



Old Town San Diego Chamber of Commerce  
Old Town Business Improvement District  
P.O. Box 82686 San Diego, CA 92138 • (619) 291-4903 • (Fax) 291-9383

**Board of Directors Meeting - Revised**

8:30 AM - Wednesday, July 16, 2014  
Mormon Battalion Historic Site - 2510 Juan Street

**Agenda**

**1. Call to Order & Introductions**

**2. Non-Agenda Public Comment**

*Public comment may be made on any subject in the Board's area of responsibility. Time allotted to each speaker shall be determined by the President; however, comments are limited to no more than three (3) minutes total per subject regardless of the number of those wishing to speak. (Comments relating to items on today's agenda are to be taken at the time the item is heard.) Please direct requests to speak to the President prior to the start of the meeting. Pursuant to the Brown Act, no discussion or action, other than a referral, shall be taken by the Board on any issue brought forth under "Non-Agenda Public Comment."*

**3. Presentation – Juan Street Improvements - City San Diego**

**4. Administrative Items**

- a. Board Administrative Items and/or non-agenda comment
- b. Request for Agenda Revisions (continuances, change in order, etc.)
- c. Conflict of Interest Declarations on Agenda Items

**5. Announcements and Community Reports/Updates – 3 Minutes**

**6. Approval of Minutes**

- a. General Meeting – May 21, 2014 Action Item
- b. General Meeting – June 18, 2014 Action Item
- c. Special Meeting – July 8, 2014 Action Item

**7. Committee Reports**

- a. Organization Committee
  - 1) Accept Financial Report – May 2014 Action Item
  - 2) Old Town Saturday Market Update
  - 3) VA Aspire Center Action Item  
Appointment of replacement business representative to NAC
  - 4) Audit Preparation Action Item
  - 5) Nominations for Election Committee Action Item
  - 6) Chamber Board Retreat Action Item
- b. Chamber Proposed FY15 Budget Action Item

Board of Directors Meeting Agenda – (Continued)  
Wednesday, July 16, 2014

- d. Promotions Committee - Update  
Taste of Old Town
- e. Design Committee – Update  
Received \$25K County Grant to Upgrade Kiosks

**8. Upcoming Chamber Events – Updates**

- 1) San Diego 245<sup>th</sup> Birthday, July 16, 2014
- 2) Car Show –September 6, 2014
- 3) Art & Craft Show– October 4-5, 2014
- 4) Taste of Old Town – September 18, 2014
- 5) Dia de los Muertos – November 1 & 2, 2014
- 6) Community Christmas Party – December 10, 2014

**9. Old Town Community Parking Advisory Committee Update**

- a. Maintenance Agreement – CAM Services
- b. FY15 OTCPD Agreement with City of San Diego
- c. Parking Lot Permit
- d. Next meeting September 9, 2014 - Hacienda Hotel @ 10:00 AM

**10. Executive Director Update**

**11. Unfinished Business**

**12. New Business**

**13. Next Old Town Chamber of Commerce Meeting Date – Wednesday, September 17, 2014**  
Dark in August

**1. Adjournment**

**THIS INFORMATION IS AVAILABLE IN ALTERNATIVE FORMATS UPON REQUEST.**

To request an alternative format, or to request a sign language or oral interpreter for the meeting, please contact the meeting Coordinator in the Old Town San Diego Chamber of Commerce at least five (5) working days before the meeting at (619) 291-4903 to ensure availability. Assistive Listening Devices (ALDs) are available for the meeting upon request.



# Old Town San Diego Chamber of Commerce/BID Board of Directors Meeting

**Minutes of the Board of May 21, 2014**  
8:30 AM @ Mormon Battalion Historic Site

## **Directors Present:**

David Thornton - OT Trolley Tours  
Christine Smith – Café Coyote  
Fred Grand - Hacienda Hotel  
Patty Ducey-Brooks – Presidio Comm.  
Dave McGuire - Bailey & McGuire  
Jeanne Ferrell - Cold Stone Creamery  
Michael Howland – Michael Howland CPA  
Diane Powers - Bazaar Del Mundo  
Chuck Ross - Fiesta de Reyes

## **Guests:**

Molly Chase - San Diego City Council  
Julio DeGuzman – San Diego City Attorney  
Elder Barnes – Mormon Battalion  
LeVonne Madey Peyrot – Artist/Resident  
Rashir Padel – Hilton Garden Inn  
Stephen Jones – Jones Ballard Architects  
Fred Schwartz – Parking Advisory Committee  
Brian Elliot – CA Democratic Party 52<sup>nd</sup> District  
Chris Ward – Senator Block’s Office  
Denella Buchanan – Caltrans  
Karen Spring – Discover OT Map & Dining Guide

## **Directors Excused:**

Bruce Johnson – Alamo Mexican Café  
Alana Coons – Whaley House

## **Staff:**

Richard Stegner - Executive Director  
R. Elisha McLemore – Executive Assistant

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Fred Grand, President, called the meeting to order at 8:36a.m.

Introductions of board members and visitors were made.

## **Non-Agenda Public Comment**

**Mr. Ernest Dronenburg, Jr., from the Assessor/Recorder/County Clerk office** spoke briefly about property tax and different types of exclusions for seniors and military. He announced to the attendees at the board meeting that the County Clerk’s customer service has a 98% approval rating and to call if there are ever any questions. He educated the board about the forms that can be found at the County Clerk’s website and filled out electronically; with electronic signature coming soon. He also informed those at the meeting that an individual can be deputized to marry loved ones and friends. Fred Grand added that Mr. Dronenburg cut the time that it takes for reassessments from 23 months to 10 months and saved taxpayers 2.3 million dollars in interest costs. Fred Grand also let the meeting participants know that Mr. Dronenburg is running for reelection and will be at the Tequila Factory for a meet and greet on May 21 at 5:30pm.

Patty Ducey-Brooks arrives at 8:39am.

**Rashir Patel, owner of Padre Trail Inn**, announced that his property is to be redeveloped as a Hilton. There will be an asbestos abatement in preparation for demolition. An upcoming hearing concerning this will be on May 28, 2014. The main point of his announcement was concerning signage. He is willing for his property to be part of any gateway or signage program. The design committee will look at options as to where the signage where go. He also mentioned that the SD Police Swat team will be training on his property from May 21 to May 28, 2014.

**Patty Ducey-Brooks** informed the board of a growing influx of transients around Presidio Park and Taylor Street. Crimes such as B & E and assaults have increased in these areas. Mrs. Ducey-Brooks stated that the 21<sup>st</sup> annual Mission Hills Concert in the Park begins in the month of June. She requested from the board any donations (coupons/discounts, etc.) that could be used for the raffle.

### **Announcements and Community Reports/Updates**

**Molly Chase from Council President Gloria's office** announced that there will be a "Coffee with Council President" on June 21<sup>st</sup> at 10am. She thanked Dave Thornton for hosting this important event. Ms. Chase is still working on getting a community relations officer for the next board meeting. She went on to say that the City's new budget is being finalized. Ms. Chase also told the board of the special commendation and proclamation from the Mayor that was presented to Bernadette Cash of the Irish Outreach on May 17.

**Julio DeGuzman from City Attorney's Office** stated that he is part of the neighborhood prosecution unit and in regards to the transients being successfully prosecuted, witnesses are very important. The more evidence gathered on transient crime, the easier it will be to prosecute. The gist of his message was "Don't be afraid to speak up".

**Chris Ward from Senator Marty Block's office** made several announcements. Toni Atkins was recently sworn in as assembly speaker. On Friday, June 6 at the Santa Fe Room in Balboa Park, there will be the swearing in ceremony for Ms. Atkins. There was also the release of the revised budget from the governor's office for FY15 beginning in July. There will be additional Medi-cal payments and more payments to the judiciary system due to local courts being underfunded. There was also a creation of rainy day fund.

### **Administrative Items**

- a. Request for deletion of Item 6A 3

### **Approval of Minutes**

Minutes were presented for the regular chamber meeting conducted on April 16, 2014. Corrections were noted and approved.

