



Hillcrest Business Association
Board of Directors Meeting
Public Meeting ~ May 10, 2016, 5pm
Joyce Beers Community Center
1230 Cleveland Ave., San Diego CA 92103

Agenda

- | | | |
|--|-------------|------------|
| 1. Call to order and introductions | T. Daiber | 2 minutes |
| 2. Public comment (2 minutes per speaker) (information) | | 8 minutes |
| 3. President's report (information) | T. Daiber | 5 minutes |
| 4. Treasurer's report: Taste of Hillcrest (information) | C. Moreno | 5 minutes |
| 5. Executive Director's report (information) | B. Nicholls | 5. minutes |
| 6. Consent agenda (action) | M. Brennan | 5. minutes |
| a. Approval of minutes (April 2016) ¹ | | |
| b. Approval of financials (March 2016) ² | | |
| 7. Proposal to partner with SD Pride for Pride Block Party ³ (action) | B. Nicholls | 15 minutes |
| 8. Discussion concerning homeless strategy (information) | B. Nicholls | 5 minutes |
| 9. Update concerning Normal Street Greenway and approval of crowdfunding campaign (action) | M. Brennan | 10 minutes |

Adjourn

Ad hoc committees:

Attachments:

1. Board minutes April, 2016
2. Board financial documents March, 2016
3. Pride Block Party proposal

Notices to the public:

Parking and access: Parking for the meeting may be found at the HUB parking lot. Disabled persons of any kind are invited to contact the HBA for assistance with accessing and participating in the meeting. Translation services are available upon request. Any special requests must be made via email to benjamin@hillcrestbia.org three business days ahead of the meeting.

Brown Act:

Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. Action may not be taken on items not posted on the agenda.

Public Comment:

The public is welcome and encouraged to participate in this meeting. Public comment is taken (2 minutes maximum per person) on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard at the meeting as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select one or two speakers to represent the opinion of the group. The order of Agenda items is listed for reference and may be taken in any order deemed appropriate by the Board of Directors. The Agenda provides a general description and staff recommendations; however, the Board of Directors may take action other than what is recommended.

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



-
- ~~Map ad hoc committee (concluded)~~
 - ~~Video ad hoc committee~~
 - ~~Bicycle ad hoc committee~~
 - ~~Homeless outreach ad hoc committee~~
 - EMAD ad-hoc committee
 - ~~Taste of Hillcrest~~
 - Hillcrest Craft Beer Crawl
 - Normal Street Greenway
 - Security

~~B. Casey~~
~~B. Casey~~
~~C. Kauffman~~
~~Open~~
M. Roland
~~J. Baro~~
J. Baro
M. Brennan
P. Katz

Attachments:

1. Board minutes April, 2016
2. Board financial documents March, 2016
3. Pride Block Party proposal

Notices to the public:

Parking and access: Parking for the meeting may be found at the HUB parking lot. Disabled persons of any kind are invited to contact the HBA for assistance with accessing and participating in the meeting. Translation services are available upon request. Any special requests must be made via email to benjamin@hillcrestbia.org three business days ahead of the meeting.

Brown Act:

Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. Action may not be taken on items not posted on the agenda.

Public Comment:

The public is welcome and encouraged to participate in this meeting. Public comment is taken (2 minutes maximum per person) on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard at the meeting as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select one or two speakers to represent the opinion of the group. The order of Agenda items is listed for reference and may be taken in any order deemed appropriate by the Board of Directors. The Agenda provides a general description and staff recommendations; however, the Board of Directors may take action other than what is recommended.

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



Hillcrest Business Association
Board of Directors Meeting
Public Meeting ~ April 12, 2016, 5pm
Joyce Beers Community Center
1230 Cleveland Ave., San Diego CA 92103

Board in attendance:

Bryan Lovering, Cecilia Moreno, Larry Malone, Pete Katz, Ryan Bedrosian, Tami Daiber, Michael Brennan, Charles Kaufman, Maggie Roland, Paul Smith

Staff in attendance:

Benjamin Nicholls, Marisa Romero

Public in attendance

Matt Wahlstrom, Robert Schraider, David Perloff, Nancy Moore, Natalie Villegas

Public Comment

- P. Katz reported that homeless outreach has made an impact in the community in 5th Ave core area.
- J. Baro reported it has been bad on the west end.
- R. Schraider has been appalled by the neighborhood degeneration. R. Schraider stated he has actively engaged with homeless community disturbances and graffiti removal.
- M. Wahlstrom responded that graffiti tagging has increased on an epidemic level with very high visibility in the neighborhood.
- M. Wahlstrom suggested the HBA speak with SD police graffiti unit about types of tagging.

President report

- T. Daiber introduced the See/Click/Fix program. Daiber reported that Carlton Management will engage with company to see how it works. Conducting meeting with city and county of SD.
- T. Daiber gave an update on the Uptown Community Plan. Daiber announced the increased height limits and density. Historic district will be removed.
- T. Daiber stated that the Hillcrest Farmers Market contract has been signed and updated.



-
- T. Daiber announced an invitation to the members about the quarterly mixer at Lemonade with Shelley Zimmerman as guest speaker.

