



Hillcrest Business Association
Board of Directors Meeting
Public Meeting ~ September 8, 2015, 5pm
Joyce Beers Community Center
1230 Cleveland Ave., San Diego CA 92103

Agenda

- 1. Call to order and introductions J. Hale 2 minutes
2. Public comment (2 minutes per speaker) 8 minutes
3. President's report J. Hale 5 minutes
4. Executive Director's report B. Nicholls 5 minutes
5. Consent agenda (action) T. Daiber 2 minutes
- Approval of minutes (August 2015) 1
- Approval of financials (July 2015) 2
6. Fundraising proposal for Roosevelt Middle School B. Nicholls 5 minutes
7. Approval of contract with auditor (action) 3 B. Nicholls 5 minutes
8. Approval agreements with book keeper (action) 4 B. Nicholls 5 minutes
9. Approval of letter outlining HBA's comments concerning the Uptown Community Plan Update (action) 5 G. Younger 10 minutes
10. Approval of Proxy Ballot for Board Election (action) 6 M. Rolland 10 minutes

Adjourn

Attachments:

- 1. Board minutes August, 2015
2. Board financial documents July, 2015
3. Contract with auditor
4. Contracts with book keeper
5. Letter concerning Uptown Community Plan
6. Proxy ballot for board election

Notices to the public:

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.

Accessibility:

The above indicated meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, please notify Benjamin Nicholls at (619) 299-3330 at least 48 hours prior to the meeting.

Public Comment:

You are welcomed 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
Board of Directors Meeting
Public Meeting ~ August 11, 2015, 5pm
Joyce Beers Community Center
1230 Cleveland Ave., San Diego CA 92103
Meeting Minutes

Members in attendance: Khalisa Bolling, Julio deGuzman, Toni Duran, Sharron Gale, Andy Handshaw, Alan Hoffman, Katie Keegan, David Lundin, Adriana Martinez, Maya Rosas, J. Ross, T. Tentore, Judi Tentor, Matt Wahlstrom, Leo Wilson, T. Zespool

Board Members in attendance: Ryan Bedrosian, Jessica Baro, Tami Daiber, Johnathan Hale, Charles Kauffman, Pete Katz, Brian Lovering, Maggie Roland, Alphonso Tsang, Glenn Younger, Dalour Younnan.

HBA staff in attendance: Megan Gamwell, Mary Joseph, Benjamin Nicholls

- J. Hale called the meeting to order and asked for non-agenda public comment.
- L. Wilson informed the Board that Sherman Harmien will be at the Uptown Planners in August to discuss the redevelopment plans for the Pernicano's block.
- A. Martinez commented that S. Harmien will also be at Town Council after the HBA meeting.
- M. Wahlstrom commented that the HBA minutes and agendas are still being incorrectly recorded and should note the names of all board members who vote in favor for, abstain or oppose a motion.
- J. deGuzman made himself available to discuss police policy.

- J. Hale gave his president's report stating that since the last meeting the HBA hosted two of its largest events of the year. Both CityFest and Pride Block Party were held in the last three weeks. The profit is still being tabulated.
- J. Hale thanked all the board members that helped this year especially Ryan Bedrosian, Alphonso Tsang, and Brian Lovering.
- J. Hale also noted that the HBA recently hosted their quarterly Mixer and Open House at Napizza.

- B. Nicholls gave his Executive Director's Report. He announced that, at the request of the City, the HBA is bidding out its auditor services and hopes to bring the results to the next board meeting.

- M. Roland commented that a section in last month's minutes stated M. Roland and C. Moreno had opposed the vote when in fact they had abstained.



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- A motion was made to approve the consent agenda with the updated minutes. M. Roland /T. Daiber (11/0/1) (A. Tsang)
 - A. Hoffman made a presentation on Uptown 2025.
 - A number of speakers indicated support for the plan.

 - B. Nicholls stated that he had been working with the Hillcrest CDC to review several parts of the new neighborhood plan.
 - B. Nicholls presented a letter with suggestions for the Uptown Community Plan.
 - T. Daiber asked for an electronic copy of the letter and suggested board members allow for “track changes.”
 - D. Lundin asked for the draft to be posted online and allow for public comment.
 - G. Younger stated the letter is based on four years of public input and doesn’t believe it needs to be posted again for additional comment.

 - J. Hale updated the board on the BID lawsuit. The HBA has referred the issue to HBA’s insurance company, Philadelphia Insurance and they have agreed to reimburse for costs. The HBA is being represented by current legal team McAteer and McAteer.
 - A motion was made to approve an agreement to hire legal counsel concerning San Diegans for Open Government vs City of San Diego. P. Katz/T. Daiber (11/0/0).

 - Nicholls mentioned SANDAG is still planning to install protected bike lanes on 4th and 5th between downtown and Hillcrest. Though there is an existing bike lane the new bike lane would create a barrier between traffic and cyclists. This would require the removal of approximately 40’ of parking per driveway. Though SANDAG admits this, they’re unwilling to say how many spaces that will include. There are a number of business and property owners who are concerned that this will impact the businesses negatively.
 - B. Nicholls stated that the HBA approached California Strategies with the idea of advocating for the existing bike lanes rather than the new ones.
 - L. Wilson stated that Bankers Hill is concerned as well and believes it would be devastating to their business district. They have advocated for a two way bike lane on 4th as seen in other cities.
 - T. Zespool pointed out bike lanes on 4th only begin at Laurel St. He says the parking loss is not just in Hillcrest but includes Hillcrest to Downtown.
 - J. Ross stated that bike parking provides for eight bikes in same space and a car parking only provides for 1 car per spot. Also believes we should slow down traffic. He argued against spending money to stop the project.
 - A. Hanshaw says it is not smart to invest this money on a lobbyist again.
 - K. Keegan commented that studies show that replacing parking with bike infrastructure increases business.
 - D. Lundin says that independent businesses should be allowed to pool their funds if they wanted to. He doesn’t believe the HBA should be involved at all in the process of having a lobbyist.