**MOTION: to approve the minutes of April 16, 2014 with noted corrections.**

**M/S/A: Dave McGuire / Chuck Ross (#05-21-14-1) - Motion Passed 8-0-2 A (Diane Lowery, Michael Howland)**

## ***COMMITTEE REPORTS***

### **Organization Committee**

#### **Item 6A 1 a-c Receive Financials**

Michael Howland presented the financials for the months of January, February, and March.

**MOTION: to approve of financials for the month of January**

**M/S/U: Dave McGuire / Patty Ducey-Brooks (#05-21-14-2) - Motion Passed 10-0-0**

**MOTION: to approve of financials for the month of February**

**M/S/U: Jeanne Ferrell / Dave McGuire (#05-21-14-3) - Motion Passed 10-0-0**

Chuck Ross made the suggestion that an added item should be on the agenda concerning the Old Town 4<sup>th</sup> grade program.

**MOTION: to approve of financials for the month of March**

**M/S/U: Dave McGuire / Jeanne Ferrell (#05-21-14-4) - Motion Passed 10-0-0**

**Item 6A 3 has been removed from Agenda.**

### **Saturday Market**

Actual yearly gross for the Saturday Market will fall short of projection by \$2500. A quick discussion ensued concerning complaints about music that's provided at the market. There is the consideration to cut out the music altogether. Diane Powers asked why the numbers are down at the market. There were several factors that were named: recent hot weather, special events in surrounding communities, lack of customer interest and possible withholding of fees from participating vendors. The board agreed that Ron LaChance will be invited to the next meeting to shed light on this subject.

### **Parking Advisory Committee:**

There is a board member vacancy on the committee left by John Savage's departure. The composition of the committee must always be 5 board members and 2 local residents. Diane Lowery graciously volunteered for the position. A motion was moved to nominate Ms. Lowery for the vacant seat.

**MOTION: to nominate Diane Lowery for the OT Community Parking Advisory Committee seat.**

**M/S/U: Michael Howland / Dave McGuire (#05-21-14-5) - Motion Passed 10-0-0**

### **Economic Restructuring Committee**

The parking lot was successfully utilized for Cinco de Mayo. Kiwanis ran the parking lot during the event. There was discussion on the great a job they did and a suggestion was made to have Kiwanis recognized during this year's annual meeting. The amount of income generated wasn't as high as expected due to the decision made to not charge for parking on June 5<sup>th</sup>. The reason

parking wasn't charged was because the 5<sup>th</sup> fell on a Monday and there wasn't an organized event occurring. According to Chuck Ross, it didn't make sense to charge parking beyond the Cinco de Mayo weekend. The amount charged -\$15- seemed to go over well with the public barring a few vendors who found parking else well. All in all, it was a great beginning to the continued use of the parking lot.

### **Design Committee**

Diane Powers relayed to the board that the design meeting slated for May 20<sup>th</sup> was postponed due committee members' prior obligations. The rescheduled meeting will be in a few days. The painting of the transformers will continue as planned. Design is still waiting patiently for word from Ron Roberts's office in regards to the status of their grant request. At the next design meeting there will be discussion about this. A decision will be made on to what this grant request will be for; concerning the design committee's master plan for signage. It will be for either parking directory signage or gateway signage. Ms. Powers's intentions are to approach Todd Gloria's office and secure help with making this a reality. The research into extending the banners continues. There is quite a variety of pole heights and obstructions. Volunteers from the Mormon Battalion orchestrated the photographing of all existing banner pole locations in Old Town. The final count of poles is 85. There will be about 45 replacement banners with the new design. The next batch of replacements will be phased in next year. Richard Stegner announced that Trolley Tours made a contribution last month toward payment of half the banners.

### **Promotions Committee**

Richard Stegner gave the promotions committee report for Bob Barros, who wasn't present for this meeting. The report centered on the upcoming ad in US Airways that will be paid for by the Chamber's funds. The Chamber will be joined by other participating businesses in Old Town, who will also have ads in the same magazine. Mr. Stegner also informed those present the negotiations with San Diego Magazine to have San Diego on the front cover. This a great opportunity for all involved from pricing to the magazines reach with the public.

Chuck Ross invited those of the board who are interested to the meeting occurring at Barra Barra on May 29<sup>th</sup>, 9am; to brainstorm on ideas to replace the Tequila Trails event. There's was a quick discussion about the concept of the previous event and how it can correlate to this new event.

### **Upcoming Events Update**

#### **San Diego County Fair- Saturday, June 7, 2014:**

Mr. Stegner reminded the board about the upcoming "Old Town Community Day" at the San Diego County Fair and if there is any interest in participating to contact the Chamber.

#### **San Diego 245<sup>th</sup> Birthday- July 16, 2014:**

There will be more information soon.

#### **Kustom Kulture Car Show- September 6, 2014:**

There will be a meeting in June, with date to be announced soon.

#### **Art & Craft Show- September 13-14, 2014:**

There will be a meeting held on May 22, 2014.

**Executive Update:**

Mr. Stegner informed the board that Marie Pedrin-Gizoni will be out of town for 2 weeks due to a family emergency.

Chuck Ross suggested to Mr. Stegner a possible collaboration with the Tourism Visitor Authority to allow them to have a designated space at the Visitor Center. The board's final consensus was further information was needed concerning this opportunity.

In regards to the Rock and Roll Marathon on June 1, 2014, Mr. Stegner reminded the board of the street closures and told to them to tell their employees to come in early and be aware of potential traffic delays due to the event.

**Old Business** – None

**New Business**

Michael Howland announced that there will be a Chamber budget meeting for FY14-15 on June 9, 2014 and desired that a representative from Design and Promotions committee to attend to discuss their budgets as well.

Fred Grand thanked the Mormon Battalion for the continued use of their meeting room.

Meeting adjourned at 10:08am.

Next regular Chamber meeting is scheduled for Wednesday June 18, 2014.

Respectfully submitted,

Signed: \_\_\_\_\_  
Jeanne Ferrell, Secretary



# Old Town San Diego Chamber of Commerce/BID Board of Directors Meeting

**Minutes of the Board of June 18, 2014**  
8:30 AM @ Mormon Battalion Historic Site

## **Directors Present:**

David Thornton - OT Trolley Tours  
Bruce Johnson – Alamo Mexican Café  
Fred Grand - Hacienda Hotel  
Patty Ducey-Brooks – Presidio Comm.  
Dave McGuire - Bailey & McGuire  
Jeanne Ferrell - Cold Stone Creamery  
Michael Howland – Michael Howland CPA  
Chuck Ross – Fiesta de Reyes  
Alana Coons - SOHO

## **Guests:**

Marie Pedrin- Gizoni- OTSD Visitors Center  
Julio DeGuzman – San Diego City Attorney  
Elder Barnes – Mormon Battalion  
LeVonne Madey Peyrot – Artist/Resident  
Karen Spring – Discover OT Map & Dining Guide  
Bob Barros – VMG OTSD Guide  
Fred Schwartz – Parking Advisory Committee  
Molly Chase – San Diego City Council

## **Directors Excused:**

Diane Lowery – Lowery's Hot Glass  
Christine Smith – Café Coyote  
Diane Powers - Bazaar Del Mundo

Richard Stegner - Executive Director  
R. Elisha McLemore – Executive Assistant

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Fred Grand, President, called the meeting to order at 8:58am

Introductions of board members and visitors were made.

## **Non-Agenda Public Comment**

Patty Ducey Brooks spoke briefly about the upcoming Caltrans construction that wasn't announced to the public and the continued encroachment in the OT/Mission Hills/Presidio Hills area that ultimately affects businesses and residents alike. Staff was asked to request Caltrans presence at a future chamber meeting to give an overview of upcoming projects.