Executive Director Report

- B. Nicholls gave an update on the Taste of Hillcrest planning. The HBA hosted a chef demonstration at the Farmers Market to increase promotional outreach towards the neighborhood.
- B. Nicholls provided a detailed update on the Re-Imagine Normal Street event in May. Planning was underway and KTUA announced their pledge of \$1,000 towards the special event.
- B. Nicholls invited the membership to the District 3 Candidates Debate to be held towards the end of April.
- B. Nicholls reported that the Transgender Pride Flag had been raised over the April 9th weekend.
- B. Nicholls confirmed that the Alpha Project contract had ended and reported that there has been no response from Alpha Project or the Council office. He stated that the HBA could revive the agreement with new funding and conditions met with the Alpha Project.
- B. Nicholls reported on the progress with City Hall about BID budgets and that there are several proposals that the homeless project be replicated across the City. He confirmed that the budget was approved for BIDs.
- B. Nicholls gave final report regarding California Strategies contract. The contract has expired and the HBA will not be continuing the partnership. Nicholls stated that the contract is \$5000 per month, that the California Restaurant Association had met their goals and that there would be no further funds from property owners.

Consent agenda:

- M. Brennan gave a report on the February financials and March minutes.
- P. Katz gave first motion to approve both the February financials and March minutes.
 - P. Katz/T.Daiber 9/0/2 (C. Moreno and R. Bedrosian abstained)
- B. Nicholls gave a presentation on a partnership to accept fundraising from VAVI and SD PIX.. He stated that the fundraising would go towards to Pride flag monument. HBA would approve the concept of receiving money from memberships.



-
- M. Roland suggested the contributions go towards flag maintenance.
 - M. Wahlstrom inquired if the funds would be tax exempt.
 - R. Bedrosian motioned to accept the fundraising plans for the VAVI and SD PIX partnership.
 - R. Bedrosian/P. Katz, 11/0/0

 - T. Daiber reported that the HBA would appoint Natalie Villegas, a Carlton property manager, as the Hillcrest business representative to the parking district board.
 - P. motioned to appoint Natalie Villegas the HBA representative to the parking district board.
 - P. Katz/B. Lovering, 11/0/0

 - B. Nicholls reported on the FY17 budget and stated that only some additional costs had been added. This included \$3200 in application fees for Mainstreet Program and \$16,500 for the EMAD expansion for research and balloting.
 - C. Moreno expressed her hesitation about spending money on the Mainstreet Program and additional staff costs that would be incurred.
 - T. Daiber wanted to ear mark the spending on Mainstreet Program, if they decide to move forward with program.
 - T. Daiber motioned to approve FY17 HBA organizational budget.
 - T. Daiber, C.Moreno, 11/0/0

 - D. Perloff pitched a run attached to CityFest as an event concept. Fundraising would be for LGBT initiatives and the business community. Perloff stated that the project was supported by SD Pride and would benefit their organization. Marketing outreach would launch May 1st. Perloff stated that all the businesses would be invited to advertise on Pacific Magazine and have access to their emailing lists.
 - C. Moreno request projected footprint and how it would benefit the HBA.
 - B. Nicholls responded that the HBA would augment the Special Events permit and extend it to Upas. The race would end around 10am and fall into the beer garden.
 - C. Moreno suggested that the event start early around 8am. Also suggested Alpha Project be the beneficiary/homeless programs.



-
- B. Nicholls suggested that the allocated funds would go to Pride Plaza and monument.
 - T. Daiber requested info about the partnership with Pride and why it wasn't organized within in their festival.
 - R. Bedrosian showed support towards the additional media and advertising will benefit Cityfest and allow for customer retention.
 - P. Katz inquired how the funds will be allocated to the community.
 - B. Nicholls stated that the HBA would negotiate a contract, police estimate, budgets.
 - B. Lovering suggested we defer it until 2017 Cityfest event.
 - T. Daiber directed that the HBA would negotiate a contract and investigate expansion of permit- with run and get an estimate of police fees. She also stated the HBA would need a race route from Pacific Magazine.
 - The agenda item is deferred until May board meeting.

 - B. Nicholls gave a report on status of SD Pride partnership for Pride Block Party. Pride decided to not continue partnership because HBA has not raised enough event revenue and will be producing their own event on Friday night outside of Hillcrest.
 - P. Smith suggested that Hillcrest businesses promote event through own mailing lists.
 - P. Katz motioned to not continue the SD Pride Partnership regarding 2016 Block Party.
 - P. Katz/T. Daiber, 11/0/0

 - T. Daiber gave a report on the new language of a new BID agreement amendment with the City.
 - M. Roland motioned to approve entering into an agreement with the City to modify the BID contract with the BID agreement amendment as presented.
 - M. Roland/P. Katz-11/0/0

Meeting adjourned

Hillcrest Business Improvement Association, Inc.

Balance Sheet

As of March 31, 2016

| | <u>Mar 31, 16</u> |
|---|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 10035 - Comerica - Checking | 109,717.61 |
| 10045 - PayPal | 656.20 |
| Total Checking/Savings | <u>110,373.81</u> |
| Accounts Receivable | |
| 12000 - Accounts Receivable | 21,136.21 |
| Total Accounts Receivable | <u>21,136.21</u> |
| Other Current Assets | |
| 10110 - Block Party Prepaid Expense | 150.00 |
| 10115 - SBEP City Fees & Services | 20,000.00 |
| 10125 - MAD Receivable | 9,899.73 |
| 10135 - City Fest Receivable | 435.00 |
| 10145 - Farmers Market Receivable | 11,546.71 |
| 10155 - Prepaid Expense | 8,033.61 |
| 10160 - Prepaid CityFest | 150.00 |
| 10165 - Workers Compensation Deposit | 842.00 |
| 10175 - Commission for Arts Grant Rcvbl | 22,000.00 |
| 10190 - Tech. Assistance/Acctg. Rcvbl. | 2,600.00 |
| Total Other Current Assets | <u>75,657.05</u> |
| Total Current Assets | 207,167.07 |
| Fixed Assets | |
| 10200 - Office Furniture & Equipment | 21,364.81 |
| 10220 - Accumulated Depreciation | -16,258.40 |
| Total Fixed Assets | <u>5,106.41</u> |
| TOTAL ASSETS | <u><u>212,273.48</u></u> |

Hillcrest Business Improvement Association, Inc.

