



Hillcrest Business Association
Board of Directors Meeting
Public Meeting
May 8, 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. Presentation from HTC concerning homeless strategy	S. Cute	10 minutes
2. Approval of the FY13 organizational budget ³	G. Younger	10 minutes
3. Review and approval of manager contract for Hillcrest Farmers Market ⁴	N. Moede	10 minutes
4. Contract to install flower baskets throughout Hillcrest ⁵	B. Nicholls	5 minutes
Information items:		
1. Parking Committee report	N. Moede	5 minutes
2. Marketing Committee report	A. Capano	5 minutes
3. Special Events Committee report	J. Hale	5 minutes

Attachments:

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|-------------------------------|---------------------------------------|
| 1. April 2012 minutes | 4. Market manager contract |
| 2. March 2012 financials | 5. Contract to install flower baskets |
| 3. FY13 organizational budget | |
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BOARD OF DIRECTORS MEETING MINUTES

Tuesday, April 10, 2012
Joyce Beers Community Center
1220 Cleveland Ave., San Diego, CA 92103

Board members in attendance: Reem Ali, Ron Baranov, Michael Brennan, Amy Capano, Jillian DiCola, Pete Katz, Nick Moede, Alonzo Ortiz, Michael Wright, Dalour Younan, Glenn Younger

Board members absent: Sean Cute, Jonathan Hale

Others in attendance: Matt Harding

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

Public Comment

- M. Wright stated he has noticed an increase in severely mentally ill people walking around Hillcrest in the last two months.

President's report

- N. Moede stated that the Taste of Hillcrest is coming up on April 21.

Executive Directors report

- B. Nicholls reported that the Pride Flag Project is scheduled to be presented this Thursday at the Planning Commission and then May 15 at City Council. He also stated that the HBA will host a Curbside Chat coming up on Tuesday, April 17.

Informational items

- N. Moede reported that the Uptown Community Parking District hired its first staff member. He stated that the next Parking Committee Meeting will occur on Wednesday, April 25 at 3:30 PM at the HBA Office.
- 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, and 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 over 50 restaurants have signed up thus far and six TV news spots have been booked. She also reported that staff attended the National Mainstreet Conference and distributed a handout with key points from the conference, she stated that the Marketing Committee recommends that HBA representatives be in attendance again next year.
- B. Nicholls reported that the Special Events Committee met two weeks ago and that CityFest has exceeded its sponsorship goals.

Action items



- N. Moede presented the consent agenda, which included the March 2012 Board of Directors' meeting minutes with stated edits and the February 2012 organizational financials.
 - Motion to approve the March 2012 Board of Directors meeting minutes and the February 2012 organizational financials. N. Moede / D. Younan. 11/0/0. The motion passed unanimously.
- N. Moede stated that The Amazing High Heel Race is scheduled to occur on Saturday, June 16, 2012.
 - Motion to approve The Amazing High Heel Race. N. Moede / M. Wright. 11/0/0.
- P. Katz stated the MAD Committee has been working on the FY2013 budget and it includes some funding for a major project for a light canopy above University Avenue between Fifth Avenue and Fourth Avenue.
 - Motion to approve the FY2013 budget. P. Katz / R. Baranov. 11/0/0. The motion passed unanimously.
- N. Moede presented the CityFest 2012 logistics contract.
 - Motion to approve the logistics contract for CityFest 2012. G. Younger / D. Younan. 11/0/0. The motion passed unanimously.
- P. Katz stated that the MAD Committee has been working on plans to make alleyway improvements from Robinson Avenue to Washington Street between Fifth Avenue and Fourth Avenue. The committee is looking for authorization to approve staff time on creating a district that would be financially responsible for the improvements.
 - Motion to endorse staff time on creating a special district to serve the alleyway improvements. G. Younger / M. Brennan. 11/0/0. The motion passed unanimously.
- N. Moede stated the HBA will be holding a flag raising ceremony on the Friday of San Diego Pride 2012 weekend and has been asked to partner with San Diego Pride to throw a street party at the intersection of Normal Street and University Avenue.
 - Motion to support the concept of partnering San Diego Pride on a Friday night street party for San Diego Pride 2012 with a maximum HBA input of \$30,000. G. Younger / R. Baranov. 10/0/1. The motion passed. N. Moede abstained.
- A. Capano stated that the Marketing Committee recommends the HBA partner with the GSDBA on a concierge scavenger hunt in Hillcrest. She stated that no HBA funds would be needed and only staff support for promotions and planning would be needed.
 - Motion to approve partnering with the GSDBA to hold a concierge scavenger hunt in Hillcrest. P. Katz / G. Younger. 11/0/0. The motion passed unanimously.
- N. Moede stated that the HBA had previously been approached to support an exit ramp off SR-163. He stated that this is in line with recommendations from the Hillcrest 2.0 forums held in 2010-2011.
 - Motion to support a SR-163 off ramp. N. Moede / A. Capano. 11/0/0. The motion passed unanimously.