## **Announcements and Community Reports/Updates**

**Bob Barros and Ryan Aguinaldo** presented a brief report on the status of the OTSD Foundation and the Old Town 4<sup>th</sup> Grade Transportation Program. As of April 28, 2014, the OTSD Foundation is now a recognized non-profit corporation. BOOT will continue to be the Foundation's fiscal agent until the Foundation receives IRS nonprofit classification. In regards to the Old Town 4<sup>th</sup> Grade Transportation Program, the partnership agreement has been signed by the San Diego Unified School District. A letter was drafted by the Race and Relations committee earlier this year to be sent out to all the elementary schools in San Diego County explaining the



4<sup>th</sup> grade transportation program; unfortunately it was never received by the schools. The goal is to inform the schools of the transportation program before the new school year begins in September. The board requested a monthly accounting of schools that are requesting grant monies and coming into Old Town. OTSD Foundation is currently awaiting the return of the BOOT treasurer to get the reports.

**Molly Chase from Council President Gloria's office** reminded the board of "Coffee with Council President" on June 21<sup>st</sup> at 10am. She had an update on the Pacific Highway underpass cleanup. Ms. Chase learned that it is the City's responsibility to clean that area up; not Spawar. She contacted her Deputy Director of Streets Division and there was a recent cleanup of graffiti, trash, light landscaping and the removal of transients that were camped out there. She also asked for the Streets Division to monitor the area on a regular basis. Ms. Chase informed the board that the City's Budget was improved on the June 18, 2014. Additionally, the first meeting of Utility Underrunning Advisory Committee will be on June 20, 2014. The meeting is open to the public. Officer Surwilo is back from medical leave and will be attending meetings soon.

**Julio DeGuzman from City Attorney's Office** stated that he is part of the neighborhood prosecution unit and in regards of to any crime being successfully prosecuted, witnesses are very important. The more evidence gathered on crime, the easier it will be to prosecute. The gist of his message was "If you see it; speak on it".

#### **Closed Session Disclosure**

Fred Grand relayed the results of the closed session meeting that was prior to this meeting. The motion that was made at the last closed session meeting on June 19, 2013 was reviewed. There was also discussion on the Chamber having to relocate from the San Diego Avenue site by July 15<sup>th</sup>. There are 2 possible locations for the Chamber to move to. Fred Grand also asked the board if they know of any locations that could be suitable for the Chamber. The Org Committee is to research the utilization of an employee contract.

The reviewed motion from the June 19, 2013 closed session meeting is as follows:

*The proposed increase for the Executive Director Compensation will be \$4,000 annually effective July 1, 2013. \$20,000 per year will be allotted for Administrative Assistant. Primary funding source will be the Saturday Market. Secondary funding source will be 5% assessment to all Chamber produced events. This motion was made by Dave McGuire, seconded by Michael Howland and was carried unanimously. Those present at this closed session meeting were: Fred Grand, Dave McGuire, Michael Howland, Jeanne Ferrell, Diane Powers and Alana Coons.*

#### **Administrative Items**

- a. Request for deferral of Item 6A – Approval of General Minutes

#### **Approval of Minutes**

The approval of the minutes for the regular chamber meeting conducted on May 21, 2014 will be deferred until the July 16, 2014 chamber meeting.

## ***COMMITTEE REPORTS***

### **Organization Committee**

Michael Howland presented the financials for the month of April.

**MOTION: to approve the financials for the month of April.**

**M/S/A: Dave McGuire / Jeanne Ferrell (#05-21-14-1) - Motion Passed 9-0-1 A (Alana Coons)**

**Motion: to approve the recommendation of curtailing any new spending commitments until there is improvement of the OT Chamber financial situation.**

**M/S/U: Michael Howland / Jeanne Ferrell (#05-21-14-2) Motion Passed 10-0-0**

Dave Thorton departs at 10:18am.

### **Old Town Chamber of Commerce FY15 Draft Budget**

Michael Howland and Richard Stegner presented the FY15 Draft Budget. There was much discussion concerning the budget shortfall for the new fiscal year. This year's budget included the cost of managing and maintaining the parking lot and increased rent. There was continued dialogue on ideas that would cover this shortfall such as more fundraisers. The idea was put forward to garner more community support from local OT businesses to help with this. Board is to email Michael Howland suggestions to minimize spending within the new budget.

### **Saturday Market**

Saturday Market Manager Ron LaChance delivered the market update. He explained that when adding vendors to the market he only invites those who offer handmade items only. There are 25-30 regular vendors with about 15-25 showing up once or twice a month. He informed the board that long time vendors have noticed a dip in their sales. In regards to the music issue, the decision was made to eliminate it all together; it's just not worth the hassle. He also relayed to the board the sales from the last couple weeks have improved. There was discussion on ways to tweak the Saturday Market to improve sales. The ideas that received the most approval were: 1. Change the hours from 12pm to 5pm; 2. Add a market day on Sunday. Mr. LaChance said he'll contact the vendors this week and if the response is favorable; he will begin to implement these changes within the next few weeks.

Chuck Ross departs at 10:38am.

### **OT Parking Advisory Committee:**

**MOTION: to nominate Bruce Johnson for the OT Community Parking Advisory Committee seat.**

**M/S/U: Michael Howland / Dave McGuire (#05-21-14-5) - Motion Passed 10-0-0**

### **Economic Restructuring Committee**

The agreement with City should be in place for the parking lot by mid July 2014.

**Design Committee**

No report this meeting.

**Promotions Committee**

Bob Barros presented the Promotions Committee Report. Mr. Barros passed out the publications that currently have ads that feature Old Town: San Diego Magazine and Phoenix Magazine. There will be spotlight in the SD Magazine in September. In US Airways there will be 5 pages for Old Town and a whole page devoted to the OT Chamber of Commerce. He also relayed the Promotions Committee intent to apply for a TOT Grant.

During Mr. Barrio's presentation, Alana Coons reminded the board that the Ghost Adventures segment on the Whaley House will now be airing all summer. Ms. Coons and Mr. Barrios also announced that the Whaley Staff with the help of Rocking Baja are filming a promotional video to be posted on You Tube that will highlight OT Businesses set to the popular pop song "Happy."

**Upcoming Events Update**

**San Diego County Fair- Saturday, June 7, 2014:**

Old Town Community Day at the fair went very well this year.

**San Diego 245<sup>th</sup> Birthday- July 16, 2014:**

Fred Grand will be emceeing the event and Todd Gloria with Ron Roberts will be attending. There's a possibility that Mayor Faulkner will attend as well. Cold Stone Ice Cream will be involved too.

**Kustom Kulture Car Show- September 6, 2014**

**Art & Craft Show- September 13-14, 2014**

**Dia de los Muertos – November 1 & 2, 21014**

**Community Christmas Party – December 10, 2014**

**Old Business** – None

**New Business** - None

Meeting adjourned at 10:58am.

Next regular Chamber meeting is scheduled for Wednesday July 16, 2014.

Respectfully submitted,

Signed: \_\_\_\_\_  
Jeanne Ferrell, Secretary



# Old Town San Diego Chamber of Commerce/BID Board of Directors Special Meeting

**Minutes of the Board of July 8, 2014**  
8:30 AM @ Hacienda Hotel, El Pueblo Room  
4041 Harney Street

**Directors Present:**

Fred Grand - Hacienda Hotel  
Jeanne Ferrell - Cold Stone Creamery  
Michael Howland – Michael Howland CPA  
Diane Lowery – Lowery’s Hot Glass  
Dave McGuire - Bailey & McGuire  
Chuck Ross – Fiesta de Reyes  
Diane Powers – Bazaar del Mundo  
Christine Smith – Café Coyote  
Dave Thornton - OT Trolley Tours  
Alana Coons – SOHO

**Guests:**

Steve Blassingham – Rockin’ Baja  
David Barnes – MBHS  
LaVonne Maday Peyrot – Resident Artist  
Marie Pedrin-Gizoni – OT Visitor’s Center  
Geno Raiter – OT Visitor’s Center

**Directors Absent:**

Patty Ducey-Brooks - Presidio Comm.  
Bruce Johnson – Alamo Mexican Cafe

**Staff:**

Richard Stegner - Executive Director  
R. Elisha McLemore – Executive Assistant

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Fred Grand, President, called the meeting to order at 8:44 a.m.