Balance Sheet

As of March 31, 2016

Mar 31, 16

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

20215 - BID Assessment 3,854.58

20225 - SBEP Advance 5,443.96

20230 - Sales Tax Payable 159.00

21000 - Payroll Liabilities

Vacation Payable 3,797.79

Total 21000 - Payroll Liabilities 3,797.79

Total Other Current Liabilities 13,255.33

Total Current Liabilities 13,255.33

Total Liabilities 13,255.33

Equity

31100 - Unrestricted Net Assets 262,954.89

Net Income -63,936.74

Total Equity 199,018.15

TOTAL LIABILITIES & EQUITY 212,273.48

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015 through March 2016

| | TOTAL | | | | | |
|--|------------------|------------------|-------------------|-------------------|-------------------|------------------|
| | Mar 16 | Budget | Variance | Jul '15 - Mar 16 | Budget | Variance |
| Income | | | | | | |
| 40015 · CityFest | 0.00 | 0.00 | 0.00 | 124,199.17 | 163,919.00 | -39,719.83 |
| 40020 · Farmers Market | 15,458.57 | 18,334.00 | -2,875.43 | 165,838.38 | 165,006.00 | 832.38 |
| 40030 · SBEP | 2,540.58 | 2,768.00 | -227.42 | 17,048.04 | 19,376.00 | -2,327.96 |
| 40040 · MAD | 4,298.15 | 7,515.00 | -3,216.85 | 75,674.61 | 67,635.00 | 8,039.61 |
| 40045 · MAD Reserve | 0.00 | 1,803.00 | -1,803.00 | 0.00 | 19,602.00 | -19,602.00 |
| 40050 · BID | 5,808.75 | 8,794.00 | -2,985.25 | 73,343.90 | 87,626.00 | -14,282.10 |
| 40070 · Hillcrest Map | 0.00 | | | 7,511.25 | 3,000.00 | 4,511.25 |
| 40080 · Newsletter/Advertising | 0.00 | 84.00 | -84.00 | 0.00 | 756.00 | -756.00 |
| 40085 · Technical Assistance/Acctg. | 300.00 | | | 4,700.00 | | |
| 40100 · Nightmare on Normal Street | 0.00 | | | 66,282.05 | | |
| 40110 · Taste | 30.00 | 0.00 | 30.00 | 2,530.00 | 14,889.00 | -12,359.00 |
| 40115 · Taste 'N Tinis | 750.00 | 0.00 | 750.00 | 17,499.85 | 19,847.00 | -2,347.15 |
| 40130 · Bike Advocacy | 0.00 | | | 5,100.00 | | |
| 40140 · Banner Space | 0.00 | 417.00 | -417.00 | 7,500.00 | 3,753.00 | 3,747.00 |
| 40145 · Pride Flag | 0.00 | | | 4,702.96 | | |
| 40155 · Pride of Hillcrest/Block Party | 0.00 | 0.00 | 0.00 | 93,946.56 | 129,971.00 | -36,024.44 |
| 40175 · Homeless Outreach | 0.00 | | | 12,000.00 | | |
| 40180 · Other Income | 649.01 | 130.00 | 519.01 | 18,882.31 | 1,170.00 | 17,712.31 |
| Total Income | 29,835.06 | 39,845.00 | -10,009.94 | 696,759.08 | 696,550.00 | 209.08 |
| Expense | | | | | | |
| 50000 · Personnel | | | | | | |
| 50005 · Salaries | 15,403.34 | 15,376.00 | 27.34 | 142,851.09 | 133,384.00 | 9,467.09 |
| 50025 · Employer Taxes - Federal | 1,178.34 | 1,139.00 | 39.34 | 11,400.03 | 9,859.00 | 1,541.03 |
| 50030 · Employer Taxes - State | 0.00 | 868.00 | -868.00 | 1,302.00 | 2,985.00 | -1,683.00 |
| 50035 · Health Insurance | 1,792.49 | 747.00 | 1,045.49 | 11,534.54 | 6,723.00 | 4,811.54 |
| 50040 · Workers Comp Insurance | 0.00 | 257.00 | -257.00 | 1,134.53 | 2,313.00 | -1,178.47 |
| Total 50000 · Personnel | 18,374.17 | 18,387.00 | -12.83 | 168,222.19 | 155,264.00 | 12,958.19 |
| 50045 · Operating | | | | | | |

