



Hillcrest Business Association
Board of Directors Meeting
Public Meeting ~ March 10, 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. Guest speakers (5 minutes per speaker) | | 10 minutes |
| • Morton, SD Human Dignaty Foundation | | |
| • E. Hannon, Uptown Community Parking District | | |
| 4. President's report | J. Hale | 5 minutes |
| 5. Executive Director's report | B. Nicholls | 5 minutes |
| 6. Consent agenda (action) | E. Reynoso | 2 minutes |
| • Approval of minutes (January 2015) ¹ | | |
| • Approval of financials (December 2014) ² | | |
| 7. Discussion concerning innitiative to address homeless issues in Hillcrest (action) ³ | B. Nicholls | 10 minutes |
| 8. Discussion and approval of contract to repair median lights (action) ⁴ | C. Moreno | 5 minutes |
| 9. Discussion and approval of partnership relating to Hillcrest Craft Beer Crawl (action) | M. Ramero | 5 minutes |
| 10. Review of proposed contract language for BID agreement with | B. Nicholls | 5 minutes |

Attachments:

1. Board minutes February, 2015
2. Board financial documents January, 2014

3. Outline of proposed homeless initiative
4. Contract for replacement of median lights

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.

Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, 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
3737 Fifth Ave. #202, San Diego, CA 92103
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the City of San Diego (information)

11. Adjourn

Attachments:

- | | |
|--|--|
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| 2. Board financial documents January, 2014 | 4. Contract for replacement of median lights |

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Hillcrest Business Association
Board of Directors Meeting
Public Meeting ~ February 10, 2015, 5pm
Joyce Beers Community Center
1230 Cleveland Ave., San Diego CA 92103

Board in attendance: Ryan Bedrosian, Michael Brennan, Tami Daiber, Jonathan Hale, Pete Katz, Charles Kauffman, Sam Khorish, Cecelia Moreno, Maggie Roland, Brett Serwalt, Alphonso Tsang, Glenn Younger, Delour Younnan

Staff in attendance: Benjamin Nicholls, Megan Gamwell, Mary Joseph

Guests in attendance: Elizabeth Studebaker, Ben Cartwright, Ian Johnson, David Lundin, Paul Smith, Matt Wahlstrom, Elizabeth Hannon

Public comment (2 minutes per speaker)

E. Hannon announced that the Uptown Community Parking District was holding its annual community out reach meeting and invited the audience to attend on Thursday February 26, 2015.

M. Wahlstrom thanked the HBA for updating the 2014 Annual Report link on the website.

C. Moreno spoke on behalf of the HBA Finance committee and reported the 2014 net income of Taste of Hillcrest, Block Party, CityFest and Hillcrest Farmers Market.

J. Hale invited B. Cartwright and I. Johnson of the LGBT Community Center to the front of the room to receive a donation from the HBA. The HBA donated 50% of its proceeds from Nightmare on Normal Street to the LGBT Center.

Presidents Report

J. Hale thanked everyone who came out to the recent HBA Open House event last week. There was a great turn out and attendance was high.

J. Hale announced Hillcrest Mardi Gras taking place on February 17th and announced that the HBA seeks volunteers for the evening.

J. Hale encouraged attendees to attend Tantrum and Tiaras.

Executive Report



B. Nicholls reported on the promotions and production of Hillcrest Mardi Gras and announced that ticket sales are strong. The HBA is also working to secure permits for Pride Block Party and Cityfest.

B. Nicholls informed the board that the current staffing model is being reviewed after Debbie Daniels, Operations Program Manger left and will be holding staff reviews later in the month.

Consent Agenda

J. Hale called for modifications to the consent agenda and requested the minutes be pulled.

B. Nicholls circulated the modified minutes. A comment regarding HBA financial review made by D. Lundin have been added to the modified minutes.

M. Brennan requested that the minutes be modified to say “property owners” instead of SanDag under the second bullet point in the SanDag action item.

Motion to approve the January minutes with the modifications (G. Younger/ C. Moreno) 11/0/2

J. Hale asked if there was public comment concerning the modifications.

- Approval of financials (December 2014)
- Approval of letter of support for San Diego Half Marathon
- Approval of letter of support for San Diego Pride

Motion to approve consent agenda (G. Younger /C. Moreno) 13/0/0

Discussion concerning east MAD expansion and authorization to survey property owners (action)

B. Nicholls informed the board that the HBA has been working for some years to expand the MAD at the east end of Hillcrest. Currently the MAD raises only \$15,000 to maintain the medians on University between 10th and Normal Street. There have been a number of requests to expand the MAD to be similar to the MAD at the west end of town and to provide security and enhanced maintenance.