**Non-Agenda Public Comment – None**

**Administrative Items**

- a. Board Administrative
- b. Request for Agenda Revisions
- c. Conflict of Interest Declarations on Agenda Items – None

Diane Powers arrived at 8:55am.

**Review and Approve the Old Town San Diego Chamber of Commerce Draft Budget for FY15**

Based on projected income and expenses, there will be a deficient in the FY15 Draft budget. During discussions, there were many options put forth to generate income:

- Sunday Market – Extend Saturday Market to include Sunday; projected income: \$20k
- Taste of Old Town Event – Projected income: \$25k
- OT Map Revenue Sharing with Karen Spring – Projected income: \$14.7k
- Increase in price of Display Advertisement at Visitor’s Center – Projected income: \$7,900
- Brick Program – Projected income: \$10k

After discussing each of these options thoroughly, the following three choices seemed the most viable in providing the additional revenue required to support the new Chamber location and still include the Visitors Center: Sunday Market, Taste of Old Town Event and an increase in the price of display advertisement at the Visitor’s Center. The total projected income will be \$79k. It was decided by the board to review the expenses of the FY15 Draft Budget at the July 16, 2014 regular chamber meeting and defer approval of the budget until then.

**Office Relocation  
Options, Locations, Visitors Center**

After debating the options for the OT Chamber of Commerce in regards to acquiring a new site or shutting the operations down altogether, the board decided that moving into the 2415 San Diego Avenue Suite 104 location would be best choice.

**MOTION: to approve Fred Grand negotiating no more for than \$2500 rent a month and a 1 year lease for the new location at 2415 San Diego Avenue Suite 104.  
M/S/U: Chuck Ross / Dave Thornton (#7-08-14-1) - Motion Passed 10-0-0**

Fred Grand departs at 10:12am.  
Dave McGuire, Vice-President, presides over the meeting.

**Announcements and Community Updates**

Alana Coons reminded the board and those attending the meeting to attend San Diego's 245th Birthday in the gardens of the Whaley House Museum on Wednesday July 16 from 1 to 3pm. Emceed by Old Town San Diego Chamber of Commerce president Fred Grand; special guests will be San Diego City Council President Todd Gloria and County Supervisor Ron Roberts. There will be free birthday cake and ice cream, music, dancing, and a good time had by all.

Meeting adjourned at 10:15am

Next regular Chamber meeting is scheduled for Wednesday, July 16, 2014.

Respectfully submitted,

Signed: \_\_\_\_\_  
Jeanne Ferrell, Secretary

**Old Town  
Chamber  
FINANCIALS**

# Old Town Saturday Market - Income & Expense - FY 2012-2014

Week Receipts 2013-2014			Week Receipts 2012-13			Week Receipts 2011-2012		
Week	Receipts	M Total	Week	Receipts	M Total	Week	Receipts	M Total
6-Jul	\$1,105.50		7-Jul	\$1,080.25		2-Jul	\$759.05	
13-Jul	\$933.15		14-Jul	\$897.75		9-Jul	\$832.35	
20-Jul	\$919.00		21-Jul	\$1,041.39		16-Jul	\$864.80	
27-Jul	\$974.40	\$3,932.05	28-Jul	\$980.35	\$3,999.74	23-Jul	\$864.80	
3-Aug	\$827.95		4-Aug	\$961.45		30-Jul	\$701.60	\$4,022.60
10-Aug	\$715.07		11-Aug	\$856.80		6-Aug	\$934.85	
17-Aug	\$956.72		18-Aug	\$855.50		13-Aug	\$908.10	
24-Aug	\$970.64		25-Aug	\$975.99	\$3,649.74	20-Aug	\$876.90	
31-Aug	\$719.16	\$4,189.54	1-Sep	\$827.80		27-Aug	\$769.65	\$3,489.50
7-Sep	Car Show		8-Sep	Car Show		3-Sep	\$770.35	
14-Sep	\$857.90		15-Sep	\$466.30		10-Sep	FDKK	
21-Sep	\$795.56		22-Sep	\$629.63		17-Sep	\$897.85	
28-Sep	\$760.74	\$2,414.20	29-Sep	\$704.65	\$2,628.38	24-Sep	\$737.55	\$2,405.75
5-Oct	AF		6-Oct	AF		1-Oct	AF	
12-Oct	\$898.75		13-Oct	\$797.00		8-Oct	\$906.60	
19-Oct	\$815.05		20-Oct	\$768.00		15-Oct	\$804.10	
26-Oct	\$733.20	\$2,447.00	27-Oct	\$603.30	\$2,168.30	22-Oct	\$817.00	
2-Nov	\$757.70		3-Nov	\$750.40		29-Oct	\$727.00	\$3,254.70
9-Nov	\$851.80		10-Nov	\$526.70		5-Nov	\$781.35	
16-Nov	\$637.31		17-Nov	\$692.77		12-Nov	Rain	
23-Nov	\$551.00		24-Nov	\$628.45	\$2,598.32	19-Nov	\$734.65	
30-Nov	\$494.68	\$3,292.49	1-Dec	\$687.05		26-Nov	\$903.55	\$2,419.55
7-Dec	Rain		8-Dec	\$792.15		3-Dec	\$572.70	
14-Dec	\$937.58		15-Dec	\$515.40		10-Dec	\$818.00	
21-Dec	\$760.76		22-Dec	\$840.50		17-Dec	\$715.65	
28-Dec	\$678.32	\$2,376.66	29-Dec	\$406.20	\$3,241.30	24-Dec	Closed	
4-Jan	\$604.00		5-Jan	\$792.30		31-Dec	\$750.50	\$2,856.85
11-Jan	\$652.55		12-Jan	\$674.80		7-Jan	\$704.00	
18-Jan	\$732.00		19-Jan	\$822.65		14-Jan	\$808.55	
25-Jan	\$695.15	\$2,683.70	26-Jan	Rain	\$2,289.75	21-Jan	Rain	
1-Feb	\$799.03		2-Feb	\$807.48		28-Jan	\$642.55	\$2,155.10
8-Feb	\$945.20		9-Feb	\$691.00		4-Feb	\$759.95	
15-Feb	\$750.25		16-Feb	\$977.57		11-Feb	\$643.30	
22-Feb	\$763.25	\$3,257.73	23-Feb	\$906.50	\$3,382.55	18-Feb	\$824.40	
1-Mar	Rain		2-Mar	\$1,109.14		25-Feb	\$682.70	\$2,910.35
8-Mar	\$812.70		9-Mar	\$835.52		3-Mar	\$754.25	
15-Mar	\$752.25		16-Mar	\$961.67		10-Mar	\$844.75	
22-Mar	\$770.45		23-Mar	\$1,035.82		17-Mar	Rain	
29-Mar	\$818.45	\$3,153.85	30-Mar	\$1,168.37	\$5,110.52	24-Mar	\$779.15	
5-Apr	\$716.00		6-Apr	\$1,030.08		31-Mar	\$887.60	\$3,265.75
12-Apr	\$771.65		13-Apr	\$844.20		7-Apr	\$870.20	
19-Apr	\$907.40		20-Apr	\$896.07		14-Apr	\$358.08	
26-Apr	\$463.00	\$2,858.05	27-Apr	\$810.40	\$3,580.75	21-Apr	\$772.30	
3-May	Cinco		4-May	Cinco		28-Apr	\$807.95	\$2,808.53
10-May	\$655.75		11-May	\$845.20		5-May	Cinco	
17-May	\$677.48		18-May	\$725.57		12-May	\$740.65	
24-May	\$776.00		25-May	\$916.00	\$2,486.77	19-May	\$781.73	
31-May	\$667.50	\$2,776.73	1-Jun	\$834.30		26-May	\$825.81	\$1,607.54
7-Jun	\$898.10		8-Jun	\$936.60		2-Jun	\$670.10	
14-Jun	\$817.80		15-Jun	\$1,013.96		9-Jun	\$811.25	
21-Jun	\$695.50		22-Jun	\$879.58		16-Jun	\$977.70	
28-Jun	\$735.75	\$3,147.15	29-Jun	\$866.75	\$4,531.19	23-Jun	\$877.40	
30-Jun						30-Jun	\$964.75	\$3,631.10
<b>TOTAL</b>	<b>\$36,529.15</b>		<b>TOTAL</b>	<b>\$39,667.31</b>		<b>TOTAL</b>	<b>\$36,238.07</b>	
	\$777.22 47 Weeks			\$826.40		<b>Week Avg</b>	\$787.78	