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- J. Tentore, a Mission Hills resident, wants to know how many businesses don't support this. Believes it is a small amount against it. Wants to know how many businesses are actually opposed.
 - M. Rosas would like protected bike lanes on 4th and 5th and states she would visit more places if there was safe transportation.
 - K. Bolling believes it is too soon to make this decision before more information is provided.
 - J. Hale believes the lobbying firm will help protect business and give us a voice in the decision process with SANDAG.
 - G. Younger stated that we are engaging someone to advocate on our behalf for a logical solution in our community.
 - P. Katz stated that the HBA represents the business owners and to a business owner "parking is king" and that "it is our job to represent our members".
 - T. Daiber commented that the HBA is listening to its members and that there is agreement on safe bike options and an advocacy group will help our voices be heard.
 - B. Nicholls commented on behalf of M. Brennan who was not present at the meeting, stating that M. Brennan is opposed to the HBA paying for an advocacy firm.
 - J. Barro stated that parking is very difficult in Hillcrest and protected bike lanes are important and also stated that SANDAG is not being open and we want the knowledge of what is going to happen.
 - Younan stated that bike advocates should apply just as much pressure on SANDAG to make their plans transparent. We also need to address traffic flow.
 - A motion was made to approve the hiring of an advocacy group providing that the HBA finds matching funds for the project. D. Younan /G. Younger 10/0/1 (A. Tsang)

 - J. Hale commented that in the board packets there is a memo that outlines the procedure for the HBA annual election process. He appointed M. Roland, B. Lovering and J. Baro.
 - A motion was made to approve the date for the 2015 annual meeting. G. Younger/ T. Daiber (11/0/0)

 - B. Nicholls commented that last year the HBA partnered with the LGBT Community Center to manage Nightmare on Normal Street. The HBA has first right of refusal to produce it again. Last year the HBA made about \$16,000 that was divided evenly with the Center.
 - B. Nicholls stated that the Executive Committee would like to host the event on Halloween and asked the Board to review the agreement in the board packet that needs to be amended with the new date.
 - A motion was made to produce Nightmare on Normal Street on Halloween pending approval by the Center. G. Younger/ M. Roland 10/1/0 (B. Lovering)

Meeting Adjourned

Hillcrest Business Improvement Association, Inc.

Balance Sheet

As of July 31, 2015

	<u>Jul 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
10035 · Comerica - Checking	149,799.12
10045 · PayPal	656.20
Total Checking/Savings	<u>150,455.32</u>
Accounts Receivable	
12000 · Accounts Receivable	35,683.80
Total Accounts Receivable	<u>35,683.80</u>
Other Current Assets	
10115 · SBEP City Fees & Services	25,286.72
10125 · MAD Receivable	11,706.96
10145 · Farmers Market Receivable	12,218.72
10155 · Prepaid Expense	8,385.48
10165 · Workers Compensation Deposit	842.00
Total Other Current Assets	<u>58,439.88</u>
Total Current Assets	244,579.00
Fixed Assets	
10200 · Office Furniture & Equipment	19,273.93
10220 · Accumulated Depreciation	-16,258.40
Total Fixed Assets	<u>3,015.53</u>
TOTAL ASSETS	<u><u>247,594.53</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
20210 · Accrued Expenses	4,672.51
20230 · Sales Tax Payable	2,474.00

Hillcrest Business Improvement Association, Inc.

Balance Sheet

As of July 31, 2015

	<u>Jul 31, 15</u>
21000 - Payroll Liabilities	
Vacation Payable	3,797.79
Total 21000 - Payroll Liabilities	<u>3,797.79</u>
Total Other Current Liabilities	<u>10,944.30</u>
Total Current Liabilities	<u>10,944.30</u>
Total Liabilities	10,944.30
Equity	
31100 - Unrestricted Net Assets	268,227.61
Net Income	<u>-31,577.38</u>
Total Equity	<u>236,650.23</u>
TOTAL LIABILITIES & EQUITY	<u><u>247,594.53</u></u>

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015

	Jul 15	Budget	Variance
Income			
40015 · CityFest	27,620.00	25,000.00	2,620.00
40020 · Farmers Market	18,203.64	18,334.00	-130.36
40040 · MAD	6,477.04	7,515.00	-1,037.96
40045 · MAD Reserve	0.00	2,083.00	-2,083.00
40050 · BID	10,103.98	8,937.00	1,166.98
40070 · Hillcrest Map	1,500.00	3,000.00	-1,500.00
40080 · Newsletter/Advertising	0.00	84.00	-84.00
40140 · Banner Space	500.00	417.00	83.00
40155 · Pride of Hillcrest/Block Party	39,215.11	45,000.00	-5,784.89
40180 · Other Income	0.00	130.00	-130.00
Total Income	103,619.77	110,500.00	-6,880.23
Expense			
50000 · Personnel			
50005 · Salaries	23,383.25	14,168.00	9,215.25
50025 · Employer Taxes - Federal	1,788.83	943.00	845.83
50035 · Health Insurance	1,004.26	747.00	257.26
50040 · Workers Comp Insurance	392.25	257.00	135.25
Total 50000 · Personnel	26,568.59	16,115.00	10,453.59
50045 · Operating			
50050 · Rent Office Space	1,568.00	804.00	764.00
50055 · Storage	431.51	300.00	131.51
50060 · Accounting	1,842.60	1,842.00	0.60
50070 · Equipment Purchase	0.00	225.00	-225.00
50075 · Intern/Consultant	25.00	417.00	-392.00
50080 · Bank & Credit Card Charges	24.31	50.00	-25.69
50085 · Repair/Maintenance/Cleaning	407.00	175.00	232.00
50090 · Office Supplies	112.76	267.00	-154.24
50100 · Printing/Photocopy	92.46	167.00	-74.54