The meeting adjourned at 6:12 p.m.

HBIA
Balance Sheet
As of March 31, 2012

	Mar 31, 12
ASSETS	
Current Assets	
Checking/Savings	
10020 - CHASE - Checking	3.16
10025 - CA. Bank & Trust	40,997.20
10035 - Comerica - Checking	216,583.99
10040 - CHASE - Money Market	
General	75,243.13
Pride Flag	5,397.42
Total 10040 - CHASE - Money Market	80,640.55
Total Checking/Savings	338,224.90
Accounts Receivable	
12000 - Accounts Receivable	7,917.00
Total Accounts Receivable	7,917.00
Other Current Assets	
10115 - SBEP City Services	4,940.90
10125 - MAD Receivable	31,484.32
10135 - City Fest Receivable	9,300.48
10145 - Farmers Market Receivable	3,754.19
10155 - Prepaid Expense	2,833.57
10165 - Workers Compensation Deposit	842.00
Total Other Current Assets	53,155.46
Total Current Assets	399,297.36
Fixed Assets	
10200 - Office Furniture & Equipment	13,139.00
10220 - Accumulated Depreciation	-12,012.55
Total Fixed Assets	1,126.45
TOTAL ASSETS	400,423.81

HBIA
Balance Sheet
As of March 31, 2012

Mar 31, 12

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

20215 · BID Assessment	197.36
20225 · SBEP Advance	6,957.28
20230 · Sales Tax Payable	2,696.71
20235 · City Fest Deferred Revenue	8,124.85
20240 · Deferred Revenue	318.54
21000 · Payroll Liabilities	
Vacation Payable	<u>2,073.74</u>
Total 21000 · Payroll Liabilities	<u>2,073.74</u>

Total Other Current Liabilities 20,368.48

Total Current Liabilities 20,368.48

Total Liabilities 20,368.48

Equity

31100 · Unrestricted Net Assets	373,344.28
Net Income	<u>6,711.05</u>
Total Equity	<u>380,055.33</u>

TOTAL LIABILITIES & EQUITY 400,423.81

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

				TOTAL		
	Mar 12	Budget	Variance	Jul '11 - Mar 12	Budget	Variance
Income						
40010 - City Fest Income	0.00			132,901.48	130,000.00	2,901.48
40020 - Farmers Market	12,285.28	12,580.00	-294.72	135,056.57	113,220.00	21,836.57
40030 - SBEP	2,148.62	2,185.00	-36.38	17,346.72	15,043.00	2,303.72
40040 - MAD	7,401.92	1,333.00	6,068.92	86,974.61	83,780.00	3,194.61
40045 - MAD Reserve	0.00	4,084.00	-4,084.00	0.00	12,748.00	-12,748.00
40050 - BID	13,343.87	8,794.00	4,549.87	74,888.96	78,676.00	-3,787.04
40060 - PROW	0.00			259.00		
40080 - Newsletter/Advertising	0.00	80.00	-80.00	0.00	720.00	-720.00
40090 - Mardi Gras	8,861.00	7,000.00	1,861.00	84,551.62	17,000.00	67,551.62
40110 - Taste	0.00	10,000.00	-10,000.00	1,180.00	27,250.00	-26,070.00
40115 - Taste 'N Tinis	2,000.00			20,367.36	17,000.00	3,367.36
40120 - Interest	6.30	100.00	-93.70	142.80	900.00	-757.20
40135 - Hillcrest Hoedown	0.00			39,943.68		
40140 - Banner Space	2,317.00	300.00	2,017.00	2,317.00	2,700.00	-383.00
40145 - Pride Flag	5,117.26			15,000.00		
40180 - Other Income	3,330.66	165.00	3,165.66	3,830.66	1,485.00	2,345.66
Total Income	56,811.91	46,621.00	10,190.91	614,760.46	500,522.00	114,238.46
Expense						
50000 - Personnel						
50005 - Salaries	12,683.35	9,459.00	3,224.35	104,292.70	88,639.00	15,653.70
50025 - Employer Taxes - Federal	981.48	971.00	10.48	8,209.38	8,417.00	-207.62
50030 - Employer Taxes - State	115.73	470.00	-354.27	1,736.00	1,422.00	314.00
50035 - Health Insurance	0.00	525.00	-525.00	4,621.00	4,725.00	-104.00
50040 - Workers Comp Insurance	914.21	128.00	786.21	1,654.35	1,152.00	502.35
Total 50000 - Personnel	14,694.77	11,553.00	3,141.77	120,513.43	104,355.00	16,158.43
50045 - Operating						
50050 - Rent Office Space	723.00	725.00	-2.00	7,230.00	7,250.00	-20.00
50055 - Storage	145.00	150.00	-5.00	1,305.00	1,350.00	-45.00
50060 - Accounting	1,508.70	1,500.00	8.70	13,563.76	13,500.00	63.76
50065 - Audit	0.00			6,000.00	7,500.00	-1,500.00
50070 - Equipment Purchase	998.49	225.00	773.49	2,153.99	2,025.00	128.99
50075 - Intern/Consultant	810.00	700.00	110.00	5,041.00	6,300.00	-1,259.00

