

East Village Association – Board of Directors Meeting Tuesday, November 22, 2022, at 3:00pm

In-Person: UC San Diego Park & Market (1100 Market St. # 213/214)
Virtual Meeting Zoom Link: https://us02web.zoom.us/j/81486556517
or call 1-669-900-6833 / Meeting ID: 814 8655 6517 / Password: 092101

AGENDA

1. Zoom Meeting Protocol & Introductions / Terry McCleary, President

All participants will be put on mute during the topic presentation and then the moderator will unmute the microphones to take comments/feedback. Please keep comments directed to the topic being discussed.

2. Continuing Virtual Meetings Pursuant to AB 361

Action Item

P. 3

Find and determine that a state of emergency remains in effect at the state level, and that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

- 3. Introduction of New City America Staff as Administrators
 - a. Marco Li Mandri Executive Director
 - b. Dominic Li Mandri District Manager, Liaison with Clean & Safe Program
 - c. Ethan Olsen Asst. District Manager
 - d. Monica Montes Administration, Office Management, Supplies
 - e. Rosie De Luca City Reporting
 - f. Shirley Zawadzki Financial Reports, Insurance
 - g. Chris Gomez Parking District Oversight, District Identity Oversight with Ethan
 - h. Dianne T. Serna De León Administrative Support
- 4. Approval of the minutes of the October 17, 2022 Meeting

Action Item

Action Item

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- 5. Non-Agenda: Public Comment & Announcements
- 6. Reaffirmation of Officers of the Corporation

a. President: Terry McCleary

b. Vice President: To Be Determined

c. Treasurer: David Miles

- d. Secretary: Robyn Spencer
- e. Current Board Members

7. Appoint Dominic Li Mandri as EVA Representative to Clean & Safe Board

Action Item

- 8. Report from Executive Committee, Items for Consideration by the Board
 - a. BID Contract: Complete open items with City to get in compliance / Terry & Chris
 - b. Office Space: Reaffirmation to remain in existing office space: consideration for changing of unit

Action Item P

P. 16 - 17

- c. <u>Bylaw Review</u>: Appoint a Bylaws Task Force Chair and Members to bring changes back to Board at the Annual Retreat for review and consideration. Action Item d. Board Expansion: Expand the Board to include key property owners and businesses by appointing interested stakeholders, as recommended by the Executive Committee, at the January Board meeting. Action Item P. 18 e. Restructuring of Committees: To be recommended at the Annual Retreat Recommendations on Financial Condition & Budget Standardization / Shirley P. 19 g. Review of State of Affairs at Office / Shirley h. Setting FY23 Goals: To be discussed at the Annual Retreat PBID Renewal: Seeking input and comments from property owners on renewal of Clean & Safe Program for 2025. East Village currently contributes \$3.7 million per year. Give authorization for staff to call a meeting of key property owners prior to the next Board meeting for further discussion and direction. Action Item Set Annual Meeting Date: February 2023 Action Item k. Enhanced Security: DSDP Supplemental Contract for Enhanced Security funded by Parking Meter Revenues / Dominic & Chris Action Item P. 20 - 30 9. Committees a. FY23 Parking District Budget: Review and approve amended FY23 Parking District budget and direct staff to submit amendment to the City / Chris Action Item P. 31 - 34 b. EV Holiday Market & Tree Lighting: Approval of budget, direct staff to organize, and work with P. 35 - 38 City to gain access to City parcel / Chris Action Item c. Website: Status of current website, creation of Website RFP Task Force, and direct staff to draft and solicit responses via RFP / Chris Action Item d. Public Relations: Create of Public Relations RFP Task Force, and direct staff to draft and solicit responses via RFP / Chris Action Item 10. Authorization for Staff to work with the Lucky Duck Foundation for Collection of Trash within the East Village / Mitch Mitchell Action Item P. 39 - 40 11. Review of DSDP Petition to the Mayor on Homeless Situation / Marco Action Item P. 41 - 42 12. Community Reports SDPD, City Attorney's Office, Senator Atkins' Office, Assemblyman Ward's Office, Supervisor Vargas' Office, Mayor Gloria's Office, Councilmember Whitburn's Office, Economic Development Department, and DCPC.
- 13. Other
- 14. Next Board of Directors Meeting

Action Item

15. Next Exec Committee Meeting

Action Item

16. Adjournment

Action Item

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. The Corporation posts all Board and Committee agendas at meeting location and on the EVA website. Action may not be taken on items not identified as such and posted on the agenda. Meeting facilities may be accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Dominic Li Mandri at 619-233-5009 or via email at dominic@newcityamerica.com at least 48-hours prior to the meeting. VIRTUAL MEETING / COVID-19. Due to precautions associated with COVID-19 and following current state law (AB 361) regarding the Brown Act, all EVA Board and Committee meetings, until further notice, will be held by teleconference only. Members of the public can listen and participate in meetings over the phone and through the internet.

