$	115,183.00

Expense

50065 · Audit	\$	3,375.00
53000 · Physical Improvements		
53125 · Hillcrest Sign Utilities/Maint.	\$	800.00
53130 · Security	\$	36,000.00
53135 · Street Cleaning	\$	14,908.00
Pressure washing	\$	11,200.00
53150 · Dumpsters	\$	900.00
Light Canopy (purchase)	\$	10,000.00
53155 · Tree Trimming & Maintenance	\$	13,000.00
53160 · Capital Projects	\$	25,000.00
53165 · Contingency		
Total 53000 · Special Projects/Events		
Total Expense	\$	115,183.00
Net Income	\$	-

Contracting Agreement

April 10, 2012

This Agreement (the "Agreement") is executed by Hillcrest Business Improvement Association, a California not for profit corporation (hereinafter referred to as "HBA") whose address is 3737 Fifth Avenue San Diego, CA 92103 and McFarlane Promotions (hereinafter referred to as "Consultant"), whose address is 656 Fifth Ave. San Diego, CA 92101. HBA and Consultant are sometimes hereinafter collectively referred to as the "Parties" or individually as a "Party".

Hillcrest Business Association undertakes special events as part of its promotional programs throughout the year and is seeking an event production company to implement elements of these events. CityFest is an annual street fair that will occur on August 12th, 2012 on Fifth Ave. between University Ave. and Brookes St. in San Diego.

Services to be provided

Consultant shall manage the event on behalf of the HBA in accordance with the provisions set forth in Attachment #A attached hereto and made a part hereof for all purposes.

Terms and termination

Either Party may cancel this Agreement at any time after date of signing upon 30 days written notice to the other Party.

Independent contractor status

Consultant is an independent contractor and is not an employee of HBA. Staffing costs relating duties described in Attachment A will be borne by Consultant, including requirements for the provisions of Workers Compensation Insurance and any and all local, state and federal payroll taxes, and any tax liability related to Consultant and their staff.

Governing law

Contractor shall at all times comply with all applicable laws, statutes, ordinances, and regulations of the City, county, state, and federal governments. Subcontractor shall also comply with all notices issued by the City under the authority of all current or future laws, statutes, ordinances, or regulations.

Conflict of interest

Contractor shall comply with all federal, state, and local laws, including conflict of interest laws, statutes, ordinances, regulations, and policies of the City related to public contracts and procurement practices to the extent applicable. HBA and Contractor are unaware of any financial or economic interest of any public officer or employee of the City relating to this agreement. Contractor has been made aware of the HBA's Conflict of Interest policy (attachment B).

Insurance

As required by the City of San Diego, HBA agrees to maintain an insurance policy to cover the CityFest in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and shall name Consultant as an additional insured.

Consultant shall provide Commercial General Liability [CGL] Insurance, naming HBA and the “The City of San Diego, its elected officials, officers, employees, representatives, and agents” as additionally insured in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. The policy shall be kept in force for the duration of the Term and any extended use. Consultant shall have forty-five (45) days from the execution of this Agreement to obtain said insurance and to provide HBA with proof of insurance. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements. If City is made a party to any judicial or administrative proceeding to resolve the dispute between HBA and Consultant, Consultant shall defend and indemnify the City as described herein.

Consultant shall provide workers’ compensation insurance, as required by the laws of the State of California for all of Contractor’s employees who are subject to this Agreement, with employers’ liability coverage with a limit of at least one million dollars (\$1,000,000). It is the responsibility of the Consultant to provide proof of workers compensation insurance to the City or to provide the City with any and all necessary documentation to prove Consultant does not require workers compensation Insurance.

Consultant shall defend, indemnify, protect, and hold harmless the City and HBA, their elected officials, departments, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries resulting from any workers compensation claim or claim for damages or injuries by any employee or sub-contractor of Consultant.

Payment

The HBA will pay a total fee of \$7,500 for the services described in Attachment A. Fifty percent of the fees shall be paid after the signing of this contract and the balance within two weeks of the completion of CityFest 2012.

All bills and invoices from third party contractors will be delivered to HBA within 30 days of the event date. In the case that this does not occur the bills will become the responsibility of the Contractor.

Ownership

Hillcrest CityFest is, and always has been, the property of the HBA. Ownership includes ownership of the name “Hillcrest CityFest”, HBA retains the exclusive rights to sell any HBA related merchandise and tickets and to conduct promotions for any business relating to Hillcrest and the HBA.