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

				TOTAL		
	Mar 12	Budget	Variance	Jul '11 - Mar 12	Budget	Variance
50080 - Bank & Credit Card Charges	78.00	50.00	28.00	251.22	450.00	-198.78
50085 - Repair and Maintenance	370.00	100.00	270.00	1,483.32	900.00	583.32
50090 - Office Supplies	387.78	266.00	121.78	2,776.12	2,394.00	382.12
50095 - Postage and Delivery	49.95	42.00	7.95	182.95	378.00	-195.05
50100 - Printing/Photocopy	0.00	340.00	-340.00	2,830.31	3,060.00	-229.69
50120 - Meetings	0.00	250.00	-250.00	965.33	2,250.00	-1,284.67
50125 - Legal	0.00	333.00	-333.00	138.50	2,997.00	-2,858.50
50130 - Telephone & Internet	1,030.91	445.00	585.91	4,765.00	4,005.00	760.00
50135 - Parking/Mileage	200.00	200.00	0.00	1,852.99	1,800.00	52.99
50140 - Depreciation	0.00	100.00	-100.00	433.25	900.00	-466.75
50330 - D & O / Liability Insurance	-85.23			6,580.00	5,938.00	642.00
Total 50045 - Operating	6,216.60	5,426.00	790.60	57,552.74	62,997.00	-5,444.26
51000 - Neighborhood/Promotion						
51520 - CityFest	0.00			92,999.19	87,000.00	5,999.19
51525 - Promotion/Marketing	422.41	1,250.00	-827.59	3,194.34	11,250.00	-8,055.66
51526 - Taste	0.00	3,850.00	-3,850.00	4,200.00	3,850.00	350.00
51527 - Taste 'N Tinis	0.00			14,206.85	15,000.00	-793.15
51528 - Amazing High Heel Race	-5,000.00			0.00		
51530 - Banners	700.00	502.00	198.00	2,918.95	4,518.00	-1,599.05
51535 - Web Site	281.66	138.00	143.66	956.52	1,242.00	-285.48
51540 - Business Mixers	1,348.69	320.00	1,028.69	1,949.33	2,880.00	-930.67
51545 - Newsletter	1,172.08	492.00	680.08	3,597.01	4,428.00	-830.99
51555 - Farmer's Market	3,832.75	1,233.00	2,599.75	23,264.31	12,225.00	11,039.31
51570 - Hillcrest Hoedown.	-395.61			41,066.45		
51575 - Pride Flag Project	5,686.33			15,569.07		
Total 51000 - Neighborhood/Promotion	8,048.31	7,785.00	263.31	203,922.02	142,393.00	61,529.02
53000 - Physical Improvements						
53125 - Hillcrest Sign Utilities/Maint.	53.92	100.00	-46.08	407.20	900.00	-492.80
53130 - Security	3,278.50	3,000.00	278.50	29,092.61	27,000.00	2,092.61
53135 - Street Cleaning	4,505.00	3,909.00	596.00	34,474.00	35,181.00	-707.00
53137 - Pressure Washing	2,000.00	1,264.00	736.00	12,200.67	16,539.00	-4,338.33
53150 - Dumpsters	613.53	300.00	313.53	3,669.49	2,700.00	969.49
53155 - Tree Trimming & Maintenance	425.00	1,946.00	-1,521.00	30,347.39	17,514.00	12,833.39