**Guerrero, Jimenez, Diaz  
& Co. LLP**  
A Certified Public Accounting Firm

July 11, 2014

Mr. Richard Stegner, Executive Director  
Old Town San Diego Chamber of Commerce  
P.O. Box 82686  
San Diego, CA 92138

Dear Mr. Stegner:

We are pleased to confirm our understanding of the services we are to provide for Old Town San Diego Chamber of Commerce for the year ended June 30, 2014.

We will audit the statements of financial position of Old Town San Diego Chamber of Commerce as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also

2445 Fifth Avenue, Suite 420, San Diego, CA 92101  
P: 619.280.9600 F: 619.230.0706  
www.gjda-cpa.com



inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances used third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the tax services and any other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, changes in net assets and cash flows in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws and regulations.

You are responsible for the preparation of supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the

supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Mr. Leonel Guerrero is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fee for these services to be \$3,600 for the audit and \$800 for preparation of federal and state tax returns for the year ended June 30, 2014. You will also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc., if applicable, not to exceed \$100. Also, if additional work is required in assisting in closing the accounting records, it will be performed (upon approval) at our standard rates. We will issue one invoice at the beginning of our work, payable as explained below. The fee includes additional procedures and related work in order to comply with the provisions of Statement of Auditing Standards 99 (SAS 99) "Consideration of Fraud in a Financial Audit" and reevaluation of your internal control structure and procedures and also regulations regarding audit documentation administered by the California State Board of Accountancy. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We will require an advance of \$1,600 upon commencement of our engagement; the remaining balance will be due upon completion of our engagement. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Guerrero, Jimenez, Diaz & Co., LLP

Response:

The letter correctly sets forth the understanding of Old Town San Diego Chamber of Commerce.

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Election timetable 2014**

July	Board of Directors nominates Election Committee
August	Start canvassing community for nominees
September	Prepare Candidate application Mail out Candidate application Include in Newsletter
October 7	Election Committee confirms nominations Compile candidates and prepares ballot
October 15	Board confirms candidates and approves ballot and ballots are mailed out
November 11	Ballots due and committee counts votes
November 19	Board of Directors confirms election New board members inducted at the ANNUAL meeting



**OLD TOWN SAN DIEGO  
CHAMBER OF COMMERCE  
BOARD OF DIRECTORS**

**Term of Office**

<b>Director Name</b>	<b>Elected</b>	<b>Term Expires</b>
----------------------	----------------	---------------------

Bruce Johnson	Nov-12	Nov-14
Dave McGuire	Nov-12	Nov-14
Diane Lowery	Nov-12	Nov-14
Michael Howland	Nov-12	Nov-14
Chuck Ross	Nov-12	Nov-14
David Thornton	Nov-12	Nov-14

Alana Coons	Nov-13	Nov-15
Patty Ducey-Brooks	Nov-13	Nov-15
Jeanne K. Ferrell	Nov-13	Nov-15
Fred Grand	Nov-13	Nov-15
Diane Powers	Nov-13	Nov-15
Christine Smith	Nov-13	Nov-15

Subj: **Taste of Old Town**  
 Date: 7/10/2014 5:35:20 P.M. Pacific Daylight Time  
 From: [chuck@fiestadereyes.com](mailto:chuck@fiestadereyes.com)  
 To: [chuck@fiestadereyes.com](mailto:chuck@fiestadereyes.com)  
 CC: [rob-vslmedia@cox.net](mailto:rob-vslmedia@cox.net), [amber@fiestadereyes.com](mailto:amber@fiestadereyes.com), [eric@fiestadereyes.com](mailto:eric@fiestadereyes.com), [ryan@fiestadereyes.com](mailto:ryan@fiestadereyes.com)

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We're pleased to announce that the Old Town Chamber of Commerce is sponsoring a Taste of Old Town, Thursday September 18th from 6:00 - 9:00 pm. This is a very important fundraiser for the Old Town Community. Not only will this event continue to allow us to raise funds for the continued promotion of all of Old Town, but it also allows us to continue to offer free parking in Old Town by raising funds for the upkeep and maintenance of the newly acquired parking lot on Juan St. & Twigg St.

We have already had a tremendous amount of support from the community and we appreciate all of the work that is being done to make this a huge success. The event has changed from past years, and our emphasis will be on the food in Old Town. We will certainly have beer, wine and tequila as a part of the Taste of Old Town, but we are encouraging all of the restaurants that are participating to focus on serving great food that is representative of your restaurant. As we see throughout all of San Diego, when a community comes together for a "Taste of" event, if they serve great food the event is always a success. We have plans for "foodie" advertising and PR so please lets all be creative and come up with some great items that we will all be proud to promote and serve at the Taste of Old Town.

Our Title Sponsor should be signed up soon, and I appreciate most all of the restaurants agreeing to "feature" the Sponsor's tequila brand for the month of September. This is a huge show of good faith for the Title Sponsor and is a big help in securing a quality sponsor for the event. We'll provide more information in the next couple weeks.

Attached to this email is a sponsor flyer that we'd like you to promote to you and your venders as soon as possible. Please ask your venders for a sponsor check for this event. The three levels are:

Presenting \$2,500  
 Partners \$1,500  
 Friends \$ 500

So far we have three Presenting and two Partner sponsorships signed up, we expect many more in the next few days. The more the better, and there is room for an unlimited number of these sponsors. The sooner we have everyone signed up the sooner you/they will receive recognition through the web site and PR. Please present the flyer to all of your venders, and friends, and lets help raise funds for the community.

**Without the funds generated by this event it will be very difficult to continue promoting Old Town as we have the past few years, and we will not be able to maintain the Old Town parking lot as currently proposed.**

We're happy that we were able to obtain TasteOfOldTown.com as our URL and that web site will be live soon. All information, as well as the ability to purchase tickets will be on this site soon.

The Taste of Old Town will include all restaurants that want to participate - *there is only one catch* - the requirement for each restaurant is that they must purchase 20 tickets at \$20 each. The tickets can then be sold to your guests, venders or even given away if you choose. The price of the tickets is \$30 to the public so there is a \$10 cushion in each ticket price. This is a newly added condition this year that will help to ensure that all restaurants contribute to the success of the event. The 20 tickets is a minimum, you are certainly welcome to sell more and we hope that you do!

All Chamber Board members are also being asked to purchase and sell tickets as well.

Certain aspects of the event are evolving but here are a few of the highlights of the Taste of Old Town that we are working on:

- Most restaurants will have either a beer, wine or tequila sponsor present providing tastes of their products. Guests will be limited to only two tastes at each restaurant. It's the guests choice what they prefer, but the max is going to be two tastings of any alcoholic beverage. These tastes will be monitored by a responsible "host" which we will

Thursday, July 10, 2014 AOL: OTSD

provide for every restaurant. The "host" will be a licensed and bonded employee of a reputable security company and will be present to help, and monitor, with the alcohol part of the Taste.