Agreements with third parties

Contractor shall disclose and provide copies of all agreements with third parties relating to the project including rental agreements, service contracts, entertainment agreements, sponsorships, in-kind donations, special payments, and mutual benefit arrangements. Unwritten agreements shall be unacceptable.

Marketing, Logos and Sponsor recognition

CityFest logo shall be used on all promotional and signage elements for the event including banners, signs, advertising and otherwise. This event shall be clearly described as "Hillcrest CityFest". Any sponsorship agreements shall not create the impression that the event is owned by any third party. Materials printed prior to the signing of this Agreement are accepted for one year.

Arbitration

If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association under its rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof pursuant to applicable law.

No Joint venture or partnership

This Agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

Integration

This Agreement supersedes all prior or contemporaneous agreements, understandings, promises, representation, and discussions, whether written or oral, or whether expressed, implied or apparent and are hereby deemed merged into and made a part of this Agreement. The terms of this Agreement are contractual and not merely a recital. No waiver or modification of any term of this Agreement shall be valid or binding unless in writing and executed by all of the Parties.

Assignment

This Agreement and the rights and obligations accruing to the Parties hereto shall not be assigned or delegated without the consent of the other Party; and such consent shall not be unreasonably withheld. Notwithstanding the foregoing or any other provision contained herein to the contrary, Consultant may assign this Agreement and all rights pertaining thereto and delegate all of his obligations to a third party upon approval of the board of directors of the HBA.

Equal employment and nondiscriminatory provisions

Consultant shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Consultant's activities pursuant to this Agreement,

including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment. Consultant shall comply with City Council Ordinance No.18173 (San Diego Municipal Code sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated into this Agreement. Consultant is individually responsible to abide by its contents. Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Consultant may be required to comply, and require each of its Subcontractors to comply, with the provisions of the City's Living Wage Ordinance. It is the responsibility of the Consultant to determine if compliance is required. Consultant is required where applicable to comply with the Americans with Disabilities Act, the City of San Diego Drug Free Workplace requirements, and Storm Water Management and Discharge Control Ordinance.

Representations and warranties

Each Party represents and warrants to the other that it has all necessary power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The Agreement has been duly and validly executed and delivered by the Parties and constitutes the valid and binding agreement of that Party, fully enforceable against that Party in accordance with their respective terms. To the best knowledge of each Party, all consents, approvals, orders or authorizations of, or registration, declaring or filing with, any governmental authority in connection with the execution and delivery of the Agreement or the consummation of the transactions contemplated hereby have been obtained.

Supervision

Contractor shall provide supervision adequate to insure that the services rendered pursuant to this agreement are of high quality.

No joint venture or partnership

This agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____, at _____, California.

HILLCREST BUSINESS
ASSOCIATION

CONSULTANT

By: _____
Benjamin Nicholls
Executive Director, HBA
ADDRESS:

By: _____
:

3737 Fifth Avenue, #202
San Diego, CA 92103
(619) 299-3330 Tel.
(619) 299-4230 Fax.

- Attachment A: Scope of services
- Attachment B: Conflict of interest policy

Attachment A: Scope of Services

Consultant agrees to manage Hillcrest CityFest including the following activities:

- All logistical elements such as traffic control security, rental equipment, entertainment, set up, staff management and costs, cleaning and breakdown, street closure signs, no parks and barricades, cleaning, rentals, port a potties, sound equipment, staging, generators, and other elements
- Being on site or having an agent on site at all times to deal with any issues
- Negotiating the best deals on all expenses covered by HBA and agreeing to solicit bids on services if so requested by HBA
- Create a logistics budget for the event
- Attend all event committee meetings
- Send out meeting reminder notices
- Coordinate with the HBA to create an event format
- Secure all necessary permits and licenses for the event
- Create a map for the event with committee assistance
- Work with entertainment volunteer to coordinate all entertainment
- Send out vendor solicitation letters
- Assist in signing up participating vendors for the event to include non-food vendors and arts and craft and other vendors per the clients request
- Create a parking and traffic plan
- Hire and coordinate all necessary and required security for the event
- Obtain all necessary signs and banners, including those needed for street closures, parking lots, etc.
- Arrange all necessary trash removal if needed
- On-site management services
- Troubleshoot before, during and after the event
- Secure production staff for the day of event
- Tape off all vendor placements prior to the event
- Day of event coordination
- Prepare and distribute thank you letters
- Make recommendations to improve the following year's event

HBA agrees to execute the following:

- Pay any and all expenses pre-approved
- Secure sponsors for the event
- Assign a spokesperson with all pre-event promotions, print and media
- Coordinate and be responsible for handling all financial matters for the event, including the event itself
- Assist with securing volunteers for the day of