J Hale asked for public comment on the item.

P. Katz stated that a MAD for the east end of town would help make Hillcrest more cohesive.



P. Katz requested that the Board give B. Nicholls guidance to work with property owners on the east end of town to form a new MAD.

C. Moreno asked if the new Mad would go from 6th Ave. to Park Blvd.

P. Katz stated that the MAD would extend to at least Normal Street.

C. Moreno inquired on how the property managers would be assessed.

B. Nicholls stated that at least 50% of businesses must be in support for the MAD.

S. Khorish said he would support the expansion as long as it extended to Park Blvd.

Motion to approve B. Nicholls to work with and survey property owners from 6th Ave. - Park Blvd for a MAD expansion. (S. Khorish / P. Katz) 13/0/0

Business Improvement District Budget (action)

B. Nicholls informed the Board that the HBA budget is approved on a variety of timelines. The City requires that the HBA approve the expenditures relating to the Business Improvement District at tonight's meeting. The action today is to approve the BID budget so it can be forwarded to the city for their consideration.

B. Nicholls directed the board to observe the changes made to the budget in the board packet.

J. Hale asked for public comment.

E. Studebaker clarified that two years ago the city began sending BID funds and disbursements in advance.

M. Wahlstrom would like to see a year-to-year budget and requested that details be provided in the budget. Specifically M. Wahlstrom requested details be outlined for the Executive Directors salary and Marketing and Promotions line items.

C. Moreno addressed M. Wahlstroe's concerns regarding M. Joseph and B. Nicholls operational procedures and the budget.

M. Joseph commented that the ledger is very detailed.

Motion to approve the Business Improvement budget. (S. Khorish / P. Katz) 13/0/0

Pride Plaza update and authorization for "parklet" demonstration (action)



B. Nicholls presented the Pride Plaza update to the board. Part of the new idea is that once the board settles on a final plan for Pride Plaza, B. Nicholls would like to work with the City to render the idea in the space in a temporary way. This would take advantage of the new Parklet Pilot that the city is undertaking. In the past B. Nicholls had not included the temporary elements of project in his presentation and wanted to bring the board to speed on *Pride Plaza V.05*.

D. Lundin inquired on what the cost of phase one would be.

M. Wahlstrom stated that the Hillcrest CDC is still suspended.

M. Brennan expressed his support for the project and believes it will bring the community together.

A. Tsang suggested that the project be dog friendly.

G. Younger suggested funding sources and inquired about the water line replacement project might be a go to source for money.

Motion to approve phase .05 for Pride Plaza and the “parklet”. (P. Katz/ M. Brennan)
13/0/0

The meeting adjourned.

Hillcrest Business Improvement Association, Inc.

Balance Sheet

As of January 31, 2015

	<u>Jan 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
10035 · Comerica - Checking	217,560.40
Total Checking/Savings	<u>217,560.40</u>
Accounts Receivable	
12000 · Accounts Receivable	26,572.00
Total Accounts Receivable	<u>26,572.00</u>
Other Current Assets	
10115 · SBEP City Fees & Services	22,343.00
10120 · BID Receivable	77.78
10125 · MAD Receivable	26,768.72
10145 · Farmers Market Receivable	3,868.08
10155 · Prepaid Expense	5,607.20
10165 · Workers Compensation Deposit	842.00
10175 · Commission for Arts Grant Rcvbl	27,671.00
Total Other Current Assets	<u>87,177.78</u>
Total Current Assets	331,310.18
Fixed Assets	
10200 · Office Furniture & Equipment	19,273.93
10220 · Accumulated Depreciation	-14,178.80
Total Fixed Assets	<u>5,095.13</u>
TOTAL ASSETS	<u><u>336,405.31</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
20210 · Accrued Expenses	180.24
20225 · SBEP Advance	11,438.54
20230 · Sales Tax Payable	2.00

Hillcrest Business Improvement Association, Inc.