- As mentioned the full ticket price is \$30, but we will also offer a "food only" ticket for \$20.00
- Complete envelopes including wrist bands, maps and hotel information will be completed soon and will be used as each persons "ticket" for the event.
- Banners, posters and post cards will be provided to all restaurants
- Small serving plates and plastic forks will be provided
- A raffle will be held during the Taste so please let us know if you'd like to donate certificates from your business

The following restaurants are confirmed at this time - all other interested restaurants should contact us asap to be included in the Taste of Old Town;

- Guadalajara
- La Pinata
- Casa de Reyes
- Barra Barra
- Cosmopolitan
- OT Mexican Café
- Café Coyote
- Miquels
- Old Town Tequila Factory
- Rockin Baja
- Alamo
- Los Locos
- Rust General Store

Our next planning meeting will be held at the Cosmopolitan Thursday July 17 at 2:30 - We hope to see you there.

I'm excited about this event, and with your help we can make this a huge success. More details will follow, but please help by immediately **SELLING SPONSORSHIPS!**

Thank you



**PLEASE NOTE NEW EMAIL ADDRESS**

**Chuck Ross**  
**Fiesta de Reyes**  
**Old Town San Diego State Historic Park**



# County of San Diego

**TRACY M. SANDOVAL**  
 DEPUTY CHIEF ADMINISTRATIVE OFFICER/  
 AUDITOR AND CONTROLLER  
 (619) 531-5413  
 FAX: (619) 531-5219

FINANCE & GENERAL GOVERNMENT GROUP  
 1600 PACIFIC HIGHWAY, SUITE 166, SAN DIEGO, CA 92101-2422

June 30, 2014

Richard Stegner  
 Old Town San Diego Chamber of Commerce  
 Old Town Chamber

Dear Richard Stegner:

Congratulations! Based on a recommendation from Supervisor Ron Roberts, the Board of Supervisors approved a Neighborhood Reinvestment Program award of \$25,000.00 to your organization to assist in the cost of replacing three Old Town San Diego Community Information Kiosks..

In order to receive these funds, you must enter into an agreement with the County that specifies the responsibilities you have with respect to the use of these funds and accounting for them. A copy of the Grant Agreement is attached for your review and signature. Please read the Grant Agreement carefully, verify the effective date then print, sign and date the agreement in the Grantee block on page 6, and return it to the Office of Financial Planning at 1600 Pacific Highway, Room 352, San Diego, CA 92101 at your earliest convenience. Upon receipt, I will sign the agreement and fill in the date on page 1 and will return a copy of the agreement to you along with a check for the amount of the grant. Please allow 4 - 6 weeks processing time from when we receive the signed agreement from you to when your check will be ready. If the agreement requires you to raise matching funds, the agreement and check will be sent after you have submitted proof that you have obtained the matching funds. You will have 12 months from the effective date to spend the grant funds.

In addition to the executed Grant Agreement and the check, your packet will include a form titled "Documentation of Grant Expenditures." As the agreement states, you must complete this form and send it together with supporting documentation to my office as soon as the grant funds have been expended, but no later than 13 months after the effective date of the Grant Agreement.

ASSESSOR/RECORDER/COUNTY CLERK  
 AUDITOR AND CONTROLLER  
 CHIEF ADMINISTRATIVE OFFICE  
 CIVIL SERVICE COMMISSION

CLERK OF THE BOARD  
 COUNTY COMMUNICATIONS OFFICE  
 COUNTY COUNSEL  
 COUNTY TECHNOLOGY OFFICE

GRAND JURY  
 HUMAN RESOURCES  
 RETIREMENT ASSOCIATION  
 TREASURER-TAX COLLECTOR

Old Town San Diego Chamber of Commerce  
Page Two  
June 30, 2014

**Note: If you previously received either Community Enhancement or Neighborhood Reinvestment grant funds for which the "Documentation of Grant Expenditures" report is overdue, your new payment will be held until you submit that documentation.**

Should you have any questions regarding this process, please contact Toosdhi M. McGowan at (619) 531-4887.

Sincerely,



EBONY N. SHELTON, Director  
Office of Financial Planning

OFP:ENS:tmm





## MAINTENANCE AGREEMENT

July 8<sup>th</sup>, 2014

This agreement is executed by CAM Services, a California corporation (hereinafter "CAM") and **Old Town Business Improvement District** (hereinafter "Client"), whose address is **2415 San Diego Avenue, Suite 107 San Diego, CA 92110**. Phone: **(619) 291-4903** Fax: **(619) 291-9383**, with respect to the following facts:

### Recitals

- A. CAM is engaged in the business of providing maintenance services for various types of buildings and building complexes.
- B. Client desires to have CAM provide specified maintenance services for a certain building or building complex located at **Harney Street and Twiggs along Juan Street San Diego CA 92110** (hereinafter referred to as the "Premises").
- C. The Premises are owned by Client, (or, as appropriate, \_\_\_\_\_, a California corporation, a California limited partnership, limited liability company, etc., doing business under the fictitious business name of \_\_\_\_\_, etc.)
- D. Client is the property manager of the Premises.

On the basis of the foregoing facts, the parties hereby enter into the following agreement:

Agreement

1. Services to be Provided. CAM shall provide, at the Premises, the following services:

A. Day Porter Services.

Please Refer to Appendix A for Fees, Frequencies, and Scope of Work..

B. Recommended Additional Services, Repairs, Etc.

- (1) Should the need for additional services not included in this agreement or for repairs become evident, Client will be advised accordingly. Any additional services to be provided shall be the subject of a separate agreement or an addendum to this agreement.

2. Consideration.

- A. Client shall pay to CAM the amount(s) for each service rendered pursuant to this agreement, per Appendix A.
- B. The total amount indicated above shall be paid once per month, no later than ten days after the date of each monthly invoice. Late payments shall be subject to a service charge at the maximum rate permitted by law, up to 1.5 percent per month.
- C. On each anniversary of the date of execution of this agreement, the total consideration payable by Client shall increase consistent with a yearly cost of living adjustment measured by the cost of living increase set forth in an acceptable cost of living price index or other measure reflective of economic conditions. (However, in no event shall the consideration payable by Client decrease.)

3. Term, Terminations. The term of this agreement shall be for one year from the date of its execution, and shall be automatically renewed for successive one year terms, subject to termination by either party on 30 days written notice to the other. It is expressly understood and agreed that failure to give said 30 days written notice, even if client loses ownership and/or management of property, in whole or in part, shall constitute a material breach of this agreement. In the event of any such breach, the parties expressly agree that CAM will incur certain damages and costs which are not accurately subject to determination, and therefore Client shall promptly pay to CAM as liquidated damages the sum of one-month's contract fees. Client and CAM both expressly agree that said liquidated damages are reasonable under the circumstances existing at the time of execution of this agreement.

4. Materials, Supplies and Equipment. CAM shall furnish all materials, supplies and equipment necessary to fully perform the services specified herein. (Water and sprinkler systems, to the extent utilized in performing services pursuant to this agreement, shall be supplied by Client.)
5. Authorization. Client hereby represents and warrants that if not the owner of the Premises, Client is fully authorized by the owner to enter into this agreement.
6. Supervision. CAM shall provide supervision adequate to insure that the services rendered pursuant to this agreement are of high quality.
7. Holidays. CAM employees are not required to work on six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a service day falls on anyone of those holidays, services will not be provided on that day. However, if services are required, then Client shall be billed at double the regular hourly labor rate.
8. Inclement Conditions, Other Disruptive Factors. Client hereby acknowledges that rain, strong winds and other inclement conditions may impair the ability of CAM to provide required services. For example, if sweeping is included in the agreement, power sweepers, blowers and brooms are ineffective on wet surfaces. Similarly, heavy rains may prevent strict adherence to landscaping maintenance schedules. Additionally, trash removal services personnel frequently leave dumpsters in disarray, and tenants are not always careful and tidy when depositing trash or breaking down boxes in dumpsters. See also, Section 19 below, Force Majeure.
9. Independent Contractor Status. It is understood and agreed that by virtue of entering into this agreement, CAM and/or its employees shall not become employees of Client. Rather, CAM shall have the status of an independent contractor. Client shall make no deductions of any kind from any consideration paid CAM, including but not limited to state, federal and local taxes, social security, etc. Client shall not be required to secure workers compensation or any other insurance or benefit for CAM except as may be expressly provided herein. CAM 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 CAM from entering into similar or dissimilar agreements with other parties or entities, provided that CAM shall devote all time reasonably necessary to fully perform its obligations hereunder.