Attachment B: conflict of interest policy

No contract may be entered into by the Hillcrest Business Association if one of its officers, members, directors, committee members, staff members or volunteers has a

material financial interest in the contract or transaction, except in the following circumstances:

- (1) the material facts as to the contract or transaction and as to the party's interest are fully disclosed or known to the member, board or committee voting on the matter;
- (2) the contract or transaction is approved by the members, board or committee in good faith, by a vote sufficient without counting the vote of the interested party or parties;
- (3) the interested party or parties abstains from voting on the matter;
- (4) the contract or transaction is just and reasonable to the Hillcrest Business Association at the time it was authorized, approved or ratified;
- (5) the interested party or parties shall not actively participate in the decision about the contract or transaction, except to answer questions or provide a broad explanation;
- (6) the action is recorded in meeting minutes, noting which members voted, how the members voted, and identifying any members who abstained from voting.

A violation of any provision of this policy shall be grounds for removal of the officers, directors, members, committee members, staff members or volunteers from their positions with the HBA. A contract or transaction entered into in violation of this Conflict of Interest Policy shall be void and unenforceable.



Memorandum Message

To: Board of Directors

From: HBA Staff

Date: 4-6-12

Fax:

Phone:

Subject: Pride Street Party

Number of pages (incl. cover): 1

For Review

~~!Urgent!~~ ~~—————~~ ~~Please Discard~~ ~~—————~~ ~~Confidential~~

San Diego Pride has approached the HBA requesting a partnership on an event to celebrate opening of Pride weekend. The event would occur on 7/20/12 which is the Friday night before Pride. HBA will produce the event. It will be a ticketed nightlife street party event between the hours of 5:30pm and 11pm. Profit or losses would be split between HBA and Pride.

This event will impact HBA's financial and staff resources, however it is an opportunity to take advantage of the many customers for pride and build a new event. Staff has determined the following elements that would have to occur in order for HBA to move forward with this opportunity:

- Pride would have to promote the event alongside all other Pride promotions
- Pride would have to agree to appropriate recognition of flag donors at Stonewall Rally and flag raising event
- Pride would have to work with HBA on logistics costs so that HBA would benefit from existing Pride contracts
- Pride would have to allow HBA to negotiate with existing Pride sponsors or allow alternative sponsors for the HBA event
- Pride would have to agree not to sponsor any other events outside of Hillcrest that night
- HBA would have to work with Pride's logistics coordinator to ensure Friday evening activities fit seamlessly into Saturday morning activities
- Hillcrest entertainment venues would have to be in support with donations, joint cover opportunities, and entertainment and promotional support

Hillcrest Business Association
3737 Fifth Ave. #202, San Diego, CA 92103
p:(619) 299-3330 f: (619) 299-4230



Memorandum Message

To: Board of Directors
Date: March 29, 2012
Subject: Partnership with GSDBA on
"Hillcrest Concierge Scavenger
Hunt"

From: Marketing Committee
Fax:
Phone:
Number of pages (incl. cover):

For Review ~~!Urgent!~~ ~~Please Discard~~ ~~Confidential~~

At our March 2012 meeting, the Marketing Committee discussed opportunities to promote the neighborhood of Hillcrest to the tourist industry of San Diego. An idea surfaced from the group that each member was in support of: an event that brings the concierge community into the business district of Hillcrest. Once in Hillcrest we'd capitalize on concierge presence by educating and exposing them to the unique and attractive offerings that Hillcrest provides as a destination neighborhood.

The committee recognizes the advantages of this idea but is also confronted with the realities of the staff time, creativity and financial resources that would need to be allocated for a successful event.

The committee proposes working with the GSDBA in order to produce an event that achieves the goals stated above. The event would follow a friendly scavenger hunt formula, whereby concierges would move through the neighborhood enjoying themselves and stopping at businesses along the way to complete tasks in order to 'get to know Hillcrest'.

In discussing the opportunity of partnership with the GSDBA, the committee agreed that working alongside the GSDBA to support the event would be the best idea. The HBA would partner with the GSDBA by providing structural support via staff resources and staff time for event production, and by connecting and facilitating business relationships as 'stops along the way' in the event. If this event proves successful and advantageous to the concierge community, the GSDBA would likely take this model work with other neighborhoods in the future, but would return to Hillcrest and work with the HBA periodically as needed.

At this time no financial resources other than staff time have been recommended by the Marketing Committee. The committee will continue to work on production details and provide updates to the board.

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