Balance Sheet

As of January 31, 2015

	<u>Jan 31, 15</u>
20235 - City Fest Deferred Revenue	8,000.00
21000 - Payroll Liabilities	
FUTA Payable	89.69
Vacation Payable	1,616.60
Total 21000 - Payroll Liabilities	<u>1,706.29</u>
Total Other Current Liabilities	<u>21,327.07</u>
Total Current Liabilities	<u>21,327.07</u>
Total Liabilities	21,327.07
Equity	
31100 - Unrestricted Net Assets	323,926.49
Net Income	-8,848.25
Total Equity	<u>315,078.24</u>
TOTAL LIABILITIES & EQUITY	<u><u>336,405.31</u></u>

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2014 through January 2015

				TOTAL		
	Jan 15	Budget	Variance	Jul '14 - Jan 15	Budget	Variance
Income						
40015 - CityFest	0.00			164,347.59	163,919.00	428.59
40020 - Farmers Market	14,956.80	18,334.00	-3,377.20	130,115.99	128,338.00	1,777.99
40030 - SBEP	3,147.98	2,816.00	331.98	11,230.48	13,800.00	-2,569.52
40040 - MAD	7,441.74	7,238.00	203.74	57,484.61	54,041.00	3,443.61
40045 - MAD Reserve	0.00	2,083.00	-2,083.00	0.00	14,581.00	-14,581.00
40050 - BID	10,036.47	9,351.00	685.47	66,440.88	67,689.00	-1,248.12
40055 - BID Carry Forward	77.78	84.00	-6.22	77.78	588.00	-510.22
40065 - Hillcrest Fat Tuesday	11,000.00	11,084.00	-84.00	11,000.00	11,084.00	-84.00
40080 - Newsletter/Advertising	0.00	84.00	-84.00	0.00	588.00	-588.00
40100 - Nightmare on Normal Street	0.00			38,366.25		
40115 - Taste 'N Tinis	760.64			5,226.64	19,847.00	-14,620.36
40125 - Amazing High Heel Race	2,000.00	0.00	2,000.00	2,000.00	0.00	2,000.00
40135 - Hillcrest Hoedown	0.00			0.00	37,583.00	-37,583.00
40140 - Banner Space	0.00	417.00	-417.00	0.00	2,919.00	-2,919.00
40155 - Pride of Hillcrest/Block Party	0.00			109,322.58	129,971.00	-20,648.42
40160 - Hillcrest Map.	0.00	250.00	-250.00	0.00	1,750.00	-1,750.00
40165 - Shop Hillcrest for the Holidays	0.00			2,000.00		
40180 - Other Income	150.00	130.00	20.00	658.49	910.00	-251.51
Total Income	49,571.41	51,871.00	-2,299.59	598,271.29	647,608.00	-49,336.71
Expense						
50000 - Personnel						
50005 - Salaries	14,946.70	14,259.00	687.70	97,785.08	94,713.00	3,072.08
50025 - Employer Taxes - Federal	1,233.10	1,139.00	94.10	8,099.24	7,581.00	518.24
50030 - Employer Taxes - State	926.69	826.00	100.69	1,703.00	826.00	877.00
50035 - Health Insurance	139.86	746.00	-606.14	5,675.78	5,222.00	453.78
50040 - Workers Comp Insurance	406.00	256.00	150.00	1,218.00	1,792.00	-574.00
Total 50000 - Personnel	17,652.35	17,226.00	426.35	114,481.10	110,134.00	4,347.10
50045 - Operating						
50050 - Rent Office Space	1,327.00	804.00	523.00	6,448.00	5,628.00	820.00
50055 - Storage	550.00	300.00	250.00	2,475.00	2,100.00	375.00
50060 - Accounting	1,844.20	1,843.00	1.20	12,911.40	12,901.00	10.40
50065 - Audit	0.00	0.00	0.00	5,000.00	7,375.00	-2,375.00

Hillcrest Business Improvement Association, Inc.