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

				TOTAL		
	<u>Mar 12</u>	<u>Budget</u>	<u>Variance</u>	<u>Jul '11 - Mar 12</u>	<u>Budget</u>	<u>Variance</u>
53160 - Capital Projects	1,687.00	0.00	1,687.00	25,289.32	36,000.00	-10,710.68
53165 - Contingency	0.00	4,558.00	-4,558.00	40,035.45	50,669.00	-10,633.55
53170 - Mardi Gras	5,382.69			50,545.09		
Total 53000 - Physical Improvements	<u>17,945.64</u>	<u>15,077.00</u>	<u>2,868.64</u>	<u>226,061.22</u>	<u>186,503.00</u>	<u>39,558.22</u>
Total Expense	<u>46,905.32</u>	<u>39,841.00</u>	<u>7,064.32</u>	<u>608,049.41</u>	<u>496,248.00</u>	<u>111,801.41</u>
	<u>9,906.59</u>	<u>6,780.00</u>	<u>3,126.59</u>	<u>6,711.05</u>	<u>4,274.00</u>	<u>2,437.05</u>

HBIA
Profit & Loss by Class
 July 2011 through March 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	<u>0.00</u>	<u>19,300.48</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,300.48</u>
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	<u>0.00</u>	<u>25,154.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,154.00</u>
Total 40010 - City Fest Income	0.00	132,901.48	0.00	0.00	0.00	132,901.48
40020 - Farmers Market	135,056.57	0.00	0.00	0.00	0.00	135,056.57
40030 - SBEP	0.00	0.00	0.00	0.00	17,346.72	17,346.72
40040 - MAD	0.00	0.00	0.00	86,974.61	0.00	86,974.61
40050 - BID	0.00	0.00	74,888.96	0.00	0.00	74,888.96
40060 - PROW	259.00	0.00	0.00	0.00	0.00	259.00
40090 - Mardi Gras	84,551.62	0.00	0.00	0.00	0.00	84,551.62
40110 - Taste	1,180.00	0.00	0.00	0.00	0.00	1,180.00
40115 - Taste 'N Tinis	20,367.36	0.00	0.00	0.00	0.00	20,367.36
40120 - Interest	142.80	0.00	0.00	0.00	0.00	142.80
40135 - Hillcrest Hoedown	39,943.68	0.00	0.00	0.00	0.00	39,943.68
40140 - Banner Space	2,317.00	0.00	0.00	0.00	0.00	2,317.00

HBIA
Profit & Loss by Class
 July 2011 through March 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>
40145 · Pride Flag	15,000.00	0.00	0.00	0.00	0.00	15,000.00
40180 · Other Income	3,830.66	0.00	0.00	0.00	0.00	3,830.66
Total Income	302,648.69	132,901.48	74,888.96	86,974.61	17,346.72	614,760.46
Expense						
50000 · Personnel						
50005 · Salaries	58,588.99	0.00	29,931.33	0.00	15,772.38	104,292.70
50025 · Employer Taxes - Federal	4,668.31	0.00	2,318.28	0.00	1,222.79	8,209.38
50030 · Employer Taxes - State	1,273.43	0.00	295.02	0.00	167.55	1,736.00
50035 · Health Insurance	4,621.00	0.00	0.00	0.00	0.00	4,621.00
50040 · Workers Comp Insurance	955.01	0.00	515.34	0.00	184.00	1,654.35
Total 50000 · Personnel	70,106.74	0.00	33,059.97	0.00	17,346.72	120,513.43
50045 · Operating						
50050 · Rent Office Space	3,791.00	0.00	3,439.00	0.00	0.00	7,230.00
50055 · Storage	1,305.00	0.00	0.00	0.00	0.00	1,305.00
50060 · Accounting	13,563.76	0.00	0.00	0.00	0.00	13,563.76
50065 · Audit	0.00	0.00	2,625.00	3,375.00	0.00	6,000.00
50070 · Equipment Purchase	2,153.99	0.00	0.00	0.00	0.00	2,153.99
50075 · Intern/Consultant	5,041.00	0.00	0.00	0.00	0.00	5,041.00
50080 · Bank & Credit Card Charges	251.22	0.00	0.00	0.00	0.00	251.22
50085 · Repair and Maintenance	1,483.32	0.00	0.00	0.00	0.00	1,483.32
50090 · Office Supplies	2,302.89	0.00	473.23	0.00	0.00	2,776.12
50095 · Postage and Delivery	182.95	0.00	0.00	0.00	0.00	182.95
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	2,942.80	0.00	1,822.20	0.00	0.00	4,765.00
50135 · Parking/Mileage	1,852.99	0.00	0.00	0.00	0.00	1,852.99
50140 · Depreciation	433.25	0.00	0.00	0.00	0.00	433.25
50330 · D & O / Liability Insurance	6,255.00	0.00	325.00	0.00	0.00	6,580.00
Total 50045 · Operating	44,607.51	0.00	9,570.23	3,375.00	0.00	57,552.74
51000 · Neighborhood/Promotion						
51525 · Promotion/Marketing	2,047.84	0.00	1,146.50	0.00	0.00	3,194.34
51526 · Taste	4,200.00	0.00	0.00	0.00	0.00	4,200.00