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015

	Jul 15	Budget	Variance
50110 · Dues/Subscriptions	0.00	167.00	-167.00
50115 · Staff Development	500.00	209.00	291.00
50120 · Meetings	7.70	334.00	-326.30
50130 · Telephone & Internet	623.02	737.00	-113.98
50135 · Parking/Mileage	214.58	200.00	14.58
50330 · D & O / Liability Insurance	715.91	500.00	215.91
Total 50045 · Operating	6,564.85	6,394.00	170.85
51000 · Neighborhood/Outreach Promotion			
51515 · CityFest	23,023.24	25,000.00	-1,976.76
51525 · Promotion/Marketing/Campaigns	1,120.00	1,210.00	-90.00
51529 · Promotion/Parking Campaign	0.00	833.00	-833.00
51530 · Banners	0.00	300.00	-300.00
51535 · Web Site Communications	9.95	136.00	-126.05
51540 · Business Mixers/Open House	683.66	467.00	216.66
51545 · Newsletter	801.66	675.00	126.66
51555 · Farmer's Market	890.00	2,500.00	-1,610.00
51565 · Hillcrest Map	1,500.00	2,500.00	-1,000.00
51575 · Pride Flag Project	887.04		
51800 · Pride of Hillcrest/Block Party	60,212.65	65,000.00	-4,787.35
Total 51000 · Neighborhood/Outreach Promotion	89,128.20	98,621.00	-9,492.80
53000 · Physical Improvements			
53125 · Hillcrest Sign Utilities/Maint.	64.27	67.00	-2.73
53130 · Security	3,165.13	3,167.00	-1.87
53135 · Street Cleaning	3,908.00	3,750.00	158.00
53137 · Pressure Washing	0.00	2,000.00	-2,000.00
53150 · Dumpsters	653.11	359.00	294.11
53155 · Tree & Flower Maintenance	5,145.00	1,834.00	3,311.00
53156 · Tree Trimming Large Trees	0.00	667.00	-667.00
53159 · EMAD Expansion	0.00	1,000.00	-1,000.00
53161 · Special Projects	0.00	1,409.00	-1,409.00

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2015

	Jul 15	Budget	Variance
53164 · Homeless Outreach Services	0.00	1,417.00	-1,417.00
53165 · Contingency	0.00	2,477.00	-2,477.00
Total 53000 · Physical Improvements	12,935.51	18,147.00	-5,211.49
Total Expense	135,197.15	139,277.00	-4,079.85
Net Income	-31,577.38	-28,777.00	-2,800.38

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July 2015

	110 GENERAL	220 SPECIAL EVENTS	410 BID CONTRACT	510 MAD	TOTAL
Income					
40010 - City Fest Income					
Booth	0.00	14,605.00	0.00	0.00	14,605.00
Sponsorship	0.00	13,000.00	0.00	0.00	13,000.00
T-Shirts	0.00	15.00	0.00	0.00	15.00
Total 40010 - City Fest Income	0.00	27,620.00	0.00	0.00	27,620.00
40020 - Farmers Market	18,203.64	0.00	0.00	0.00	18,203.64
40040 - MAD	0.00	0.00	0.00	6,477.04	6,477.04
40050 - BID	0.00	0.00	10,103.98	0.00	10,103.98
40070 - Hillcrest Map	1,500.00	0.00	0.00	0.00	1,500.00
40140 - Banner Space	500.00	0.00	0.00	0.00	500.00
40155 - Pride of Hillcrest/Block Party	0.00	39,215.11	0.00	0.00	39,215.11
Total Income	20,203.64	66,835.11	10,103.98	6,477.04	103,619.77
Expense					
50000 - Personnel					
50005 - Salaries	17,449.83	2,808.54	3,124.88	0.00	23,383.25
50025 - Employer Taxes - Federal	1,334.90	214.87	239.06	0.00	1,788.83
50035 - Health Insurance	1,004.26	0.00	0.00	0.00	1,004.26
50040 - Workers Comp Insurance	392.25	0.00	0.00	0.00	392.25
Total 50000 - Personnel	20,181.24	3,023.41	3,363.94	0.00	26,568.59
50045 - Operating					
50050 - Rent Office Space	1,234.00	0.00	334.00	0.00	1,568.00
50055 - Storage	431.51	0.00	0.00	0.00	431.51
50060 - Accounting	1,542.60	0.00	0.00	300.00	1,842.60
50075 - Intern/Consultant	25.00	0.00	0.00	0.00	25.00
50080 - Bank & Credit Card Charges	24.31	0.00	0.00	0.00	24.31
50085 - Repair/Maintenance/Cleaning	407.00	0.00	0.00	0.00	407.00
50090 - Office Supplies	112.76	0.00	0.00	0.00	112.76
50100 - Printing/Photocopy	92.46	0.00	0.00	0.00	92.46
50115 - Staff Development	500.00	0.00	0.00	0.00	500.00
50120 - Meetings	7.70	0.00	0.00	0.00	7.70
50130 - Telephone & Internet	513.02	110.00	0.00	0.00	623.02

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July 2015

	110 GENERAL	220 SPECIAL EVENTS	410 BID CONTRACT	510 MAD	TOTAL
50135 · Parking/Mileage	214.58	0.00	0.00	0.00	214.58
50330 · D & O / Liability Insurance	0.00	0.00	715.91	0.00	715.91
Total 50045 · Operating	5,104.94	110.00	1,049.91	300.00	6,564.85
51000 · Neighborhood/Outreach Promotion					
51525 · Promotion/Marketing/Campaigns	1,120.00	0.00	0.00	0.00	1,120.00
51535 · Web Site Communications	0.00	9.95	0.00	0.00	9.95
51540 · Business Mixers/Open House	145.07	0.00	538.59	0.00	683.66
51545 · Newsletter	0.00	0.00	801.66	0.00	801.66
51555 · Farmer's Market	0.00	890.00	0.00	0.00	890.00
51565 · Hillcrest Map	1,500.00	0.00	0.00	0.00	1,500.00
51575 · Pride Flag Project	887.04	0.00	0.00	0.00	887.04
51800 · Pride of Hillcrest/Block Party	0.00	60,212.65	0.00	0.00	60,212.65
Total 51000 · Neighborhood/Outreach Promotion	3,652.11	61,112.60	1,340.25	0.00	66,104.96
51520 · City Fest					
Advertising	0.00	983.90	0.00	0.00	983.90
Concessions	0.00	2,274.00	0.00	0.00	2,274.00
Entertainment	0.00	1,247.50	0.00	0.00	1,247.50
Equipment Rental	0.00	17,290.50	0.00	0.00	17,290.50
Permits	0.00	150.00	0.00	0.00	150.00
Supplies/Printing	0.00	1,077.34	0.00	0.00	1,077.34
Total 51520 · City Fest	0.00	23,023.24	0.00	0.00	23,023.24
53000 · Physical Improvements					
53125 · Hillcrest Sign Utilities/Maint.	0.00	0.00	0.00	64.27	64.27
53130 · Security	0.00	0.00	0.00	3,165.13	3,165.13
53135 · Street Cleaning	0.00	0.00	2,657.44	1,250.56	3,908.00
53150 · Dumpsters	315.00	0.00	338.11	0.00	653.11
53155 · Tree & Flower Maintenance	2,093.59	0.00	1,354.33	1,697.08	5,145.00
Total 53000 · Physical Improvements	2,408.59	0.00	4,349.88	6,177.04	12,935.51
Total Expense	31,346.88	87,269.25	10,103.98	6,477.04	135,197.15
Net Income	-11,143.24	-20,434.14	0.00	0.00	-31,577.38