Profit & Loss Budget vs. Actual

July 2014 through January 2015

				TOTAL		
	Jan 15	Budget	Variance	Jul '14 - Jan 15	Budget	Variance
50070 · Equipment Purchase	0.00	225.00	-225.00	249.00	1,575.00	-1,326.00
50075 · Intern/Consultant	0.00	417.00	-417.00	4,482.00	2,919.00	1,563.00
50080 · Bank & Credit Card Charges	12.85	50.00	-37.15	195.04	350.00	-154.96
50085 · Repair/Maintenance/Cleaning	941.90	175.00	766.90	2,506.95	1,225.00	1,281.95
50090 · Office Supplies	914.41	267.00	647.41	1,888.83	1,869.00	19.83
50095 · Postage and Delivery	0.00	42.00	-42.00	199.79	294.00	-94.21
50100 · Printing/Photocopy	92.46	167.00	-74.54	864.18	1,169.00	-304.82
50110 · Dues/Subscriptions	1,250.00	167.00	1,083.00	1,750.00	1,169.00	581.00
50115 · Staff Development	0.00	209.00	-209.00	465.75	1,463.00	-997.25
50120 · Meetings	168.65	333.00	-164.35	1,284.07	2,331.00	-1,046.93
50125 · Legal	697.00			19,473.32	8,500.00	10,973.32
50130 · Telephone & Internet	1,080.71	737.00	343.71	5,756.63	5,159.00	597.63
50135 · Parking/Mileage	200.00	200.00	0.00	1,405.00	1,400.00	5.00
50140 · Depreciation	0.00	25.00	-25.00	0.00	175.00	-175.00
50330 · D & O / Liability Insurance	0.00	667.00	-667.00	6,789.00	4,669.00	2,120.00
Total 50045 · Operating	9,079.18	6,628.00	2,451.18	74,143.96	62,271.00	11,872.96
51000 · Neighborhood/Outreach Promotion						
51515 · CityFest	882.72			117,441.18	119,753.00	-2,311.82
51525 · Promotion/Marketing/Campaigns	5,939.36	2,980.00	2,959.36	14,516.40	20,860.00	-6,343.60
51526 · Taste	0.00	0.00	0.00	1,188.17	0.00	1,188.17
51527 · Taste 'N Tinis	3,516.30			12,006.13	14,351.00	-2,344.87
51530 · Banners	0.00	300.00	-300.00	1,735.04	2,100.00	-364.96
51535 · Web Site Communications	0.00	84.00	-84.00	0.00	588.00	-588.00
51540 · Business Mixers/Open House	648.52	117.00	531.52	2,398.96	819.00	1,579.96
51545 · Newsletter	1,070.52	225.00	845.52	2,435.29	1,575.00	860.29
51555 · Farmer's Market	10,886.92	2,500.00	8,386.92	15,471.92	17,500.00	-2,028.08
51565 · Hillcrest Map	0.00	417.00	-417.00	0.00	2,919.00	-2,919.00
51570 · Hillcrest Hoedown.	0.00			0.00	42,173.00	-42,173.00
51575 · Pride Flag Project	399.60			1,361.29		
51800 · Pride of Hillcrest/Block Party	0.00			98,889.06	90,000.00	8,889.06
51820 · Hillcrest Fat Tuesday	835.80	20,363.00	-19,527.20	835.80	20,363.00	-19,527.20
51880 · Nightmare on Normal	2,300.54			35,784.51		
Total 51000 · Neighborhood/Outreach Promotion	26,480.28	26,986.00	-505.72	304,063.75	333,001.00	-28,937.25

Hillcrest Business Improvement Association, Inc.
Profit & Loss Budget vs. Actual
 July 2014 through January 2015

				TOTAL		
	Jan 15	Budget	Variance	Jul '14 - Jan 15	Budget	Variance
53000 - Physical Improvements						
53125 - Hillcrest Sign Utilities/Maint.	68.70	67.00	1.70	459.39	469.00	-9.61
53130 - Security	3,165.40	3,167.00	-1.60	22,157.80	22,169.00	-11.20
53135 - Street Cleaning	3,908.00	4,477.00	-569.00	27,356.00	31,339.00	-3,983.00
53137 - Pressure Washing	1,999.00	2,001.00	-2.00	13,993.00	14,007.00	-14.00
53138 - Utility Box Wraps	0.00	417.00	-417.00	0.00	2,919.00	-2,919.00
53150 - Dumpsters	232.74	359.00	-126.26	1,710.70	2,513.00	-802.30
53155 - Tree & Flower Maintenance	3,491.00	2,918.00	573.00	25,923.00	20,426.00	5,497.00
53156 - Tree Trimming Large Trees	0.00	1,084.00	-1,084.00	3,910.00	7,588.00	-3,678.00
53161 - Special Projects	0.00	2,084.00	-2,084.00	6,732.96	14,588.00	-7,855.04
53165 - Contingency	0.00	4,100.00	-4,100.00	12,187.88	28,700.00	-16,512.12
Total 53000 - Physical Improvements	<u>12,864.84</u>	<u>20,674.00</u>	<u>-7,809.16</u>	<u>114,430.73</u>	<u>144,718.00</u>	<u>-30,287.27</u>
Total Expense	<u>66,076.65</u>	<u>71,514.00</u>	<u>-5,437.35</u>	<u>607,119.54</u>	<u>650,124.00</u>	<u>-43,004.46</u>
	<u>-16,505.24</u>	<u>-19,643.00</u>	<u>3,137.76</u>	<u>-8,848.25</u>	<u>-2,516.00</u>	<u>-6,332.25</u>