HBIA
Profit & Loss by Class
 July 2011 through March 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>
51527 - Taste 'N Tinis	14,206.85	0.00	0.00	0.00	0.00	14,206.85
51530 - Banners	811.95	0.00	2,107.00	0.00	0.00	2,918.95
51535 - Web Site	956.52	0.00	0.00	0.00	0.00	956.52
51540 - Business Mixers	1,949.33	0.00	0.00	0.00	0.00	1,949.33
51545 - Newsletter	1,850.98	0.00	1,746.03	0.00	0.00	3,597.01
51555 - Farmer's Market	23,264.31	0.00	0.00	0.00	0.00	23,264.31
51570 - Hillcrest Hoedown.	41,066.45	0.00	0.00	0.00	0.00	41,066.45
51575 - Pride Flag Project	15,569.07	0.00	0.00	0.00	0.00	15,569.07
Total 51000 - Neighborhood/Promotion	105,923.30	0.00	4,999.53	0.00	0.00	110,922.83
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	0.00	92,999.19	0.00	0.00	0.00	92,999.19

53000 - Physical Improvements

HBIA
Profit & Loss by Class
 July 2011 through March 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	407.20	0.00	407.20
53130 · Security	0.00	0.00	0.00	29,092.61	0.00	29,092.61
53135 · Street Cleaning	5,276.30	0.00	14,308.72	14,888.98	0.00	34,474.00
53137 · Pressure Washing	0.00	0.00	5,138.67	7,062.00	0.00	12,200.67
53150 · Dumpsters	2,919.49	0.00	0.00	750.00	0.00	3,669.49
53155 · Tree Trimming & Maintenance	6,167.89	0.00	7,811.84	16,367.66	0.00	30,347.39
53160 · Capital Projects	10,258.16	0.00	0.00	15,031.16	0.00	25,289.32
53165 · Contingency	40,035.45	0.00	0.00	0.00	0.00	40,035.45
53170 · Mardi Gras	50,545.09	0.00	0.00	0.00	0.00	50,545.09
Total 53000 · Physical Improvements	<u>115,202.38</u>	<u>0.00</u>	<u>27,259.23</u>	<u>83,599.61</u>	<u>0.00</u>	<u>226,061.22</u>
Total Expense	<u>335,839.93</u>	<u>92,999.19</u>	<u>74,888.96</u>	<u>86,974.61</u>	<u>17,346.72</u>	<u>608,049.41</u>
	<u>-33,191.24</u>	<u>39,902.29</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,711.05</u>