On September 16, 2021, AB 361 was adopted on an urgency basis (AB 361, section 9) meaning it has immediate effect. Shortly thereafter, Governor Newsome issued an executive order delaying implementation until October 1. After October 1 and through January 1, 2024 (when the bill sunsets), bodies subject to the Brown Act can continue to meet electronically (without the need to allow the pubic to participate from a physical location) after making specific findings and subject to added requirements.

Findings

A body subject to the Brown Act may continue to meet virtually when:

- 1) it is meeting during a proclaimed state of emergency AND
- 2) either: state or local officials have imposed or recommended measures to promote social distancing <u>OR</u> the body is meeting to determine or has determined by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Thereafter, at least every 30 days the body must make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.
- (B) Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing

Additional Requirements

In addition to requirements established under the Governor's Executive Orders, public entities that continue to meet virtually must also:

- Allow real-time public comment; may not require public comments to be submitted in advance.
- Allow people to register (get in line) to give public comment during the entire public comment period for a given item.
- Suspend any action in the event of a service interruption. If there is a disruption (within
 the agency's control) that prevents broadcast of the meeting or prevents the public from
 providing comments, the body may not take actions until service is restored or those
 actions may be challenged.



East Village Association – Board of Directors Meeting Monday, October 17, 2022 at 3:00pm UCSD Park & Market (1100 Market St., San Diego, CA 92101) Room 318/319

PRESENT: Dave H. Miles, Terry McCleary, Hassan Ahmed, Angie Weber, Todd Brown, Ken Kawachi,

Simon Andrews

EXCUSED: N/A

GUESTS: Dominic LiMandri and Ethan Olsen (New City America), Sean Karafin (City of San Diego), Mary

& Jan (EVRG), Diane (Makers), Manny

MINUTES:

Item	Discussion	Action Taken?
I. Call to Order & Self-Introductions	The meeting was called to order at 3:18 p.m. by acting Board President Terry McCleary	1. No action taken
II. Adoption of Agenda Item	Terry: Move to adopt agenda as presented.	Hassan Ahmed motioned to approve the items on the agenda as presented. Todd Brown seconded the motion. Motion passed unanimously.
III. Public Comment (2-minute limit)	Sean Karafin - Two items remain for physical year agreement. Insurance docs and DOJ certification Terry - working on getting that for you Todd Thanks and Go Padres Terry: No Alonso Vivas from the Downtown SD Partnership and no Larry Turner from SDPD.	

IV. President's Report: Administrative Items	Terry Consent items: No Minutes to vote on for consent Financials were sent out late last night Hassan: Concern about electing Terry as full-time president. Todd: Elections are in November this is not the right time. Terry: Table it to November Hassan: No, a motion has been made and a second done to vote for Terry for president	Hassan Ahmed makes motion to have Terry be full time president. Angie Weber seconded the motion. Recorded in favor were Hassan, Angie & Ken. Recorded as opposed were Dave. Todd, Terry, & Simon abstained. Motion passes.
	Terry: Is there a motion to approve the Sept financials? Hassan: We have not seen them. Dave & Terry: Yes, they were sent out last night.	Todd Brown motioned to approve the financial report as presented. Angie Weber seconded the motion. Recorded in favor were Dave, Terry, Angie,
	Terry: Admin Report - Diane out on 9/30 as E/D. Claudine resigned as Pres on 9/30 and Terry has been acting as Pres since. Robyn and Dave have been filling in for the staff and checking in to take care of all other needs for the organization in the meantime.	Todd, Ken, Simon. None opposed. Hassan abstained from the vote. Financials were approved.
	No other admin business discussed.	No action taken.
V. East Village Association Committee Updates	Terry: On to Committee reports a. Simon on Design: Nothing to report	