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July 2014 through January 2015

	<u>110 GENERAL</u>	<u>220 SPECIAL EVENTS</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
Income						
40010 - City Fest Income						
Beer & Wine	0.00	31,100.00	0.00	0.00	0.00	31,100.00
Booth	0.00	62,958.02	0.00	0.00	0.00	62,958.02
Grants						
Commission for Arts & Culture	0.00	18,539.57	0.00	0.00	0.00	18,539.57
County of San Diego	0.00	6,000.00	0.00	0.00	0.00	6,000.00
SBEP City Fees & Services	0.00	15,040.00	0.00	0.00	0.00	15,040.00
Total Grants	<u>0.00</u>	<u>39,579.57</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>39,579.57</u>
Sponsorship						
Wyndham Worldwide	0.00	1,280.00	0.00	0.00	0.00	1,280.00
Sponsorship - Other	0.00	29,430.00	0.00	0.00	0.00	29,430.00
Total Sponsorship	<u>0.00</u>	<u>30,710.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,710.00</u>
Total 40010 - City Fest Income	0.00	164,347.59	0.00	0.00	0.00	164,347.59
40020 - Farmers Market	0.00	130,115.99	0.00	0.00	0.00	130,115.99
40030 - SBEP	0.00	0.00	0.00	0.00	11,230.48	11,230.48
40040 - MAD	0.00	0.00	0.00	57,484.61	0.00	57,484.61
40050 - BID	0.00	0.00	63,304.90	0.00	3,135.98	66,440.88
40055 - BID Carry Forward	0.00	0.00	77.78	0.00	0.00	77.78
40065 - Hillcrest Fat Tuesday	0.00	11,000.00	0.00	0.00	0.00	11,000.00
40100 - Nightmare on Normal Street	0.00	38,366.25	0.00	0.00	0.00	38,366.25
40115 - Taste 'N Tinis	0.00	5,226.64	0.00	0.00	0.00	5,226.64
40125 - Amazing High Heel Race	0.00	2,000.00	0.00	0.00	0.00	2,000.00
40155 - Pride of Hillcrest/Block Party	0.00	109,322.58	0.00	0.00	0.00	109,322.58
40165 - Shop Hillcrest for the Holidays	0.00	2,000.00	0.00	0.00	0.00	2,000.00
40180 - Other Income	404.49	254.00	0.00	0.00	0.00	658.49
Total Income	<u>404.49</u>	<u>462,633.05</u>	<u>63,382.68</u>	<u>57,484.61</u>	<u>14,366.46</u>	<u>598,271.29</u>
Expense						
50000 - Personnel						
50005 - Salaries	37,685.73	28,658.77	18,451.06	0.00	12,989.52	97,785.08
50025 - Employer Taxes - Federal	3,427.02	2,224.67	1,437.67	0.00	1,009.88	8,099.24
50030 - Employer Taxes - State	931.78	333.54	270.62	0.00	167.06	1,703.00

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July 2014 through January 2015