	Total budgeted FY 12	FY 13	110 GENERAL	510 MAD	210 Special Events	BID Detail	610 SBEP	Notes
Income								
40010 · City Fest	\$ 130,000.00	\$ 130,000.00			\$ 130,000.00			
40020 · Farmers Market	\$ 151,000.00	\$ 160,000.00	\$ 160,000.00					
40030 · SBEP	\$ 21,400.00	\$ 21,400.00					\$ 21,400.00	
40040 · MAD	\$ 90,183.00	\$ 90,183.00		\$ 90,183.00				
MAD Reserve	\$ 25,000.00	\$ 25,000.00		\$ 25,000.00				
40050 · BID	\$ 114,000.00	\$ 114,000.00				\$ 114,000.00		
BID carry forward		\$ 28,000.00				\$ 28,000.00		
40080 · Newsletter/Advertising	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00					
40090 · Mardi Gras	\$ 17,000.00	\$ 78,900.00			\$ 78,900.00			
40110 · Taste	\$ 34,500.00	\$ 34,500.00			\$ 34,500.00			
Taste 'n Tinis	\$ 17,000.00	\$ 17,000.00			\$ 17,000.00			
Hillcrest Hoedown		\$ 38,700.00			\$ 38,700.00			
High Heel Race		\$ 7,000.00			\$ 7,000.00			
40120 · Interest	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00					
40140 · Banner space rental	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00					
Hillcrest Map		\$ 4,300.00	\$ 4,300.00					
40180 · Other Income	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00					
Total Income	\$ 612,283.00	\$ 761,183.00	\$ 176,500.00	\$ 115,183.00	\$ 306,100.00	\$ 142,000.00	\$ 21,400.00	
Expense								
50000 · Personnel								
50005 · Salaries	\$ 117,000.00	\$ 157,000.00	\$ 60,100.00		\$ 40,000.00	\$ 35,500.00	\$ 21,400.00	1
50025 · Employer Taxes - Federal	\$ 11,349.00	\$ 17,023.50	\$ 8,633.00		\$ 5,674.00	\$ 2,716.00		
50030 · Employer Taxes - State	\$ 1,521.00	\$ 2,281.00	\$ 1,141.00		\$ 760.00	\$ 380.00		
50035 · Health Insurance	\$ 6,300.00	\$ 9,450.00	\$ 6,300.00		\$ 3,150.00			
50040 · Workers Comp Insurance	\$ 1,540.00	\$ 2,310.00	\$ 1,160.00		\$ 770.00	\$ 380.00		
50045 · Operating								
50050 · Rent Office Space	\$ 8,700.00	\$ 8,700.00	\$ 4,700.00			\$ 4,000.00		2
50055 · Storage	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00					5
50060 · Accounting	\$ 18,000.00	\$ 22,000.00	\$ 12,000.00		\$ 4,000.00	\$ 6,000.00		
50065 · Audit	\$ 7,500.00	\$ 7,500.00	\$ 1,125.00	\$ 3,375.00		\$ 3,000.00		
50070 · Equipment Purchase	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00					
50075 · Consultants/Interns	\$8,000.00	\$ 5,000.00			\$ 5,000.00			
50080 · Bank & Credit Card Charges	\$600.00	\$ 600.00	\$ 600.00					
50085 · Repair / Maintenance / Cleanin	\$1,200.00	\$ 1,200.00	\$ 1,200.00					
50090 · Office Supplies	\$3,200.00	\$ 3,200.00	\$ 1,800.00			\$ 1,400.00		
50095 · Postage and Delivery	\$500.00	\$ 500.00	\$ 500.00					
50100 · Printing/Photocopy	\$4,080.00	\$ 4,080.00	\$ 2,280.00			\$ 1,800.00		
50105 · Permits	\$3,000.00							
50110 · Dues/Subscriptions	\$2,000.00							
50115 · Staff Development	\$5,350.00		\$ -					
50120 · Meetings	\$ 3,000.00	\$ 3,000.00	\$ 2,180.00			\$ 820.00		
50125 · Legal	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00					