Hillcrest Business Improvement Association, Inc.

A/R Aging Summary

As of July 31, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Above & Beyond USA	0.00	0.00	0.00	0.00	52.00	52.00
Anheuser-Busch	0.00	5,000.00	0.00	0.00	0.00	5,000.00
Budweiser	0.00	5,000.00	0.00	0.00	0.00	5,000.00
Buffalo Exchange, LTD	0.00	0.00	0.00	0.00	52.00	52.00
Campari America	0.00	0.00	0.00	0.00	3,000.00	3,000.00
Deli Lama	0.00	0.00	0.00	0.00	52.00	52.00
DINE CRG	0.00	0.00	0.00	0.00	500.00	500.00
Fastbiz	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
H & R Block	0.00	0.00	0.00	0.00	52.00	52.00
Mint 11	0.00	0.00	0.00	0.00	52.00	52.00
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
Remo Partners LLC	0.00	0.00	0.00	0.00	52.00	52.00
ROC Concepts LLC	0.00	0.00	0.00	0.00	52.00	52.00
San Diego County Bicycle Coalition	1,597.80	0.00	0.00	0.00	0.00	1,597.80
San Diego Pride	0.00	0.00	0.00	0.00	3,200.00	3,200.00
Scripps Health	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Stoli Group USA	0.00	5,000.00	0.00	0.00	0.00	5,000.00
Tammy's Beauty Salon	0.00	0.00	0.00	0.00	104.00	104.00
The Integer Group	0.00	500.00	0.00	0.00	0.00	500.00
The Unoptical, Inc.	0.00	0.00	0.00	0.00	52.00	52.00
Two Hands Mobile Message	0.00	0.00	0.00	0.00	350.00	350.00
Vortex Maintenance, Inc.	0.00	0.00	0.00	0.00	52.00	52.00
Which Wich	0.00	0.00	0.00	0.00	52.00	52.00
Whole Foods Market	0.00	0.00	0.00	0.00	600.00	600.00
	1,597.80	15,500.00	0.00	0.00	18,586.00	35,683.80

Contracting Agreement

September 8, 2015

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 West Rhode and Roberts (hereinafter referred to as "Consultant"), whose address is 2741 Fourth Ave. San Diego, CA 92103. HBA and Consultant are sometimes hereinafter collectively referred to as the "Parties" or individually as a "Party".

Recitals

HBA provides a wide variety of services and administers a variety of contracts in service of its mission. It also is required by its agreements with the City of San Diego to perform an annual financial audit. This Agreement outlines the Auditing and Tax Preparation services required by HBA ("Services").

1. Services:

Consultant shall manage accounting activities of HBA in accordance with the scope of services set forth in Exhibit A, attached hereto and incorporated by reference herein.

2. Term

The Parties agree that this agreement shall commence on date of signing and must be completed before November 30, 2016.

3. Independent Contractor :

It is agreed by the Parties that Consultant is an independent contractor and is not an employee of HBA. Employee payroll or other direct expenses incurred to perform the scope of services outlined in Exhibit A will be at the sole expense of Consultant, including, but not limited to, Workers Compensation Insurance, local, state and federal payroll taxes, and payroll taxes, or other fees, taxes or assessments mandated by Federal and State law.

4. Supervision

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

5. Governing Law and Jurisdiction:

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. Further, Contractor shall comply with all Generally Accepted Accounting Principals (GAAP), as revised from time to time by the Federal Government.

6. Conflict of Interest

The Parties agree and acknowledge that neither has been made aware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Further, prior to commencement of the Agreement, Contractor shall be required to review and execute the Conflict of Interest Policy of the HBA, a copy of which is attached herein as Exhibit B and incorporated by reference herein. And finally, notwithstanding the above, it is agreed between the parties that Contractor shall comply with any 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.

7. Consideration:

It is understood between the Parties that the consideration for the scope of services in Exhibit A performed by Consultant shall be a flat monthly fee of \$6,500 and shall be paid by HBA within 30 days of receipt of an invoice presented by Consultant representing the completion services incurred pursuant Exhibit A.

8. Trademark Licensing, Intellectual Property and Branding:

It is agreed by the Parties that HBA shall retain the exclusive rights to sell any HBA related merchandise and tickets and to conduct promotions for any business relating to Hillcrest and HBA. Further, Hillcrest Taste 'n Tinis, Hillcrest CityFest, the Taste of Hillcrest, the Hillcrest Sign logo, The Fabulous Hillcrest logo, Pride of Hillcrest Block Party, Hillcrest Farmers Market and the related marks are, and always have been, the property of HBA.

9. Agreements with Third Parties

Prior to execution of any third party agreement, Contractor shall disclose and provide to HBA copies of any agreements with third parties related to activities of the HBA, including rental agreements, service contracts, entertainment agreements, sponsorships, in-kind donations, special payments, and mutual benefit arrangements. Verbal agreements shall be unenforceable, and no reimbursement or other consideration shall be paid by HBA to Consultant for agreements not executed by both Consultant and any third party.