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015 through March 2016

| | TOTAL | | | | | |
|--|------------------|-----------------|-----------------|------------------|------------------|------------------|
| | Mar 16 | Budget | Variance | Jul '15 - Mar 16 | Budget | Variance |
| 50050 - Rent Office Space | 922.40 | 804.00 | 118.40 | 9,415.07 | 7,236.00 | 2,179.07 |
| 50055 - Storage | 2,733.10 | 300.00 | 2,433.10 | 4,613.91 | 2,700.00 | 1,913.91 |
| 50060 - Accounting | 1,843.50 | 1,842.00 | 1.50 | 16,589.70 | 16,578.00 | 11.70 |
| 50065 - Audit | 0.00 | 0.00 | 0.00 | 6,500.00 | 7,375.00 | -875.00 |
| 50070 - Equipment Purchase | 0.00 | 225.00 | -225.00 | 4,206.52 | 2,025.00 | 2,181.52 |
| 50075 - Intern/Consultant | 1,050.00 | 417.00 | 633.00 | 7,291.50 | 3,753.00 | 3,538.50 |
| 50080 - Bank & Credit Card Charges | 0.00 | 50.00 | -50.00 | 359.11 | 450.00 | -90.89 |
| 50085 - Repair/Maintenance/Cleaning | 0.00 | 175.00 | -175.00 | 3,321.08 | 1,575.00 | 1,746.08 |
| 50090 - Office Supplies | 19.50 | 267.00 | -247.50 | 1,711.34 | 2,403.00 | -691.66 |
| 50095 - Postage and Delivery | 0.00 | 42.00 | -42.00 | 147.00 | 378.00 | -231.00 |
| 50100 - Printing/Photocopy | 125.75 | 167.00 | -41.25 | 2,725.18 | 1,503.00 | 1,222.18 |
| 50110 - Dues/Subscriptions | 0.00 | 167.00 | -167.00 | 39.00 | 1,503.00 | -1,464.00 |
| 50115 - Staff Development | 197.42 | 209.00 | -11.58 | 1,363.60 | 1,881.00 | -517.40 |
| 50120 - Meetings | 549.72 | 334.00 | 215.72 | 2,610.71 | 3,006.00 | -395.29 |
| 50125 - Legal | 354.01 | 0.00 | 354.01 | 21,456.69 | 8,500.00 | 12,956.69 |
| 50130 - Telephone & Internet | 633.21 | 737.00 | -103.79 | 6,661.75 | 6,633.00 | 28.75 |
| 50135 - Parking/Mileage | 200.00 | 200.00 | 0.00 | 2,165.51 | 1,800.00 | 365.51 |
| 50330 - D & O / Liability Insurance | 1,433.00 | 500.00 | 933.00 | 7,356.75 | 6,500.00 | 856.75 |
| Total 50045 - Operating | 10,061.61 | 6,436.00 | 3,625.61 | 98,534.42 | 75,799.00 | 22,735.42 |
| 51000 - Neighborhood/Outreach Promotion | | | | | | |
| 51515 - CityFest | 0.00 | 0.00 | 0.00 | 99,870.86 | 119,753.00 | -19,882.14 |
| 51525 - Promotion/Marketing/Campaigns | 250.00 | 2,500.00 | -2,250.00 | 13,882.41 | 22,500.00 | -8,617.59 |
| 51526 - Taste | 0.00 | 0.00 | 0.00 | 360.60 | 4,567.00 | -4,206.40 |
| 51527 - Taste 'N Tinis | 0.00 | 0.00 | 0.00 | 12,572.11 | 14,351.00 | -1,778.89 |
| 51529 - Promotion/Parking Campaign | 0.00 | 833.00 | -833.00 | 0.00 | 7,497.00 | -7,497.00 |
| 51530 - Banners | 660.00 | 300.00 | 360.00 | 2,420.00 | 2,700.00 | -280.00 |
| 51535 - Web Site Communications | 427.78 | 100.00 | 327.78 | 872.41 | 900.00 | -27.59 |
| 51540 - Business Mixers/Open House | 0.00 | 0.00 | 0.00 | 1,704.18 | 1,400.00 | 304.18 |
| 51545 - Newsletter | 0.00 | 0.00 | 0.00 | 2,308.45 | 3,725.00 | -1,416.55 |
| 51555 - Farmer's Market | 1,405.00 | 2,500.00 | -1,095.00 | 12,321.64 | 22,500.00 | -10,178.36 |
| 51556 - Farmer's Market Trolley | 1,050.00 | | | 12,875.00 | | |

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015 through March 2016

| | TOTAL | | | | | |
|--|------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| | Mar 16 | Budget | Variance | Jul '15 - Mar 16 | Budget | Variance |
| 51565 · Hillcrest Map | 0.00 | 0.00 | 0.00 | 7,000.00 | 5,000.00 | 2,000.00 |
| 51575 · Pride Flag Project | 399.60 | | | 2,498.13 | | |
| 51800 · Pride of Hillcrest/Block Party | 0.00 | 0.00 | 0.00 | 86,444.42 | 90,000.00 | -3,555.58 |
| 51810 · Movie Night | 0.00 | | | 1,009.21 | | |
| 51880 · Nightmare on Normal | 0.00 | | | 53,390.57 | | |
| 51885 · Bike Advocacy | 0.00 | | | 15,200.00 | | |
| 51890 · Contingency | 0.00 | | | 316.25 | | |
| Total 51000 · Neighborhood/Outreach Promotion | 4,192.38 | 6,233.00 | -2,040.62 | 225,175.38 | 294,893.00 | -69,717.62 |
| | | | | | | |
| 53000 · Physical Improvements | | | | | | |
| 53125 · Hillcrest Sign Utilities/Maint. | 56.42 | 67.00 | -10.58 | 2,962.15 | 603.00 | 2,359.15 |
| 53130 · Security | 3,165.13 | 3,167.00 | -1.87 | 28,486.17 | 28,503.00 | -16.83 |
| 53135 · Street Cleaning | 0.00 | 3,750.00 | -3,750.00 | 31,264.00 | 33,750.00 | -2,486.00 |
| 53137 · Pressure Washing | 2,094.50 | 2,000.00 | 94.50 | 16,756.00 | 18,000.00 | -1,244.00 |
| 53150 · Dumpsters | 350.74 | 359.00 | -8.26 | 3,589.93 | 3,231.00 | 358.93 |
| 53155 · Tree & Flower Maintenance | 0.00 | 1,834.00 | -1,834.00 | 34,510.00 | 16,506.00 | 18,004.00 |
| 53156 · Tree Trimming Large Trees | 0.00 | 667.00 | -667.00 | 4,420.00 | 6,003.00 | -1,583.00 |
| 53159 · EMAD Expansion | 0.00 | 1,000.00 | -1,000.00 | 270.89 | 9,000.00 | -8,729.11 |
| 53161 · Special Projects | 0.00 | 1,409.00 | -1,409.00 | 7,617.00 | 12,681.00 | -5,064.00 |
| 53164 · Homeless Outreach Services | 0.00 | 1,417.00 | -1,417.00 | 31,552.71 | 12,753.00 | 18,799.71 |
| 53165 · Contingency | 807.22 | 2,512.00 | -1,704.78 | 7,464.12 | 22,608.00 | -15,143.88 |
| Total 53000 · Physical Improvements | 6,474.01 | 18,182.00 | -11,707.99 | 168,892.97 | 163,638.00 | 5,254.97 |
| | | | | | | |
| Total Expense | 39,102.17 | 49,238.00 | -10,135.83 | 760,695.82 | 689,594.00 | 71,101.82 |
| | -9,267.11 | -9,393.00 | 125.89 | -63,936.74 | 6,956.00 | -70,892.74 |