50130 · Telephone & Internet	\$	5,350.00	\$	5,350.00	\$	3,350.00		\$	2,000.00					
50135 · Parking/Mileage	\$	2,400.00	\$	2,400.00	\$	2,400.00								
50140 · Depreciation	\$	1,200.00	\$	1,200.00	\$	1,200.00								
50220 · Insurance	\$	7,062.00	\$	7,062.00	\$	3,158.00		\$	3,904.00					
51000 · Outreach/Promotion										3				
51525 · Promotion/Marketing/Campaig	\$	15,000.00	\$	24,400.00	\$	9,500.00		\$	14,900.00	7				
51530 · Banners	\$	6,000.00	\$	3,600.00	\$	3,600.00								
51535 · Web Site-communications	\$	1,660.00	\$	1,000.00	\$	200.00		\$	800.00					
Hillcrest Map			\$	4,300.00	\$	4,300.00								
Farmers Market	\$	14,800.00	\$	14,800.00	\$	14,800.00								
53170 · Mardi Gras			\$	48,991.00			\$	48,991.00						
mardi gras profit share			\$	15,000.00			\$	15,000.00						
Hillcrest Hoedown			\$	36,500.00			\$	36,500.00						
High Heel Race			\$	2,000.00			\$	2,000.00						
Taste 'n Tinis	\$	15,000.00	\$	15,000.00	\$	15,000.00								
51520 · City Fest	\$	81,000.00	\$	85,000.00			\$	85,000.00						
53140 · Taste	\$	7,700.00	\$	7,700.00	\$	7,700.00								
51540 · Business Open House	\$	3,850.00	\$	2,000.00				\$	2,000.00					
51545 · Newsletter	\$	5,900.00	\$	3,800.00				\$	3,800.00					
Total 51000 · Outreach/Promotion														
53000 · Physical Improvements										4				
53125 · Hillcrest Sign Utilities/Maint.	\$	1,200.00	\$	800.00			\$	800.00						
53130 · Security	\$	36,000.00	\$	36,000.00			\$	36,000.00						
53135 · Street Cleaning	\$	46,908.00	\$	46,908.00	\$	12,000.00	\$	14,908.00	\$	20,000.00				
Pressure washing	\$	12,000.00	\$	24,000.00	\$	3,850.00	\$	11,200.00	\$	8,950.00				
53150 · Dumpsters	\$	3,600.00	\$	3,600.00	\$	700.00	\$	900.00	\$	2,000.00				
Flower Baskets (purchase)			\$	26,000.00	\$	20,904.00			\$	5,096.00				
53155 · Tree Trimming & Maintenance	\$	23,360.00	\$	23,360.00	\$	806.00	\$	13,000.00	\$	9,554.00				
53160 · Capital Projects	\$	36,000.00	\$	25,000.00			\$	25,000.00						
Special Projects			\$	85,000.00	\$	75,000.00	\$	10,000.00						
53165 · Contingency	\$	57,275.00	\$	51,757.50	\$	38,757.50		\$	13,000.00					
Total Expense	\$	592,605.00	\$	852,873.00	\$	327,444.50	\$	115,183.00	\$	246,845.00	\$	142,000.00	\$	21,400.00
Net Income	\$	612,283.00	\$	761,183.00	\$	(150,944.50)	\$	-	\$	59,255.00	\$	-	\$	-
Budget Notes:	\$	19,678.00	\$	(91,690.00)										
1 Salaries														
2 Operations														
3 Promotions and Marketing														
4 Beautification														
5 Note: 46% of the organization's rent is funded by the BID														
6 Overall organizational reserve set at three months of operating														
7 Includes: Shop Hillcrest, Fabulous Hillcrest, & business recruitment campaigns														
8 MAD funds to be used for light canopy project														

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CONTRATING AGREEMENT

May 10, 2012

This agreement is executed by Brewer Lawn and Landscape, a California corporation (hereinafter "Contractor") at 1829 Royston Drv., San Diego, CA 92154 and Hillcrest Business Association (hereinafter "HBA"), whose address is 3737 Fifth Avenue San Diego, CA 92103, with respect to the following facts:

Recitals

- A. The City of San Diego, though not a party to this agreement is referred to in this agreement as "The City".
- B. HBA desires to have Contractor provide specified services as outlined in attachment A.
- C. HBA has engaged with the property owner, The City of Sand Diego, by contract to provide a variety of services as outlined by City Ordinances and Contracts.

The parties hereby enter into the following agreement:

Agreement

Please refer to Attachment # A for Scope of Work.

Fees and Payments

- A. HBA shall pay to Contractor the amount(s) for service rendered pursuant to this agreement, per Attachment # A.
- B. The total amount indicated in Attachment #A shall be paid by invoice. 50% of contracted fee shall be paid at the beginning of the project and the balance shall be paid by invoice as elements of the scope are completed.

Other Considerations

Term

The term of this agreement shall be one year from the date of its execution. All tasks shall be completed within the period of the contract.

Independent contractor status Contractor is not an employee of the City or HBA. All staff costs relating to the agreement must be borne by Contractor. Contractor shall have no authority to bind the City or HBA in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the City or HBA. Signing this agreement does not assign any rights, obligations, and/or duties of HBA under this agreement to any third party. This agreement does not create a contractual relationship between the City or HBA and any third party.

It is understood and agreed that by virtue of entering into this agreement, Contractor and/or its employees shall not become employees of HBA. Rather, Contractor shall have the status of an independent Contractor. HBA shall make no deductions of any kind from any consideration paid Contractor, including but not limited to state, federal and local taxes, social security, etc. HBA shall not be required to secure workers compensation or any other insurance or benefit for

Contractor except as may be expressly provided herein. Contractor shall maintain general discretion and control over the manner in which the services required hereunder are performed. Nothing herein shall be construed or interpreted to prohibit Contractor from entering into similar or dissimilar agreements with other parties or entities, provided that Contractor shall devote all time reasonably necessary to fully perform its obligations hereunder.