10. Confidentiality:

Consultant shall not disclose or disseminate any information, including but not limited to accounting records, receipts, contracts, agreements, or correspondence to any other party for any reason. It is understood between the Parties that most financial records of HBA are subject to the Public Information Act, all including but not limited to accounting records, receipts, contracts, agreements, contracts or correspondence in their possession, used during the performance of the scope in Exhibit A shall be considered privileged and disclosure or dissemination shall not be released by Contractor in any fashion. Any requests for information shall be forwarded immediately to HBA.

11. Marketing, logos and sponsor recognition

Subject to prior approval of any agreements, only trademarked Hillcrest logos shall be used on all promotional and signage elements for the event including, but not limited to banners, signs, and advertising. All events shall be clearly described as a production of

the “Hillcrest Business Association” or “Fabulous Hillcrest”. Any sponsorship agreements shall not create the impression that the event is owned by any third party, and shall be subject to the provisions of paragraph 5 above.

12. 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.

13. 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.

14. Integration

This Agreement supersedes all prior or contemporaneous agreements, understandings, promises, representation, and discussions, whether written or oral, or whether expressed, implied or apparent. No waiver or modification of any term of this Agreement shall be valid or binding unless in writing and executed by both Parties.

15. 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.

16. 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.

17. 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, 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.

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

HILLCREST BUSINESS
ASSOCIATION

CONSULTANT

By: _____

By: _____

Benjamin Nicholls
Executive Director, HBA
ADDRESS:
3737 Fifth Avenue, #202
San Diego, CA 92103
(619) 299-3330 Tel.
(619) 299-4230 Fax.

:

- Exhibit A: Scope of Services
- Exhibit B: Conflict of Interest Policy

Attachment A: Scope of Services

Consultant agrees to manage book keeping and accounting services for HBA including the following activities:

Auditing Services:

- Undertake a complete financial audit for the organization for the fiscal year July 1, 2014 through June 30, 2015.
- Projects funded by the City must be clearly identified in the audit report, as well as the dollar amount allocated to the program by the City. All sources of other funding must also be clearly delineated.
- The financial statements must be prepared in accordance with Generally Accepted Accounting Principles (“GAAP”), and audited by an independent Certified Public Accountant (“CPA”), in accordance with Generally Accepted Auditing Standards (“GAAS”).
- This audit report shall include the following statements:
 - A statement of expenditure of City funds, by program, identified in the same expenditure categories as set forth in the City approved Budget Report (provided by HBA), and compared with the corresponding budgeted amounts;
 - a statement of revenues and expenditures, including a balance sheet of all funds received by Contractor; and
 - a statement of compliance, setting forth Contractor’s compliance with the terms and conditions of agreements with the City of San Diego (provided by HBA).
- Contractor shall provide the City with a copy of the financial statement audit by 10/30/15 in digital form and three printed copies (1 unbound, 2 bound).

Tax Preparation Services

- Complete all appropriate state and federal tax returns (including Form 990) for the organization for the fiscal year July 1, 2014 through June 30, 2015.
- Complete any required forms or paperwork related to the tax returns.

Attachment B: Conflict of Interest Policy

Attachment C: SOP #2. Financial Operations

Contracting Agreement

September 8, 2015

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 MFJ Systems (hereinafter referred to as "Consultant"), whose address is . HBA and Consultant are sometimes hereinafter collectively referred to as the "Parties" or individually as a "Party".

Recitals

HBA administers Hillcrest Business Improvement District and Maintenance Assessment District via contracts with the City of San Diego. This Agreement shall outline the bookkeeping and accounting services required by HBA in accordance with the contracts referred to above ("Services").

1. Services:

At the direction of HBA, Consultant shall manage accounting activities of HBA in accordance with the scope of services set forth in Exhibit A, attached hereto and incorporated by reference herein.

2. Term

The Parties agree that this agreement shall commence on date of signing and continue on a month-to-month basis, until terminated by either Party with thirty (30) days prior written notice to the address indicated above. During any thirty (30) day termination period, the Agreement shall remain in full force and effect and all work product shall remain the property of HBA and returned at the end of the termination period.

3. Independent Contractor :

It is agreed by the Parties that Consultant is an independent contractor and is not an employee of HBA. Employee payroll or other direct expenses incurred to perform the scope of services outlined in Exhibit A will be at the sole expense of Consultant, including, but not limited to, Workers Compensation Insurance, local, state and federal payroll taxes, and payroll taxes, or other fees, taxes or assessments mandated by Federal and State law.

4. Supervision

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

5. Governing Law and Jurisdiction:

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. Further, Contractor shall comply with all

Generally Accepted Accounting Principals (GAAP), as revised from time to time by the Federal Government.

6. Conflict of Interest

The Parties agree and acknowledge that neither has been made aware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Further, prior to commencement of the Agreement, Contractor shall be required to review and execute the Conflict of Interest Policy of the HBA, a copy of which is attached herein as Exhibit B and incorporated by reference herein. And finally, notwithstanding the above, it is agreed between the parties that Contractor shall comply with any 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.

7. Consideration:

It is understood between the Parties that the consideration for the scope of services in Exhibit A performed by Consultant shall be a flat monthly fee of \$700 and shall be paid by HBA within 30 days of receipt of an invoice presented by Consultant representing the completion of the prior month services incurred pursuant Exhibit A.

8. Trademark Licensing, Intellectual Property and Branding:

It is agreed by the Parties that HBA shall retain the exclusive rights to sell any HBA related merchandise and tickets and to conduct promotions for any business relating to Hillcrest and HBA. Further, Hillcrest Taste 'n Tinis, Hillcrest CityFest, the Taste of Hillcrest, the Hillcrest Sign logo, The Fabulous Hillcrest logo, Pride of Hillcrest Block Party, Hillcrest Farmers Market and the related marks are, and always have been, the property of HBA.

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Prior to execution of any third party agreement, Contractor shall disclose and provide to HBA copies of any agreements with third parties related to activities of the HBA, including rental agreements, service contracts, entertainment agreements, sponsorships, in-kind donations, special payments, and mutual benefit arrangements. Verbal agreements shall be unenforceable, and no reimbursement or other consideration shall be paid by HBA to Consultant for agreements not executed by both Consultant and any third party.