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July 2015 through March 2016

| | 110 GENERAL | 220 SPECIAL EVENTS | 410 BID CONTRACT | 510 MAD | 610 SBEP | TOTAL |
|---|-------------|--------------------|------------------|-----------|-----------|------------|
| Income | | | | | | |
| 40010 - City Fest Income | | | | | | |
| Booth | 0.00 | 58,116.92 | 0.00 | 0.00 | 0.00 | 58,116.92 |
| Concessions | 0.00 | 26,082.25 | 0.00 | 0.00 | 0.00 | 26,082.25 |
| Grants | | | | | | |
| Commission for Arts & Culture | 0.00 | 22,000.00 | 0.00 | 0.00 | 0.00 | 22,000.00 |
| County of San Diego | 0.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 |
| Total Grants | 0.00 | 27,000.00 | 0.00 | 0.00 | 0.00 | 27,000.00 |
| Sponsorship | 0.00 | 13,000.00 | 0.00 | 0.00 | 0.00 | 13,000.00 |
| Total 40010 - City Fest Income | 0.00 | 124,199.17 | 0.00 | 0.00 | 0.00 | 124,199.17 |
| 40020 - Farmers Market | 157,326.86 | 8,511.52 | 0.00 | 0.00 | 0.00 | 165,838.38 |
| 40030 - SBEP | 0.00 | 0.00 | 0.00 | 0.00 | 17,048.04 | 17,048.04 |
| 40040 - MAD | 0.00 | 0.00 | 0.00 | 75,674.61 | 0.00 | 75,674.61 |
| 40050 - BID | 0.00 | 0.00 | 73,343.90 | 0.00 | 0.00 | 73,343.90 |
| 40070 - Hillcrest Map | 7,511.25 | 0.00 | 0.00 | 0.00 | 0.00 | 7,511.25 |
| 40085 - Technical Assistance/Acctg. | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,700.00 | 4,700.00 |
| 40100 - Nightmare on Normal Street | 270.20 | 66,011.85 | 0.00 | 0.00 | 0.00 | 66,282.05 |
| 40110 - Taste | 0.00 | 2,530.00 | 0.00 | 0.00 | 0.00 | 2,530.00 |
| 40115 - Taste 'N Tinis | 0.00 | 17,499.85 | 0.00 | 0.00 | 0.00 | 17,499.85 |
| 40130 - Bike Advocacy | 5,100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,100.00 |
| 40140 - Banner Space | 7,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,500.00 |
| 40145 - Pride Flag | 4,702.96 | 0.00 | 0.00 | 0.00 | 0.00 | 4,702.96 |
| 40155 - Pride of Hillcrest/Block Party | 0.00 | 93,946.56 | 0.00 | 0.00 | 0.00 | 93,946.56 |
| 40175 - Homeless Outreach | 12,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12,000.00 |
| 40180 - Other Income | 18,852.31 | 30.00 | 0.00 | 0.00 | 0.00 | 18,882.31 |
| Total Income | 215,263.58 | 312,728.95 | 73,343.90 | 75,674.61 | 19,748.04 | 696,759.08 |
| Expense | | | | | | |
| 50000 - Personnel | | | | | | |
| 50005 - Salaries | 69,178.88 | 41,170.08 | 16,949.65 | 0.00 | 15,552.48 | 142,851.09 |
| 50025 - Employer Taxes - Federal | 5,667.88 | 3,203.72 | 1,311.66 | 0.00 | 1,216.77 | 11,400.03 |
| 50030 - Employer Taxes - State | 308.11 | 559.89 | 155.21 | 0.00 | 278.79 | 1,302.00 |
| 50035 - Health Insurance | 11,534.54 | 0.00 | 0.00 | 0.00 | 0.00 | 11,534.54 |
| 50040 - Workers Comp Insurance | 1,134.53 | 0.00 | 0.00 | 0.00 | 0.00 | 1,134.53 |
| Total 50000 - Personnel | 87,823.94 | 44,933.69 | 18,416.52 | 0.00 | 17,048.04 | 168,222.19 |