Materials, supplies and equipment. Contractor shall furnish all materials, supplies and equipment necessary to fully perform the services specified herein.

Authorization. HBA hereby represents and warrants that if not the owner of the Premises, or the HBA is fully authorized by the owner to enter into this agreement.

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

Inclement conditions, other disruptive factors. HBA hereby acknowledges that rain, strong winds and other inclement conditions may impair the ability of Contractor to provide required services. For example, if sweeping is included in the agreement, power sweepers, blowers and brooms are ineffective on wet surfaces. Similarly, heavy rains may prevent strict adherence to landscaping maintenance schedules. Additionally, trash removal services personnel frequently leave dumpsters in disarray, and tenants are not always careful and tidy when depositing trash or breaking down boxes in dumpsters. See also, Section 19 below, Force Majeure.

Assignment. HBA or Contractor may not assign any rights or obligations hereunder without the prior, express written consent of both parties. This agreement shall be binding on and inure to the benefit of the successors, assigns and personal representatives of the parties.

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.

Notices. Any notice to a party required or permitted hereunder shall be deemed given on the date of delivery if personally served, or on the third day after mailing if mailed. Any notice by mail shall be first class or airmail, postage prepaid, certified mail (return receipt requested) and sent to the address indicated by the signature of the party on this Agreement, or to the most recent address given the sender by written notice from that party.

Waivers. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or of any other provision.

Entire agreement, amendment. This instrument contains the entire Agreement of the parties, and supersedes any and all prior representations, negotiations, agreements and understandings between them, whether oral or written. This Agreement may not be modified or amended except by written instrument, signed by each party hereto.

Governing law. Contractor shall at all times comply with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments. Contractor shall also comply with all notices issued by City under the authority of all current or future laws, statutes, ordinances, or regulations. The construction, interpretation and application of this Agreement

shall be governed by the law of the State of California.

Force majeure. If performance by Contractor of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this agreement, e.g., whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake or other natural forces, or by the acts of anyone not a party to this agreement, then Contractor shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

Severability. Should any provision of this Agreement be rendered void, invalid or unenforceable by any court of competent jurisdiction, such invalidity, etc., shall not render void or unenforceable any other provision.

Conflict of interest. Contractor shall comply with all federal, state, and local laws, including conflict of interest laws, statutes, ordinances, regulations, and policies of 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).

Agreements with third parties

Upon signing, the 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.

Insurance. Contractor 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 to any person or property resulting from Contractor work as set forth in this agreement. Contractor 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. Contractor shall provide Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor employees who are subject to this Agreement, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000). "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additionally insured in the CGL. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be delivered to HBA at the execution of this contract. 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 Contractor, Contractor shall defend and indemnify the City as described herein.

Equal employment and nondiscriminatory provisions. Contractor 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

Contractor 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. Contractor 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. Contractor is individually responsible to abide by its contents. Contractor 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. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor may be required to comply, and require each of its Sub Contractors to comply, with the provisions of the City's Living Wage Ordinance. It is the responsibility of the Contractor to determine if compliance is required. Contractor 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.

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. In any dispute the prevailing party will be entitled to all reasonable costs and attorney's fees.

IN WITNESS WHEREOF, the parties have executed this agreement
on _____, at _____, California.

**HILLCREST BUSINESS
ASSOCIATION**

CONTRACTOR

By:

By: _____

Benjamin Nicholls
Executive Director

ADDRESS:

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

Attachment # A Scope of Work

Service Area :

Basket locations are indicated on Attachment C.

Scope of Work:

Contractor shall provide the work as described below on light poles at the locations described in Attachment C:

- Purchase permanent hardware for the hanging of baskets including pole brackets and arms for attachment to street light poles throughout Hillcrest. Each pole and bracket system shall be able to support two baskets, one on each side of the pole.
- Install brackets throughout the neighborhood at the locations described in Attachment C (two baskets per pole).
- Provide re-usable hanging baskets that will be planted with flowering plants.
- Install decorative plants with summer flowering baskets from June 1 through October 31 and winter decorative plants from December 1 through April 31.

Fee Structure

HBA shall pay Contractor **\$19,350** for providing the services noted above.

Attachment B: Conflict of Interest policy

No contract may be entered into by the HBA 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 HBA 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.

Attachment D: Service Area Map