10. Confidentiality:

Consultant shall not disclose or disseminate any information, including but not limited to accounting records, receipts, contracts, agreements, or correspondence to any other party for any reason. It is understood between the Parties that most financial records of HBA are subject to the Public Information Act, all including but not limited to accounting records, receipts, contracts, agreements, contracts or correspondence in their possession, used during the performance of the scope in Exhibit A shall be considered privileged and disclosure or dissemination shall not be released by Contractor in any fashion. Any requests for information shall be forwarded immediately to HBA.

11. Marketing, logos and sponsor recognition

Subject to prior approval of any agreements, only trademarked Hillcrest logos shall be used on all promotional and signage elements for the event including, but not limited to banners, signs, and advertising. All events shall be clearly described as a production of the “Hillcrest Business Association” or “Fabulous Hillcrest”. Any sponsorship agreements shall not create the impression that the event is owned by any third party, and shall be subject to the provisions of paragraph 5 above.

12. 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.

13. 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.

14. Integration

This Agreement supersedes all prior or contemporaneous agreements, understandings, promises, representation, and discussions, whether written or oral, or whether expressed, implied or apparent. No waiver or modification of any term of this Agreement shall be valid or binding unless in writing and executed by both Parties.

15. 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.

16. 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.

17. 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, 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.

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

HILLCREST BUSINESS
ASSOCIATION

CONSULTANT

By: _____

By: _____

Benjamin Nicholls
Executive Director, HBA
ADDRESS:
3737 Fifth Avenue, #202
San Diego, CA 92103
(619) 299-3330 Tel.
(619) 299-4230 Fax.

:

- Exhibit A: Scope of Services
- Exhibit B: Conflict of Interest Policy

Attachment A: Scope of Services

Consultant agrees to manage book keeping and accounting services for HBA including the following activities:

General Book Keeping:

- Receive invoices relating to municipal contracts from the Executive Director that will be coded to various municipal contracts and budget accounts.
- Generate checks relating to municipal contracts for payment through HBA's Quickbooks system and code the payments to various budget items and municipal contracts.
- Prepare checks relating to municipal contracts once every two weeks for presentation to the Treasurer for signature.
- File all checks, invoices and deposit records in the HBA filing system on site at HBA offices.
- Provide a financial report each month relative to the municipal contracts, with details specified by the Treasurer, illustrating expenditures and reimbursements.
- Meet monthly with the Executive Director and Treasurer to discuss the financial report.
- If necessary, work with other HBA book keeping staff or consultants to effectively and seamlessly prepare financial documents and reports.
- Provide technology to be able to engage with HBA existing book keeping system either remotely or via regular updates.

Contract Management

- Provide monthly reports to the City of San Diego related to the management of municipal contracts as described by the details of the contract.
- Work with the Executive Director to provide monthly reimbursement reports to the City of San Diego for the municipal contracts.
- Work with the Executive Director to prepare financial documents as needed for annual processes relating to municipal contracts such as an organizational audit.
- With the inclusion of the Executive Director, engage with municipal contract managers to trouble shoot any issues and answer any questions.

Annual Audit

- Work with HBA's auditor to provide all documents and records related to municipal contracts as requested.

Attachment B: Conflict of Interest Policy

Attachment C: SOP #2. Financial Operations

Contracting Agreement

September 8, 2015

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 MFJ Systems (hereinafter referred to as "Consultant"), whose address is . HBA and Consultant are sometimes hereinafter collectively referred to as the "Parties" or individually as a "Party".

Recitals

HBA provides a wide variety of services and administers a variety of contracts in service of its mission. This Agreement outlines the bookkeeping and accounting services required by HBA unrelated to any municipal contract ("Services").

1. Services:

At the direction of HBA, Consultant shall manage accounting activities of HBA in accordance with the scope of services set forth in Exhibit A, attached hereto and incorporated by reference herein.

2. Term

The Parties agree that this agreement shall commence on date of signing and continue on a month-to-month basis, until terminated by either Party with thirty (30) days prior written notice to the address indicated above. During any thirty (30) day termination period, the Agreement shall remain in full force and effect and all work product shall remain the property of HBA and returned at the end of the termination period.

3. Independent Contractor :

It is agreed by the Parties that Consultant is an independent contractor and is not an employee of HBA. Employee payroll or other direct expenses incurred to perform the scope of services outlined in Exhibit A will be at the sole expense of Consultant, including, but not limited to, Workers Compensation Insurance, local, state and federal payroll taxes, and payroll taxes, or other fees, taxes or assessments mandated by Federal and State law.

4. Supervision

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

5. Governing Law and Jurisdiction:

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. Further, Contractor shall comply with all

Generally Accepted Accounting Principals (GAAP), as revised from time to time by the Federal Government.

6. Conflict of Interest

The Parties agree and acknowledge that neither has been made aware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Further, prior to commencement of the Agreement, Contractor shall be required to review and execute the Conflict of Interest Policy of the HBA, a copy of which is attached herein as Exhibit B and incorporated by reference herein. And finally, notwithstanding the above, it is agreed between the parties that Contractor shall comply with any 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.

7. Consideration:

It is understood between the Parties that the consideration for the scope of services in Exhibit A performed by Consultant shall be a flat monthly fee of \$1,145 and shall be paid by HBA within 30 days of receipt of an invoice presented by Consultant representing the completion of the prior month services incurred pursuant Exhibit A.

8. Trademark Licensing, Intellectual Property and Branding:

It is agreed by the Parties that HBA shall retain the exclusive rights to sell any HBA related merchandise and tickets and to conduct promotions for any business relating to Hillcrest and HBA. Further, Hillcrest Taste 'n Tinis, Hillcrest CityFest, the Taste of Hillcrest, the Hillcrest Sign logo, The Fabulous Hillcrest logo, Pride of Hillcrest Block Party, Hillcrest Farmers Market and the related marks are, and always have been, the property of HBA.

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10. Confidentiality:

Consultant shall not disclose or disseminate any information, including but not limited to accounting records, receipts, contracts, agreements, or correspondence to any other party for any reason. It is understood between the Parties that most financial records of HBA are subject to the Public Information Act, all including but not limited to accounting records, receipts, contracts, agreements, contracts or correspondence in their possession, used during the performance of the scope in Exhibit A shall be considered privileged and disclosure or dissemination shall not be released by Contractor in any fashion. Any requests for information shall be forwarded immediately to HBA.