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July 2015 through March 2016

| | 110 GENERAL | 220 SPECIAL EVENTS | 410 BID CONTRACT | 510 MAD | 610 SBEP | TOTAL |
|--|------------------|--------------------|------------------|-----------------|-----------------|------------------|
| 50045 - Operating | | | | | | |
| 50050 - Rent Office Space | 6,392.37 | 0.00 | 3,022.70 | 0.00 | 0.00 | 9,415.07 |
| 50055 - Storage | 4,613.91 | 0.00 | 0.00 | 0.00 | 0.00 | 4,613.91 |
| 50060 - Accounting | 12,789.70 | 500.00 | 0.00 | 600.00 | 2,700.00 | 16,589.70 |
| 50065 - Audit | 625.00 | 0.00 | 2,500.00 | 3,375.00 | 0.00 | 6,500.00 |
| 50070 - Equipment Purchase | 4,206.52 | 0.00 | 0.00 | 0.00 | 0.00 | 4,206.52 |
| 50075 - Intern/Consultant | 7,291.50 | 0.00 | 0.00 | 0.00 | 0.00 | 7,291.50 |
| 50080 - Bank & Credit Card Charges | 359.11 | 0.00 | 0.00 | 0.00 | 0.00 | 359.11 |
| 50085 - Repair/Maintenance/Cleaning | 3,246.60 | 74.48 | 0.00 | 0.00 | 0.00 | 3,321.08 |
| 50090 - Office Supplies | 1,711.34 | 0.00 | 0.00 | 0.00 | 0.00 | 1,711.34 |
| 50095 - Postage and Delivery | 147.00 | 0.00 | 0.00 | 0.00 | 0.00 | 147.00 |
| 50100 - Printing/Photocopy | 2,725.18 | 0.00 | 0.00 | 0.00 | 0.00 | 2,725.18 |
| 50110 - Dues/Subscriptions | 39.00 | 0.00 | 0.00 | 0.00 | 0.00 | 39.00 |
| 50115 - Staff Development | 1,363.60 | 0.00 | 0.00 | 0.00 | 0.00 | 1,363.60 |
| 50120 - Meetings | 2,521.71 | 89.00 | 0.00 | 0.00 | 0.00 | 2,610.71 |
| 50125 - Legal | 21,456.69 | 0.00 | 0.00 | 0.00 | 0.00 | 21,456.69 |
| 50130 - Telephone & Internet | 6,051.75 | 210.00 | 400.00 | 0.00 | 0.00 | 6,661.75 |
| 50135 - Parking/Mileage | 1,836.58 | 328.93 | 0.00 | 0.00 | 0.00 | 2,165.51 |
| 50330 - D & O / Liability Insurance | 4,934.90 | 0.00 | 2,421.85 | 0.00 | 0.00 | 7,356.75 |
| Total 50045 - Operating | 82,312.46 | 1,202.41 | 8,344.55 | 3,975.00 | 2,700.00 | 98,534.42 |
| 51000 - Neighborhood/Outreach Promotion | | | | | | |
| 51525 - Promotion/Marketing/Campaigns | 10,104.30 | 594.36 | 3,183.75 | 0.00 | 0.00 | 13,882.41 |
| 51526 - Taste | 0.00 | 360.60 | 0.00 | 0.00 | 0.00 | 360.60 |
| 51527 - Taste 'N Tinis | 0.00 | 12,572.11 | 0.00 | 0.00 | 0.00 | 12,572.11 |
| 51530 - Banners | 2,420.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,420.00 |
| 51535 - Web Site Communications | 862.46 | 9.95 | 0.00 | 0.00 | 0.00 | 872.41 |
| 51540 - Business Mixers/Open House | 472.03 | 693.56 | 538.59 | 0.00 | 0.00 | 1,704.18 |
| 51545 - Newsletter | 1,506.79 | 0.00 | 801.66 | 0.00 | 0.00 | 2,308.45 |
| 51555 - Farmer's Market | 9,511.64 | 2,810.00 | 0.00 | 0.00 | 0.00 | 12,321.64 |
| 51556 - Farmer's Market Trolley | 12,105.00 | 770.00 | 0.00 | 0.00 | 0.00 | 12,875.00 |
| 51565 - Hillcrest Map | 7,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,000.00 |
| 51575 - Pride Flag Project | 2,498.13 | 0.00 | 0.00 | 0.00 | 0.00 | 2,498.13 |
| 51800 - Pride of Hillcrest/Block Party | 0.00 | 86,444.42 | 0.00 | 0.00 | 0.00 | 86,444.42 |
| 51810 - Movie Night | 0.00 | 1,009.21 | 0.00 | 0.00 | 0.00 | 1,009.21 |
| 51880 - Nightmare on Normal | 0.00 | 53,390.57 | 0.00 | 0.00 | 0.00 | 53,390.57 |

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July 2015 through March 2016