	<u>110 GENERAL</u>	<u>220 SPECIAL EVENTS</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
50035 - Health Insurance	5,179.37	496.41	0.00	0.00	0.00	5,675.78
50040 - Workers Comp Insurance	913.50	304.50	0.00	0.00	0.00	1,218.00
Total 50000 - Personnel	48,137.40	32,017.89	20,159.35	0.00	14,166.46	114,481.10
50045 - Operating						
50050 - Rent Office Space	3,719.45	0.00	2,728.55	0.00	0.00	6,448.00
50055 - Storage	2,475.00	0.00	0.00	0.00	0.00	2,475.00
50060 - Accounting	9,032.34	3,446.12	0.00	232.94	200.00	12,911.40
50065 - Audit	0.00	0.00	1,625.00	3,375.00	0.00	5,000.00
50070 - Equipment Purchase	249.00	0.00	0.00	0.00	0.00	249.00
50075 - Intern/Consultant	4,482.00	0.00	0.00	0.00	0.00	4,482.00
50080 - Bank & Credit Card Charges	195.04	0.00	0.00	0.00	0.00	195.04
50085 - Repair/Maintenance/Cleaning	2,506.95	0.00	0.00	0.00	0.00	2,506.95
50090 - Office Supplies	1,888.83	0.00	0.00	0.00	0.00	1,888.83
50095 - Postage and Delivery	199.79	0.00	0.00	0.00	0.00	199.79
50100 - Printing/Photocopy	471.55	0.00	392.63	0.00	0.00	864.18
50110 - Dues/Subscriptions	1,750.00	0.00	0.00	0.00	0.00	1,750.00
50115 - Staff Development	465.75	0.00	0.00	0.00	0.00	465.75
50120 - Meetings	1,284.07	0.00	0.00	0.00	0.00	1,284.07
50125 - Legal	19,473.32	0.00	0.00	0.00	0.00	19,473.32
50130 - Telephone & Internet	4,611.82	0.00	1,144.81	0.00	0.00	5,756.63
50135 - Parking/Mileage	1,405.00	0.00	0.00	0.00	0.00	1,405.00
50330 - D & O / Liability Insurance	3,741.44	0.00	3,047.56	0.00	0.00	6,789.00
Total 50045 - Operating	57,951.35	3,446.12	8,938.55	3,607.94	200.00	74,143.96
51000 - Neighborhood/Outreach Promotion						
51525 - Promotion/Marketing/Campaigns	4,893.70	2,955.90	6,666.80	0.00	0.00	14,516.40
51526 - Taste	0.00	1,188.17	0.00	0.00	0.00	1,188.17
51527 - Taste 'N Tinis	428.90	11,577.23	0.00	0.00	0.00	12,006.13
51530 - Banners	1,735.04	0.00	0.00	0.00	0.00	1,735.04
51540 - Business Mixers/Open House	1,026.51	0.00	1,372.45	0.00	0.00	2,398.96
51545 - Newsletter	105.00	0.00	2,330.29	0.00	0.00	2,435.29
51555 - Farmer's Market	275.00	15,196.92	0.00	0.00	0.00	15,471.92
51575 - Pride Flag Project	1,361.29	0.00	0.00	0.00	0.00	1,361.29
51800 - Pride of Hillcrest/Block Party	0.00	98,889.06	0.00	0.00	0.00	98,889.06
51820 - Hillcrest Fat Tuesday	0.00	835.80	0.00	0.00	0.00	835.80

Hillcrest Business Improvement Association, Inc.

Profit & Loss by Class

July 2014 through January 2015

	<u>110 GENERAL</u>	<u>220 SPECIAL EVENTS</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
51880 - Nightmare on Normal	0.00	35,784.51	0.00	0.00	0.00	35,784.51
Total 51000 - Neighborhood/Outreach Promotion	9,825.44	166,427.59	10,369.54	0.00	0.00	186,622.57
51520 - City Fest						
Advertising	0.00	8,087.07	0.00	0.00	0.00	8,087.07
Ambulance	0.00	1,640.00	0.00	0.00	0.00	1,640.00
BID Crew & Equipment	0.00	5,153.78	0.00	0.00	0.00	5,153.78
City Fees (SDPD/Fire)	0.00	16,314.10	0.00	0.00	0.00	16,314.10
Concessions	0.00	5,065.29	0.00	0.00	0.00	5,065.29
Entertainment	0.00	11,681.72	0.00	0.00	0.00	11,681.72
Equipment Rental	0.00	43,292.69	0.00	0.00	0.00	43,292.69
Event Management	0.00	3,397.87	0.00	0.00	0.00	3,397.87
Ice Trailer	0.00	437.40	0.00	0.00	0.00	437.40
Permits	0.00	25.00	0.00	0.00	0.00	25.00
Promotions	0.00	1,280.00	0.00	0.00	0.00	1,280.00
Security	0.00	6,984.75	0.00	0.00	0.00	6,984.75
Shuttle Services	0.00	1,635.68	0.00	0.00	0.00	1,635.68
Spirits	0.00	9,895.80	0.00	0.00	0.00	9,895.80
Supplies/Printing	0.00	2,050.03	0.00	0.00	0.00	2,050.03
Trash Management	0.00	500.00	0.00	0.00	0.00	500.00
Total 51520 - City Fest	0.00	117,441.18	0.00	0.00	0.00	117,441.18
53000 - Physical Improvements						
53125 - Hillcrest Sign Utilities/Maint.	0.00	0.00	0.00	459.39	0.00	459.39
53130 - Security	0.00	0.00	0.00	22,157.80	0.00	22,157.80
53135 - Street Cleaning	8,040.56	0.00	10,561.52	8,753.92	0.00	27,356.00
53137 - Pressure Washing	0.00	0.00	4,434.00	9,559.00	0.00	13,993.00
53150 - Dumpsters	535.00	0.00	1,175.70	0.00	0.00	1,710.70
53155 - Tree & Flower Maintenance	8,432.42	0.00	5,611.02	11,879.56	0.00	25,923.00
53156 - Tree Trimming Large Trees	3,910.00	0.00	0.00	0.00	0.00	3,910.00
53161 - Special Projects	5,665.96	0.00	0.00	1,067.00	0.00	6,732.96
53165 - Contingency	10,054.88	0.00	2,133.00	0.00	0.00	12,187.88
Total 53000 - Physical Improvements	36,638.82	0.00	23,915.24	53,876.67	0.00	114,430.73
Total Expense	152,553.01	319,332.78	63,382.68	57,484.61	14,366.46	607,119.54