11. Marketing, logos and sponsor recognition

Subject to prior approval of any agreements, only trademarked Hillcrest logos shall be used on all promotional and signage elements for the event including, but not limited to banners, signs, and advertising. All events shall be clearly described as a production of the “Hillcrest Business Association” or “Fabulous Hillcrest”. Any sponsorship agreements shall not create the impression that the event is owned by any third party, and shall be subject to the provisions of paragraph 5 above.

12. 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.

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14. Integration

This Agreement supersedes all prior or contemporaneous agreements, understandings, promises, representation, and discussions, whether written or oral, or whether expressed, implied or apparent. No waiver or modification of any term of this Agreement shall be valid or binding unless in writing and executed by both Parties.

15. 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.

16. 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.

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

HILLCREST BUSINESS
ASSOCIATION

CONSULTANT

By: _____

By: _____

Benjamin Nicholls
Executive Director, HBA
ADDRESS:
3737 Fifth Avenue, #202
San Diego, CA 92103
(619) 299-3330 Tel.
(619) 299-4230 Fax.

:

- Exhibit A: Scope of Services
- Exhibit B: Conflict of Interest Policy

Attachment A: Scope of Services

Consultant agrees to manage book keeping and accounting services for HBA including the following activities:

General book keeping

- Implement the activities described for the Book Keeper in SOP #2 Financial Operations (Attachment C) to ensure efficient processing of accounts payable, receivable, deposits and disbursements.
- Provide monthly financial reports as described in SOP #2 Financial Operations to be ready 72 hours prior to the monthly Executive Committee of the organization.
- Maintain an accurate and well-kept filing system in HBA offices for all accounts payable, receivable and all financial paperwork.
- Maintain the organization's chart of accounts and classes based on the organization's annual budget and clearly allocate expenses and deposits based on guidance from the Executive Director.
- Assist the Executive Director concerning day to day financial occurrences including but not limited to answering general financial questions and preparing reports as needed.

Organizational Assistance

- Report to the Executive Director on a day to day basis.
- Provide the Executive Director with assistance and advice in managing, organizing and understanding financial transactions of the organization.
- In concert with the Executive Director, provide assistance and guidance to members of the Executive Committee and Treasurer.
- In the forum provided by publicly noticed Executive Committee meetings, provide feedback to the committee concerning any operational or conflictual concerns.
- Work with the Executive Director to provide feedback on annually preparing the organizational budget.

Attachment B: Conflict of Interest Policy

Attachment C: SOP #2. Financial Operations



September 8, 2015

Marlon Pangilinan
Senior Planner
City of San Diego Planning Department
1222 First Avenue MS-413
San Diego, Ca 92101

Dear Marlon,

The Hillcrest Business Association has been an active partner in the creation of the draft Uptown Community Plan. As you know, over the last several years the HBA has created a robust engagement program, entitled Hillcrest 2.0, to connect with our members and obtain their input into the planning process. I doubt you have witnessed a more comprehensive effort by any organization in Uptown to connect with its members on this issue. We have had hundreds of participants in this process. We are gratified to see that many of the proposals and suggestions from this outreach effort have been included in the draft plan.

As part of our continuing commitment to engage with the plan update process, the HBA and the Hillcrest CDC are currently conducting an exhaustive review of the draft plan. We are reviewing chapters on a regular basis. This letter provides our current detailed feedback on the chapters we have reviewed so far. These include: Land Use, Mobility, Urban Design, Economic Prosperity and Historic Preservation. We anticipate providing further feedback on the remaining chapters in the coming months.

For the most part, the Hillcrest Business Association is encouraged and enthusiastic about the plan as presented. However, the details are very important. Please find below our specific notes relative to each chapter. In the notes we call out specific items that we are particularly supportive of, however, that notation shouldn't be construed to mean that we're not in support of the other elements of the plan, we're simply calling attention to the elements we're most in favor of.

Land Use

The Hillcrest business community is interested in making the most of allowable density. We would like to see the dwelling units per acre tweaked to achieve this. On pages LU 26 – 29

- Please modify the Residential Medium - high definition to 30-45 DU/AC
- Please modify the Residential High definition to 46-73 DU/AC
- Please modify Community Commercial definition to 0-45 DU/AC
- Please extend the all Community Commercial areas described to a CC 0-109 DU/AC
- The HBA is excited to see an expanded description of the East end of our commercial district. As a result are supportive of paragraph 2 on page LU 33.
- We are excited to see that our ideas about creating “buffer” uses between nightlife and residential uses has been included. We are supportive of LU 2.13 on page LU 34.



- The business community is supportive of new development that encourages a positive pedestrian environment and as a result we are supportive of policies LU 3.8 - LU 3.11 on page LU 37,
- We are particularly enthusiastic about strengthening the East gateway in the neighborhood including the strengthening of the Egyptian Quarter District and are thus supportive of LU 3.12 - LU 3.17 on page LU 38.
- The business community strongly support strengthening pedestrian connections between Hillcrest proper and the medical district and are thus supportive of policy LU 3.20 on page LU 39.
- As part of our outreach program, Hillcrest 2.0, the Hillcrest business community proposed a form of incentive zoning. We are excited to see that these creative types of programs have been included in the plan. We are supportive of policies LU 4.1 through LU 4.4 on page LU 41.

Mobility

- On page MO 46 under policy MO 1.3 we would like the addition of a bullet point noting the long standing desire of the neighborhood and transportation planners to create diagonal parking on Essex Street.
- We would also like to request that in this plan it be recommended that the City and SANDAG align their proposed bicycle plans.
- Hillcrest businesses are enthusiastic to encourage creative transportation ideas to both solve community transportation and parking issues, while at the same time enabling new development. On page MO 57, we are in support of policies MO 6.6, 6.7, 6.9, 6.10.