| | 110 GENERAL | 220 SPECIAL EVENTS | 410 BID CONTRACT | 510 MAD | 610 SBEP | TOTAL |
|--|-------------------|--------------------|------------------|------------------|------------------|-------------------|
| 51885 · Bike Advocacy | 15,200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,200.00 |
| 51890 · Contingency | 0.00 | 0.00 | 316.25 | 0.00 | 0.00 | 316.25 |
| Total 51000 · Neighborhood/Outreach Promotion | 61,680.35 | 158,654.78 | 4,840.25 | 0.00 | 0.00 | 225,175.38 |
| 51520 · City Fest | | | | | | |
| Advertising | 0.00 | 6,424.88 | 0.00 | 0.00 | 0.00 | 6,424.88 |
| Ambulance | 0.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| BID Crew & Equipment | 0.00 | 5,531.38 | 0.00 | 0.00 | 0.00 | 5,531.38 |
| City Fees (SDPD/Fire) | 0.00 | 14,907.20 | 0.00 | 0.00 | 0.00 | 14,907.20 |
| Entertainment | 0.00 | 11,622.40 | 0.00 | 0.00 | 0.00 | 11,622.40 |
| Equipment Rental | 0.00 | 44,862.94 | 0.00 | 0.00 | 0.00 | 44,862.94 |
| Ice Trailer | 0.00 | 426.80 | 0.00 | 0.00 | 0.00 | 426.80 |
| Permits | 0.00 | 270.00 | 0.00 | 0.00 | 0.00 | 270.00 |
| Promotions | 0.00 | 737.82 | 0.00 | 0.00 | 0.00 | 737.82 |
| Spirits | 0.00 | 5,505.40 | 0.00 | 0.00 | 0.00 | 5,505.40 |
| Supplies/Printing | 0.00 | 2,784.94 | 0.00 | 0.00 | 0.00 | 2,784.94 |
| Transportation | 0.00 | 935.00 | 0.00 | 0.00 | 0.00 | 935.00 |
| Waste Disposal/Clean-Up | 0.00 | 4,362.10 | 0.00 | 0.00 | 0.00 | 4,362.10 |
| Total 51520 · City Fest | 0.00 | 99,870.86 | 0.00 | 0.00 | 0.00 | 99,870.86 |
| 53000 · Physical Improvements | | | | | | |
| 53125 · Hillcrest Sign Utilities/Maint. | 1,637.25 | 0.00 | 0.00 | 1,324.90 | 0.00 | 2,962.15 |
| 53130 · Security | 0.00 | 0.00 | 0.00 | 28,486.17 | 0.00 | 28,486.17 |
| 53135 · Street Cleaning | 1,002.12 | 0.00 | 21,259.52 | 9,002.36 | 0.00 | 31,264.00 |
| 53137 · Pressure Washing | 1,317.90 | 0.00 | 3,412.40 | 12,025.70 | 0.00 | 16,756.00 |
| 53150 · Dumpsters | 1,088.88 | 0.00 | 2,501.05 | 0.00 | 0.00 | 3,589.93 |
| 53155 · Tree & Flower Maintenance | 13,392.59 | 0.00 | 10,118.93 | 10,998.48 | 0.00 | 34,510.00 |
| 53156 · Tree Trimming Large Trees | 0.00 | 0.00 | 0.00 | 4,420.00 | 0.00 | 4,420.00 |
| 53159 · EMAD Expansion | 270.89 | 0.00 | 0.00 | 0.00 | 0.00 | 270.89 |
| 53161 · Special Projects | 2,175.00 | 0.00 | 0.00 | 5,442.00 | 0.00 | 7,617.00 |
| 53164 · Homeless Outreach Services | 31,552.71 | 0.00 | 0.00 | 0.00 | 0.00 | 31,552.71 |
| 53165 · Contingency | 3,013.44 | 0.00 | 4,450.68 | 0.00 | 0.00 | 7,464.12 |
| Total 53000 · Physical Improvements | 55,450.78 | 0.00 | 41,742.58 | 71,699.61 | 0.00 | 168,892.97 |
| Total Expense | 287,267.53 | 304,661.74 | 73,343.90 | 75,674.61 | 19,748.04 | 760,695.82 |
| | -72,003.95 | 8,067.21 | 0.00 | 0.00 | 0.00 | -63,936.74 |

Hillcrest Business Improvement Association, Inc.

A/R Aging Summary

As of March 31, 2016

| | Current | 1 - 30 | 31 - 60 | 61 - 90 | > 90 | TOTAL |
|-------------------------------|----------------|---------------|------------------|-----------------|-----------------|------------------|
| Anheuser-Busch | 0.00 | 0.00 | 2,500.00 | 0.00 | 0.00 | 2,500.00 |
| Buffalo Exchange, LTD | 0.00 | 0.00 | 0.00 | 0.00 | 52.00 | 52.00 |
| Busalacchi's A Modo Mio | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 |
| Deli Lama | 0.00 | 0.00 | 0.00 | 0.00 | 52.00 | 52.00 |
| FIDO and Co. | 0.00 | 0.00 | 0.00 | 0.00 | 52.00 | 52.00 |
| Fig Tree Cafe | 0.00 | 0.00 | 0.00 | 0.00 | 52.00 | 52.00 |
| Gossip | 0.00 | 0.00 | 0.00 | 0.00 | 52.00 | 52.00 |
| Luigi Vera, Buy, Trade & Sell | 0.00 | 250.00 | 0.00 | 0.00 | 0.00 | 250.00 |
| Phildaelphia Insurance | 0.00 | 354.01 | 1,881.00 | 1,881.00 | 6,765.00 | 10,881.01 |
| Pizza Al Taglio, Inc. | 0.00 | 0.00 | 0.00 | 0.00 | 52.00 | 52.00 |
| Principle Real Estate Group | 0.00 | 0.00 | 0.00 | 0.00 | 52.00 | 52.00 |
| San Diego Pride | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Tammy's Beauty Salon | 0.00 | 0.00 | 0.00 | 0.00 | 104.00 | 104.00 |
| UCSD | 0.00 | 0.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 |
| Uptown Partnership | 0.00 | 0.00 | 3,985.20 | 0.00 | 0.00 | 3,985.20 |
| Which Wich | 0.00 | 0.00 | 0.00 | 0.00 | 52.00 | 52.00 |
| | 0.00 | 604.01 | 10,366.20 | 1,881.00 | 8,285.00 | 21,136.21 |

CONTRACTING AGREEMENT

May 6, 2016

This agreement is executed between San Diego LGBT Pride, a California not for profit corporation (hereinafter referred to as "SDP"), whose address is 3620 30th Street, San Diego, CA 92104 and Hillcrest Business Association, a California not for profit corporation (hereinafter referred to as "HBA") whose address is 3737 Fifth Avenue #202, San Diego, CA 92103.