Hillcrest Business Improvement Association, Inc.
Profit & Loss by Class
July 2014 through January 2015

<u>110 GENERAL</u>	<u>220 SPECIAL EVENTS</u>	<u>410 BID CONTRACT</u>	<u>510 MAD</u>	<u>610 SBEP</u>	<u>TOTAL</u>
<u>-152,148.52</u>	<u>143,300.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-8,848.25</u>

Hillcrest Business Improvement Association, Inc.

A/R Aging Summary

As of January 31, 2015

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Above & Beyond USA	0.00	0.00	0.00	0.00	52.00	52.00
Anheuser-Busch, LLC	3,000.00	0.00	0.00	0.00	0.00	3,000.00
Buffalo Exchange, LTD	0.00	0.00	0.00	0.00	52.00	52.00
Campari America	3,000.00	0.00	0.00	0.00	0.00	3,000.00
Cohabitat	0.00	0.00	0.00	0.00	52.00	52.00
Deli Lama	0.00	0.00	0.00	0.00	52.00	52.00
E Cosway	0.00	0.00	0.00	0.00	52.00	52.00
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
Obelisk, Inc.	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
Richs Nightclub	0.00	0.00	0.00	0.00	1,130.00	1,130.00
ROC Concepts LLC	0.00	0.00	0.00	0.00	52.00	52.00
Scripps Health	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Tammy's Beauty Salon	0.00	0.00	0.00	0.00	104.00	104.00
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
Urban Mo's	0.00	0.00	0.00	0.00	2,400.00	2,400.00
Viejas	5,000.00	0.00	0.00	0.00	0.00	5,000.00
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
	<u>11,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,572.00</u>	<u>26,572.00</u>

Proposal to Councilman Todd Gloria's Office and Hillcrest Business Association for Alpha Project Homeless Outreach services in Hillcrest

With support for this request, Alpha Project will commit either part-time or full-time (depending on funding levels) outreach workers to connect with prospective unsheltered participants and begin the process of rapport building that will lead to their inclusion in various long-term programs. The target population will include numerous individuals resistant to treatment and reticent about committing to formal service programs. Overcoming these client-specific barriers to participation will involve outreach workers gaining the trust of such individuals and guiding them through a low-demand process to facilitate their placement in appropriate programs. It will also require linguistic, cultural and class sensitivity that accepts and includes each participant's established adaptation to prolonged periods of homelessness and marginalization. In short, outreach efforts to unsheltered clients will meet those clients at their own level and accommodate their own realities to make program placement feasible. For their own sake, reluctance or grudging willingness to accept program services will not constitute barriers to entry. On the contrary, such variables are to be expected and will indicate that outreach is targeting the right individuals.

Outreach staff will respond to referrals and requests for contact from the City Council, Hillcrest Business Association, and concerned citizens residing in the Hillcrest area as well as companies, departments and agencies affected by homelessness in the Hillcrest area. These often include public libraries, churches, benefits offices, healthcare providers and other service providers.

The Homeless Outreach Program benefits the various communities affected by homelessness by sending outreach teams into those neighborhoods to directly impact the number of homeless men and women on the streets. By providing direct interaction with the homeless, and in collaboration with SDPD's PERT and HOT teams, the Homeless Outreach teams are able to effectively reduce the number of homeless men and women on the street and direct these individuals to care and services that best serve those individual's needs, as well as the needs of the affected communities.