Urban Design

- The HBA and its members believe that public private partnerships are an excellent way to create public spaces. On page UD 79-80, please mention the use of Density Bonuses as a tool for increasing public space.
- The HBA supports the creation of building massing and building frontage that relate well to a pedestrian experience. On page UD 82, we are supportive of policies UD 4.66, 4.68.
- The HBA supports appropriate building massing relative to other buildings. On page UD 83 supportive of this section.
- The HBA believes that canyons and natural open spaces are an important asset to the community. Please do not prohibit carports on new canyon residences. Well-designed carports can retain pedestrian views of canyons that a wall of garage doors would block.
- The HBA asks that urban design policies encourage ADA accessibility in new construction.

Economic Prosperity

- The Hillcrest business community believes that there are many spokes to the wheel of economic development. We are supportive of creative ideas for economic development strategies. We proposed the revitalization of neighborhood alleyways, creation of boutique hotels and the expanded use of parking district funds as economic development



strategies. As a result of this, on page EP89 we are supportive of EP 1.1 – 1.4 and on page EP 90 policies 1.6 and 1.7.

- The Hillcrest Business Association would like to add a comment on page EP 91 under the paragraph relating to Maintenance Assessment Districts stating that the neighborhood desires and would benefit from the expansion of the existing East MAD. Also, on that page the HBA requests that, under the section relating to National Main Street Organizations, that it is the intention of the neighborhood to create a Main Street Organization in the heart of Hillcrest as the primary historic preservation tool in Hillcrest.
- We are excited to see that the preservation of the nightlife and entertainment district is called out on page EP 92. We would like to propose that the district be specifically defined in a policy of its own. Furthermore, we would like that policy clearly state the Hillcrest LGBT Entertainment District be further defined in future city legislation. We would like to register our endorsement of EP 2.1, 2.2, and 2.3. Also, we would like to request the addition of policies that call for an increase in public private partnerships in economic development strategies, such as the expansion of the East MAD or closer cooperation between the community parking district and developers.
- On page EP 93 we noted that the Core MAD is not listed on the map.

Historic preservation

- The Hillcrest Business Association is dedicated to responsible historic preservation. Historic preservation can be a useful tool in economic development. The HBA has sought for several years to create a National Main Street program in Hillcrest. We would seek to use this as Hillcrest's primary tool for historic preservation in the commercial core. To that end, we would like HP 3.3 on page HP 152 to be revised to specifically call for the creation of a National Main Street Program and identify this as the tool by which historic preservation stewardship in the Hillcrest commercial core is undertaken.
- While the business community supports the identification and restoration of historic buildings in the commercial areas, we are strongly opposed to the creation of the historic district in Hillcrest's commercial core. We believe that the creation of a main street program is the best way to preserve the character of historic buildings in the neighborhood while at the same time growing business. We respectfully request that the identified district on page HP 185 be removed entirely.

Implementation

- Hillcrest Businesses are eager to support new residential development and growth in the neighborhood, especially along the commercial corridors. To that end, we recommend that the map on page IE 193 be modified to describe a consistent height zone throughout all of Hillcrest.
- We strongly support the incentive Zone Program described on page IE 192.
- The business community supports the notes on page IE 197 concerning parking access from alleyways and utility equipment being located below ground.
- It is important to create a street environment in new development that is pleasing to pedestrians, therefore the HBA supports the recommendations on page IE 192 concerning street wall design, setbacks, step backs and commercial uses on the ground floor.



However, the business community would like to modify section (b) part (5) so that it provides for a recommended 15 feet floor-to-ceiling height on the ground floor rather than a required one.

- The business community recognizes that it is often difficult to develop small parcels and sees the value of maintaining the character of Hillcrest's small storefronts, to that end we strongly support part (11) on page IE 198 concerning parking exemptions.

As has been mentioned previously, this letter constitutes the beginning of our work. We will be reviewing the final elements of the plan and will relay our comments and thoughts concerning them at a future date.

Yours sincerely,

Benjamin Nicholls
Executive Director

DRAFT



Proxy Ballot

This is the **proxy ballot** for the 2015 Hillcrest Business Association Board of Directors election. The election will be held at the Hillcrest Business Association Annual Meeting on October 13, 2015.

This ballot should be used by those who wish to vote but can not be present at the Annual Meeting.

This election will fill seven two year vacancies whose term will expire October 2017 and the completion of two partial terms which will expire October 2016.

Business owners who have fully paid their BID assessment as of September 1, 2015 are eligible to vote.

Votes may be cast by mail using this proxy ballot or in person at the **Hillcrest Business Association Annual Meeting at 5pm on October 13, 2015**. The meeting will be held at Oscar Wilde’s Irish Pub at 1440 University Ave. Nominations may be made from the floor at the Annual Meeting provided nominees have expressed their interest to run in writing prior to the meeting.

Failure to follow directions on this ballot will disqualify the ballot.

Please Vote:

Business owners nominated to the HBA Board of Directors.

Please vote for up to nine candidates by placing an X in the box next to the candidate:

- | | |
|--|--|
| <input type="checkbox"/> Ryan Bedrosian ~ Rich’s Nightclub | <input type="checkbox"/> Paul Smith ~ The Merrow * |
| <input type="checkbox"/> Michael Brennan ~ Carlson Douglas | <input type="checkbox"/> Alfonzo Tsing ~ Comerica Bank |
| <input type="checkbox"/> Tami Daiber ~ Carlton Management | <input type="checkbox"/> Gioia Marino-Fanelli ~ Gioia’s Room * |
| <input type="checkbox"/> Charles Kauffman ~ Bread and Cie | <input type="checkbox"/> Delour Younan ~ Hillcrest Shell |
| <input type="checkbox"/> Larry Malone ~ Empire House | |

* denotes mid term election. Term concludes in 2016

Please complete the information below to validate your ballot:

Name: _____ Business Name: _____

Business Tax ID: _____ Address: _____

Contact Phone Number: _____

Signature: _____

Please mail or deliver your ballot to the Hillcrest Business Association offices before 5pm on October 13, 2014.

Please deliver to:

Hillcrest Business Association ~ 3737 5th Ave. #202 ~ San Diego, CA 92103

Fax: (619) 299-4230 benjamin@hillcrestbia.org

To read candidate biographies and proposed bylaw changes please visit www.hillcrestbia.org.