WHEREAS, SDP and HBA produce events in the neighborhood of Hillcrest; and

WHEREAS, on the second weekend of July SDP produces a series of events for the purposes of this agreement collectively called "Pride Weekend Activities", including but not limited to the San Diego Pride Parade, San Diego Pride Festival and the Stonewall Rally; and

WHEREAS, the HBA and SDP have partnered on events and activities in Hillcrest in the past; and

WHEREAS, SDP and HBA are seeking to produce the "Pride of Hillcrest Block Party" on July 15, 2016 or the Friday before the date of the 2016 Pride Parade, as part of the Pride Weekend Activities; and

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, as follows:

Agreement

The Parties to this agreement shall perform the actions described in Attachment #A.

Contract termination:

This agreement concerns the Pride of Hillcrest Block Party event to be held on on July 15, 2016 or the Friday before the date of the 2016 Pride Parade, and shall terminate upon conclusion of all activities related to this event.

Insurance:

HBA agrees to maintain insurance policies to cover the Pride of Hillcrest Block Party in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and shall name each SDP as additionally insured.

Expenses and profits:

The profits and expenses for the Pride of Hillcrest Block Party shall be apportioned in the following way:

SDP and HBA shall equally split net profits or losses from the event including, but not limited to, logistics, rentals, equipment, personnel, contractors, consultants, fees, permits, entertainment, advertising, fines, and other elements with the exception of personnel costs from salaried employees.

Within 90 days following the event there will be a meeting between HBA and SDP to review, audit and examine all financials relating to this event. SDP will have an opportunity to review and examine all invoices, contracts, checks, and any item of financial significance related to this event. This meeting will be mediated by Nicholas Moede or an independent 3rd party agreed upon by both parties. In the event any expenses are challenged or deemed unreasonable, Nicholas Moede or other such mediator will make the final determination of whether such expenses will be allowed or disallowed. At the conclusion of such meeting, HBA will issue a check to SDP for its share of the profits of the event. Should there be any outstanding invoices or expenses related to the event that have not been presented by the date of this meeting, a reasonable amount shall be held back until such time that all expenses have been paid in full. In the event any funds are held back, there will be a subsequent meeting within a reasonable time frame to finalize all expenses and for both parties to agree and sign off on final accounting.

Ownership

The Pride of Hillcrest Block Party is the property of HBA and SDP. Both organizations jointly own the event.

Agreements with third parties

Any and all agreements with third parties concerning the Pride of Hillcrest Block Party event must be disclosed by both parties. Any agreement entered into by either party concerning the Pride of Hillcrest Block Party must be approved by both parties prior to the signing of any agreement.

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.

Governing law

The construction, interpretation and application of this Agreement shall be governed by the law of the State of California.

Conflict of interest

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

Integration

This agreement supersedes all prior 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.

Equal employment and nondiscriminatory provisions

Both parties shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, gender identity or expression, medical status, national origin, age, marital status, or physical disability in 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. Both parties shall comply with San Diego 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. Both parties is individually responsible to abide by its contents. Both parties 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. Both parties shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Both parties 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 theBoth parties to determine if compliance is required. Both parties are 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.

The parties have executed this Agreement on

_____, at _____, California.

San Diego Pride

By: _____

Hillcrest Business Association

By: _____

Attachment A: Scope of Services

Attachment B: Conflict of Interest Policy

Attachment A: Scope of Work

SDP agrees to provide the following services concerning the Pride of Hillcrest Block Party:

- Promote the event by including it in all promotions related to Pride Weekend Activities and work closely with HBA's Marketing Director to coordinate promotional efforts
- Listing the event on the SDP homepage and sell tickets for the event through the SDP website
- To acknowledge and promote the Pride of Hillcrest Block Party at the Stonewall Rally event in Balboa Park
- Leverage all available logistics contracts related to Pride Weekend Activities to minimize costs relating to the Pride of Hillcrest Block Party event

- Allow HBA's event production company to engage and negotiate with existing sponsors of Pride Weekend Activities
- With the exception of the Stonewall Rally, agree not to sponsor or participate in any other events in San Diego on July 15, 2016.

HBA agrees to provide the following:

Hire a logistics professional as part of the event to:

- work with Pride's logistics coordinator to ensure activities fit seamlessly into Saturday morning activities
- provide all sponsor relations including soliciting sponsor support and finalizing agreements and details including media partnerships and in-kind donations
- provide logistical support for the event leading up to and on the day of the event for all elements such as traffic control security, rental equipment, entertainment, set up, cleaning and breakdown
- Organize and manage the performers for the event to include at minimum four performers including a major "headline" act, to provide appropriate entertainment from the main stage. HBA shall be responsible for fulfilling all technical elements of the performance contracts including riders.
- apply for and obtain all required permitting for the event including ABC licensing, City of San Diego Special Event permits, and County of San Diego health permits and provide assistance to government representatives throughout the planning and implementation of the event
- Engage Hillcrest entertainment venues to provide donations, joint cover opportunities, and entertainment and promotional support
- Provide all direct and indirect marketing for the event including developing promotional materials, advertising, and community outreach
- Develop online promotions campaign including a website and social networking tools to promote the event that will solely be branded as HBA and SDP. No third party marketing organizations, websites or publications will be afforded branding without the approval of the HBA and the SDP
- Manage all financial elements of the event and upon completion of the event provide SDP an accurate financial statement for the event
- Manage all accounting and record keeping including: book keeping, budget conformance, receipt and invoice generation, check payment, and developing reports
- When not being used by HBA, provide access to BIDC special event equipment for the event and all Pride Weekend Activities

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.