10. Non-Solicitation of CAM Employees or Subcontractors. During the term of this agreement, and any renewals thereof, and for a period of one year subsequent to the expiration or termination of the term or any renewal term of this agreement, Client shall not, directly or indirectly, on behalf of itself or any other person or entity, including, without limitation, all subsidiary, parent or affiliated entities, enter into an employment or independent contractor relationship with any ex-CAM employee or subcontractor within one-year of their separation from CAM without the express written consent of CAM, nor shall Client cause, either directly or indirectly, any such solicitation by or on behalf of any other person or entity. In the event of any violation by or on behalf of Client in the prohibitions set forth directly above, the parties expressly agree that CAM will incur certain damages and costs which are not accurately subject to determination, and therefore Client shall promptly pay to CAM as liquidated damages the sum of twelve months' contract fees. Client and CAM both expressly agree that said liquidated damages are reasonable under the circumstances existing at the time of execution of this agreement.
11. Attorney's Fees, Costs. In any action or proceeding arising out of or relating to this agreement, the court, arbitrators or other ruling body may award reasonable attorney's fees and costs to the prevailing party.
12. Assignment. Client may not assign any rights or obligations hereunder without the prior, express written consent of CAM. This agreement shall be binding on and inure to the benefit of the successors, assigns and personal representatives of the parties.
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. 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.
15. 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.
16. 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.
17. Governing Law. The construction, interpretation and application of this Agreement shall be governed by the law of the State of California.

18. Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by each party. Each counterpart shall be deemed an original instrument as against any party who has signed it.

19. Force Majeure. If performance by CAM 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 CAM 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.

20. 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.

21. Venue. Venue in any action or proceeding arising out of or relating to this agreement shall be in the West District of the Superior Court for Los Angeles County, or in the Municipal Court of the Los Angeles Judicial District, West Los Angeles branch, as appropriate.

REQUESTED START UP DATE: July 19, 2014

IN WITNESS WHEREOF, the parties have executed this agreement on July 9, 2014 at San Diego, California.

**OLD TOWN BUSINESS  
IMPROVEMENT DISTRICT**

**COMMON AREA MAINTENANCE  
SERVICES, INC.**

By:   
Richard Stegner  
Executive Director

By: \_\_\_\_\_  
Ben Arvizu  
Business Development

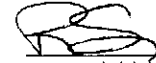
ADDRESS:  
2415 San Diego Avenue, #107  
San Diego, California 92110  
(619) 291-4903 Tel.  
(619) 291-9383 Fax

ADDRESS:  
9360 Activity Rd  
San Diego, California 92126  
(858) 693-0771 ext. 257 Tel.  
(858) 693-0949 Fax

P:\Proposals\Day Porter Old Town BID.doc


Appendix AHarney Street and Twiggs along Juan Street San Diego CA 92110

Day Porter Services	7 days a week 2 hours a visit June – September	\$ 900.00 a month
---------------------	--	-------------------



initial

Day Porter Services	4 days a week 2 hours a visit October – May	\$ 522.00 a month
---------------------	---	-------------------



initial

SCOPE OF WORK:

1. Police parking lot and planters for litter.
2. Trash receptacle (7)
  - a. All trash liners shall be replaced each visit.
  - b. Trash liners will be provided by client.
  - c. Wipe down trash receptacle lids.
3. Report major graffiti (painted) to Client.
4. Report any large trash or illegal dumping.

**FISCAL YEAR (FY) 2015  
AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND  
OLD TOWN SAN DIEGO CHAMBER OF COMMERCE.**

This Agreement [Agreement] is entered into by the City of San Diego, a California municipal corporation [City] and **OLD TOWN SAN DIEGO CHAMBER OF COMMERCE**, [Contractor], hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, pursuant to Council Policy 100-18, the City established the Community Parking District Program [CPD Program], whereby communities unable to meet existing parking demands may devise and implement parking management solutions to meet their specific needs and resolve undesirable parking impacts; and

WHEREAS, the City Council has designated boundaries consistent with those of the Old Town Business Improvement District as the Uptown Community Parking District [District]; and

WHEREAS, on June 27, 2005, the City Council adopted Resolution No. R-300584, in which the City Council designated the Old Town Chamber of Commerce as the Advisory Board for the District; and

WHEREAS, on \_\_\_\_\_, \_\_\_\_\_, the City Council adopted Resolution No. R-\_\_\_\_\_ in which the City Council approved the Annual Plan [Plan] and Budget for FY 2015 to be carried out by Contractor; and

WHEREAS, the proposed activities and improvements set forth in Contractor's approved Plan and Budget pertain solely to Contractor's proposed operation of an existing public parking lot to increase its parking supply and generate revenue; and

WHEREAS, neither this Agreement, nor the above-mentioned City Council Resolution contemplate that the City will be allocating any funds from its CPD Program to Contractor for the proposed activities and improvements set forth in Contractor's approved Plan and Budget, but instead this Agreement sets forth the Contractor's rights and limitations on using revenue generated by Contractor as a result of its operation of an existing public parking lot;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I - DEFINITIONS**

For the purposes of this Agreement, the terms listed below are defined as follows:

- 1.1 Operating Manual – The City's "Operating Manual for Economic Development Programs" (revised 2011), which contains prescribed procedures for fiscal management and accountability of programs and/or projects receiving City and/or federal funds.
- 1.2 Plan Budget – The total amount of money allocated and available in the Old Town Community Parking District Fund for the Old Town San Diego Chamber of Commerce in FY2015 to be expended at the direction of Contractor for expenses incurred, in implementing the proposed activities and improvements, as set forth in the approved Annual Plan and Budget attached hereto as Exhibit B and subject to the restrictions set forth in section 6.1.2 of this Agreement.
- 1.3 Plan Revenue – All revenue that accrues to Contractor as a result of its operation of an existing parking lot provided under this Agreement, including interest earned on these funds deposited in an interest bearing account.
- 1.4 Subcontractor – Any entity other than the City that furnishes supplies or services (other than office space, standard commercial supplies, printing services, or other administrative or operational services) to Contractor in connection with Contractor's performance of its obligations and/or duties under this Agreement.

#### **ARTICLE II - EFFECTIVE DATE; TERM OF AGREEMENT**

- 2.1 Upon the execution of this Agreement by the Parties and approval of this Agreement by the City Attorney in accordance with Charter Section 40, this Agreement shall be effective as of July 1, 2014 and continue until June 30, 2015, unless terminated earlier in accordance with the terms of this Agreement.
- 2.2 In accordance with Section 16.9, this Agreement may be extended for up to ninety additional calendar days so long as an amendment is made in writing and signed by both Parties and is made in compliance with all laws, policies, regulations relating thereto.

#### **ARTICLE III - CONTRACT ADMINISTRATOR; DESIGNATED REPRESENTATIVE**

- 3.1 The City's Economic Development Division [Division] is the contract administrator for this Agreement. The City will identify a designated representative for the purposes of this Agreement.
- 3.2 The City's designated representative shall communicate with Contractor on all matters related to the administration of this Agreement and Contractor's performance of its obligations and duties rendered hereunder. Contractor shall work solely under the direction of the City's designated representative in performing Contractor's obligations and duties under this Agreement.
- 3.3 When this Agreement refers to communications to or with the City, those communications shall be with the designated representative, unless the designated representative or the Agreement specifies otherwise.



- 3.4 The City, at its sole discretion, may change its designated representative at any time, and if the designated representative is within the Division shall inform Contractor, in writing, of the new designated representative within ten calendar days of the date of such change. If the new designated representative is outside the Division, and the City has knowledge of the new designated representative ninety calendar days prior to the date of the change, the City will inform Contractor, in writing, of the new designated representative at least ninety calendar days prior to the date of such change. However, if the new designated representative is outside the Division, and the City does not have knowledge of the new designated representative ninety calendar days prior to the date of the change, the City will inform Contractor, in writing, of the new designated representative within five calendar days of City's knowledge of the pending change.