		,
a. Pre-design Committee b. Finance Committee c. Marketing/Special Events Committee d. Placemaking Committee e. Community Relations Committee f. Parking Transit Committee g. Membership Committee	 b. Dave on Finance: Got last two items for Sean and should have that updated this week. Audit and taxes are being done should be done by month end. Have not received any funding from parking or city since June 14 and have had to dip into savings to cover expenses. So far about 100K has been pulled to cover all monthly expenses. c. Robyn on Marketing/Special Events: Not present d. Justin on Placemaking: Not present e. Terry on Community Relations: Nothing to report f. Parking: Harry was doing this, and we are looking for a new chair of this Committee - Nothing to report g. Membership: Nothing to report 	
VI. Action Item: Review of NCA Management Contract with EVA	Last meeting action item for the agenda. Wanted to reaffirm the vote for NCA Terry: What do you mean reaffirm vote. Don't have the minutes from the meeting I'm not sure. Todd: I felt like there was a slight glitch in last month and feel we need to revote to make everything official. I want a confirmation of the vote by majority to make everything official. Angie: Can we even re-do it? Todd: I don't know. Are we going to vote and make a motion? I want to double check and make sure we have this approved. Terry: Motion passed and moving forward and onto Contract approval. Todd: Has the email sent out and done by the attorney on both NCA and EVA side? And has it been distributed to the board?	Todd Brown motioned to reaffirm the Board vote on the NCA contract made at the last Board meeting. Angie seconded the motion. Recorded in favor were Terry, Angie, Ken, Hassan, Todd, and Simon. None opposed. David Miles abstains from the vote.

Terry: Yes. The Clean version was sent to the board. The attorney redlined version was sent to for review and they approved the changes made by the attorney.

Terry: Action Items

NCA Contract was sent to our attorney to review and then attorney recommendations were sent out to the board for us to review. Also sent over to NCA and NCA agreed with the changes that we made.

Todd: Terry the audio is cutting out. Terry: Todd can you hear us now.

Todd: Yes, your back now.

Dominic: I am the district manager for NCA. Any questions about this contract please let me know. It has been reviewed both the EVA attorney and the council for NCA and we are ready to have this take effect starting Nov 1. Want to start updating the web page, get all documents updated, get assessments updated with the city and work with the county supervisors for new project approvals.

Sean: Please speak to the context that is beyond the contract.

Dominic: We want to represent the EVA for all events and activities going forward. In every aspect.

Sean: What do you mean in working with the County.

What will that be?

Hassan: Where in the contract is the mention of the EVA as a BID?

Dominic: On the first page.

Hassan: Where does it say they will comply with all

regulations?

Sean: Does BID refer to everything? Regarding the City a

BID is a geographic boundary and not an

organization. Are those terms interchangeable in this

language?

Hassan: The EVA is in a contract with the City and would also be with NCA. It should mention this in the contract and there is no mention of this.

Dominic: In the Bylaws of the EVA, it states that there is a contract with the city.

Sean: The current context of the contract is fine to continue with. It covers all that is needed.

Todd: Sounds like this is not an issue. Its written and reviewed by an attorney.

Hassan: I have another issue. It says we are obligated to pay NCA. If the funds are not there, are we still obligated to pay NCA? Is the board personally responsible for this monthly debt?

Dominic: If EVA does not get its assessment money and this is due to negligence on the part of NCA, then no, they are not obligated. But otherwise, EVA would still be responsible for paying.

Hassan: Where on the contract does it say this?

Todd: It's in the contract.

Terry: Section 1 opening of the contract yes, it is there. Hassan: I want to create a sub committee to review article 14.1. I want it excluded. It is too general and that NCA is trying to bypass and do their own business operating system. You can do this in Europe but not here in the USA. We should not do this. Don't give them access to all of our information. Trade Secrets should not be their property. This should be that of the EVA.

Dominic: Trade secrets in this contract may refer to how NCA does business. NCA knows programs / operations / vendors etc. and this institutional knowledge would be used in service of the EVA and its strategic objectives. But any events or logos we make or work on for the EVA will be the property of the EVA. If we were to create and app or something that could be a trade secret of our (but we are not doing that). We can't take property from the EVA. Hassan: This should be EVA property. 14.1 .2 and .3 should be removed from the contract. I voted for Marco because of what he said not for trade secrets. I want it removed.

Terry: We are not going to remove that section; it's been reviewed by our legal council and may have been added at their behest/recommendation.

Dominic: Its standard language and we are not going to remove it.

Terry: Anything else?

Hassan: Yes, I have a few more items. They don't have the clean and safe contract addressed. EVA has a contract for 2 more years with Clean and Safe. Property management is the duty of Clean and safe. Does it work with Clean and Safe and NCA? Will it be just like it is in Little Italy?