Communities most affected by homelessness benefit from an increased quality of life as a result of the reduction of homeless individuals present in public spaces, often frequented by families, such as parks. By providing access to care and services, the outreach team gives homeless men and women an alternative to frequenting these public spaces. Through collaborative public and private partnerships, Alpha Project's Homeless Outreach program provides a direct connection to extensive services that represent cost-saving solutions to all San Diego neighborhoods.

At present, San Diego is part of a nationwide 25-city project to immediately reduce the numbers of veterans and chronically homeless men and women on America's streets. Support for this request will

contribute directly to fulfilling the objectives of the 25 Cities Initiative and will position San Diego to remain competitive for federal funding through achievement of measurable outcomes in homelessness reduction.

Scope of Work:

Deploy outreach teams 5 days per week to provide homeless outreach services

Record keeping and monthly statistical reporting, including housing placements, services provided and numbers of contacts

Transportation will be provided upon client's request

Outreach teams will work closely with Hillcrest businesses to educate and assist in homeless related issues

Outreach teams will be available on an on call basis as well (during working hours), when requested

Contracting Agreement

March 10, 2015

This agreement is executed by 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 and Light Style (hereinafter referred to as "Contractor"), whose address is 5725 Kearny Villa Rd. #M, San Diego, CA 92123.

Recitals

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

Agreement

Please refer to Attachment # A for Scope of Work.

Fees and Payments

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

Other Considerations

Term

The term of this agreement shall commence at the date of signing and shall conclude after ninety days. All tasks shall be completed within the period of the contract. The contract may be extended for increments of 30 days by in writing by HBA.

The contract may be terminated for any reason by either party with 30 days written notice.

Independent contractor status

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

It is understood and agreed that by virtue of entering into this agreement, Contractor and/or its employees shall not become employees of HBA. Rather, Contractor shall have the status of an independent Contractor. HBA shall make no deductions of any kind from any consideration paid

Contractor, including but not limited to state, federal and local taxes, social security, etc. HBA shall not be required to secure workers compensation or any other insurance or benefit for Contractor except as may be expressly provided herein. Contractor shall maintain general discretion and control over the manner in which the services required hereunder are performed. Nothing herein shall be construed or interpreted to prohibit Contractor from entering into similar or dissimilar agreements with other parties or entities, provided that Contractor shall devote all time reasonably necessary to fully perform its obligations hereunder.

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

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

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

Inclement conditions, other disruptive factors. HBA hereby acknowledges that rain, strong winds and other inclement conditions may impair the ability of Contractor to provide required services at specific dates.

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

No joint venture or partnership. This agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

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

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

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

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

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

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

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

Agreements with third parties

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

Insurance. Contractor shall defend, indemnify, protect, and hold harmless the City and HBA, their elected officials, departments, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property resulting from Contractor work as set forth in this agreement. Contractor shall provide Commercial General Liability [CGL] Insurance, naming HBA and the "The City of San Diego, its elected officials, officers, employees, representatives, and agents" as additionally insured. Contractor shall provide Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor employees who are subject to this Agreement, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000). "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additionally insured in the CGL. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be delivered to HBA at the execution of this contract. All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements. If City is made a party to any judicial or administrative proceeding to resolve the dispute between HBA and Contractor, Contractor shall defend and indemnify the City as described herein.

Equal employment and nondiscriminatory provisions. Contractor shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Contractor activities pursuant to this Agreement, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and

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

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

In witness thereof, the parties have executed this agreement
on _____, at _____, California.

Hillcrest Business Association

By:

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

Contractor

By: _____

Attachment #A: scope of work

Attachment A: Scope of Work

Contractor agrees to provide the following services:

- Apply for and provide all required permits and pay for all permit fees.
- Provide and install twenty (20) new lighting fixtures in a style of the existing type at locations in the median where lights have failed or been stolen.
- New programming and alarms for the three existing IPlayers.
- Three years of site visits of no more than two visits per year.
- Warrantee as provided by manufacturer.

HBA agrees to provide the following:

- A total contact fee for the completion of all the work described above not to exceed \$5,500.00.
- An initial payment of 50% (\$2,750.00) of agreed contract fee at onset of project
- Final payment of the balance of the sum owed when the project is certified complete by the HBA Executive Director at the conclusion of the project.

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.