**ARTICLE IV - INDEPENDENT CONTRACTOR; ASSIGNMENT;  
DESIGNATED REPRESENTATIVE**

- 4.1 Contractor acknowledges, and shall require each of its Subcontractors to acknowledge, that Contractor and its Subcontractors are independent contractors, and not agents or employees of the City. Any provision of this Agreement that may appear to give the City a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of the City concerning the end results of the performance.
- 4.2 Contractor shall have no authority to bind the City in any manner, nor to incur any obligation, debt or liability of any kind, on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City.
- 4.3 Because this Agreement is entered into by the City in reliance upon Contractor's qualifications, experience, and personnel identified, Contractor shall not assign or subcontract any of its rights, obligations, and/or duties under this Agreement, without first obtaining the written consent of the City. Any assignment in violation of this Article is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee, but any such assignment shall be ineffective, null and void.
- 4.4 Contractor shall identify a designated representative for the purposes of this Agreement. In the event Contractor changes its designated representative for the purposes of this Agreement, Contractor shall notify the City in writing of the new designated representative within ten calendar days of the date of such change.

## ARTICLE V - OBLIGATIONS OF CONTRACTOR

- 5.1 Contractor shall perform the services described in this Article and the Scope of Services which is included in the Annual Plan, in accordance with the Plan Budget and all other terms and conditions of this Agreement and subject to the restrictions set forth in section 6.1.2 of this Agreement.
- 5.2 The Scope of Services shall include measurable objectives to provide a sound basis for the City to effectively monitor Contractor's performance under this Agreement.
- 5.3 Contractor shall operate and maintain a public parking facility at the Permit Area for visitors to Old Town San Diego in accordance with the terms and conditions of this Agreement, that certain Use and Occupancy Permit by and between the City of San Diego and the Old Town San Diego Chamber of Commerce (Use and Occupancy Permit), which shall be executed on or near the date of execution of this Agreement, the Plan Budget, the Operating Manual, the San Diego Municipal Code, and/or Council Policy 100-18. For this purpose, the Permit Area means that certain area on a portion of Block 463, Old San Diego, consisting of approximately 13,940 square feet of vehicle parking area surrounded by Twiggs Street to the north, Juan Street to the east, and Harney Street to the south, as more particularly described in the Use and Occupancy Permit. In order to comply with this requirement, Contractor shall, among other things:
- 5.3.1 Use of Permit Area. Assess a parking fee for each vehicle parking in the Permit Area during the annual Fiesta Cinco de Mayo event, which takes place during the month of May, the annual Old Town Art Festival event, and other events as deemed appropriate by Contractor with City's prior written consent in each instance.
- 5.3.2 Maintenance of the Permit Area. Contractor shall keep the Permit Area free and clear of rubbish, debris, weeds and litter at all times. Contractor shall have any graffiti on the Permit Area removed within forty-eight (48) hours after Contractor is made aware of such graffiti. Further, in the Permit Area, Contractor shall specifically provide for:
- a. A minimum of eight (8) trash receptacles;
  - b. Daily removal and disposal of trash from all trash receptacles;
  - c. Weekly pick up and disposal of trash from planters and green spaces;
  - d. Monthly sweeping;
  - e. Maintenance, including trimming, of all existing trees;
  - f. Watering for all landscaped areas;

- g. Maintenance of all existing turf areas;
  - h. Replacement of light bulbs, fixtures and timers, as necessary and in a timely manner; and
  - i. Adjustment of electrical lighting timers to coordinate with daybreak and nightfall
- 5.3.3 Improvements/Alterations. Contractor shall perform the following at the Permit Area by January 1, 2015:
- a. Install a bicycle corral in the Permit Area;
  - b. Should funding become available, replace the existing stairway leading to Juan Street with a new stairway that is in conformance with all of the requirements of CITY's Development Services Department, and any applicable local, state and federal laws, rules and regulations
- 5.4. Contractor shall comply with any and all obligations imposed on Contractor pursuant to the Use and Occupancy Permit (defined above in Section 5.3).

## ARTICLE VI - PLAN BUDGET AND EXPENDITURES; TOTAL PAYMENT; PLAN REVENUE

### 6.1 PLAN BUDGET AND EXPENDITURES

- 6.1.1 The Plan Budget shall be in sufficient detail as determined in the sole discretion of the City to provide a sound basis for the City to effectively monitor Contractor's performance under this Agreement. Contractor shall not be reimbursed or entitled to use Plan Revenue for any expenditure without proof that each expenditure has been paid by Contractor.
- 6.1.2 Funds provided by the City to Contractor under this Agreement (which consist solely of Plan Revenue) may be used only for staffing, education and outreach, general operations, research activities (including Subcontractor expenses), design and engineering expenses, and other reasonable and appropriate similar costs related to Contractor's services listed in the Annual Plan and Budget. Prior to expending any Plan Revenue for the construction, repair, maintenance, alteration, or improvement of a proposed project Contractor must obtain any and all required permit(s) and/or other written documentation authorizing such activity from the appropriate City decision-maker to ensure compliance with all necessary review and all applicable law. Furthermore, the City fully reserves its right to delete any proposed projects set forth in the Annual Plan and Budget. Any expenditures to be paid for with Plan Revenue that are incurred by Contractor pursuant to

Contractor's Plan and Budget shall be essential to the proper and efficient performance of those services required by this Agreement and shall fall within the prescribed limitations of this Section, the Operating Manual, and applicable laws, rules, and regulations governing this Agreement. Any other expenditures, including travel, meals, lodging, and entertainment costs, or any alcoholic beverages, shall not be reimbursable with Plan Revenue under this Agreement and shall be borne solely by Contractor.

6.1.3 Contractor shall not be reimbursed or entitled to use Plan Revenue for any expenditure that is ineligible under this Agreement, the Plan Budget, the Operating Manual, the San Diego Municipal Code, and/or Council Policy 100-18. The City will neither reimburse Contractor for expenses, nor allow use of Plan Revenue for any expenditure that is ineligible under, this Agreement, the Plan Budget, the Operating Manual, the San Diego Municipal Code, and/or Council Policy 100-18.

6.1.4 Contractor shall not use the funds provided under this Agreement in its operations, directly or indirectly, during any period of federal, state, or local debarment, suspension, or ineligibility of Contractor, when Contractor has been noticed of such debarment, suspension, or ineligibility.

6.2 **ADVANCES** [Reserved].

6.3 **TOTAL PAYMENT.** City will not make payment of any funds to Contractor under the terms of this Agreement. Instead, City will allow Contractor to retain Plan Revenue (as defined in Section 1.3 of this Agreement) to the extent Plan Revenue is equal to or less than \$17,500. To the extent Contractor generates Plan Revenue in an amount greater than \$17,500 then all such revenue above and beyond \$17,500 must be documented and returned to the City, as earned, on a monthly basis for City's use in accordance with City Council Policy 100-18. Any amount of Plan Revenue equal to or less than \$17,500 not expended under this Agreement, shall roll over to the next fiscal year allocation of funds, subject to the City Council's annual review and approval of community parking district annual plans and authorization of further contracts to administer the District.

6.4 **ADDITIONAL FUNDING SOURCES.** If Contractor has received or does receive additional funding for the Plan from a source or sources other than the City, the use of which requires that Contractor make an accounting to, or be subject to, an audit by such other source, then Contractor shall charge Plan expenditures to the appropriate funding source at the time incurred. Any cost incurred in connection with the Plan that is properly chargeable to, and actually claimed for compensation or reimbursement under, a funding source other than the City, shall not be allowed as a chargeable cost under this Agreement.

6.5 **PAYMENT SCHEDULE**

6.5.1 [Reserved].