Dominic: NCA serves as the administrator for the EVA. We are the stewards of the of the board and function as admin only. We will work with schedules and perform to sit on work done by the Downtown Partnership. We make recommendations and help make sure that they hit the scope of what the contract with them entails. We provide value by overseeing and enhancing it with various new projects. Like trying to implement new pedestrian experiences that will help.

Hassan: I like what you are saying. Are you going to have personnel who we will be able to call?

Dominic: We bring a team with us. Ethan is new to NCA, but we are bringing him up to speed getting him trained in to take care of the EVA. Will have a team and cover the EVA for all aspects that they need. Ethan will coordinate and work with other vendors as needed Hassan: I liked what former EVA board member Harry Schwartz said. NCA is about Marco. How is this, Marco? Specifically, Marco is the key for everything, and it should not be transferring to others who the EVA did not approve.

Dominic: Marco is the administrator. He is my dad. We do all the activities. Marco is the face, but it will take a team to get everything taken care of. This is just like we do for the other BID's we work

Sean: Who is the person with Little Italy?

Dominic: Chris Gomez.

Todd: All details are brought up with an out clause. If NCA

is not meeting it, we can get out moving forward.

Terry: Correct it spells that out in the contract?

Sean: Where and how long is this?

Dominic: There is a 30-day term, and this is not an annual

term.

Todd: 60 or 30 or 90 days out?

Dominic: 60-day course correction clause. 30-day notice

by either party to cancel.

Terry: 90 days actually but the terms are in the contract. Hassan: I make a motion to approve the contact but only

if we remove section 14.1 14.2 and 14.3

Dominic: I don't speak to that. Hassan: This is a motion to approve.

Terry: A motion has been presented do we have a 2nd? No second was made the Hassan's motion does not pass.

Todd: Motion to approve the contract as is

Terry: Do we have a second?

Mary: I have a public comment about this and would like to speak

Sean: This is not the section to make that in there is a motion on the floor.

Mary: After viewing the contract I have a question about #5. Expenses and proof of receipts. Also about having the minutes ready for review withing 72 hours. As a board member of another organization that is very challenging to do. Also, in Little Italy how do you work with and identify the board? For terminating the contract, it says 90-day advance notice with NCA but for NCA only 30 vs the 90. On section 11.2 it says if NCA ceases to do business any amount owed will still be due.

Dominic: The key there is for billable hours. Anything that has been billed would still be expenses that have to be paid.

Mary: What is the scope of the work? It does not mention what the image/brand is for the East Village. I would like more with EVA.

Todd motioned to approve the NCA contract as presented. Angie seconded the motion. Recorded in favor were Terry, Angie, Ken, Todd, and Simon. Hassan was recorded in opposition. **David Miles** abstained from the vote. Motion passes with one opposition and one abstention.

Terry: EVA and NCA will work together to identify all of that. Manny: What is the role of NCA and the public for any future placemaking opportunities? Dominic: At the moment EVA has a placemaking committee. We would like to review what this committee has already and create a collaborative conversation with anyone that wants to be a part of it. And coordinate with all parties for various projects. And use the committee to do this. Try to tell the story of the East Village. Terry: Anyone else? Hassan: Our Bylaws state that elections need to be done and we are out of compliance. How are you going to take care of that? Dominic: First finalize the date and set a special meeting for that. Nov 1-3 and set objectives from there. Coordinate with the city. Work with Vargas office for grants. Gain any other ideas. Set it up to vote in December with the board on what direction to date. Work to do projects that enhance the EVA. Sidewalk lighting, banners, branded tables, and chairs etc. Calling a new meeting for projects and anything else. Hassan: Not doing elections is a bylaws violation we need to do elections. Terry: Have a motion and do elections with work with NCA to get them done in early Nov. Todd: Don't we usually do them in Nov or Dec? Hassan: So, will they be done in 2022 or is it 2023? Dominic: We will see what we can do, or you can vote to change the bylaws and do them at a time that better suits Hassan: I do not agree with that. Terry: I understand Hassan. 8. Adjournment 8. Terry Adjourned the meeting at 4:15 PM 8. Meeting Adjourned

Minutes taken by Board Secretary David H. Miles. Edited for punctuation by Dominic LiMandri.



East Village Association – Executive Committee Meeting Tuesday, November 1, 2022, at 3:00pm

In-Person: US Bank Conference Room (801 Market St., San Diego, CA 92101)

Zoom: https://us06web.zoom.us/j/84801438216

or call 1-669-900-6833 / Meeting ID: 848 0143 8216 / Password: 38222

PRESENT

Terry McCleary, Robyn Spencer, David Miles, Todd Brown

GUESTS

Jon Weber, Mary Soriano

STAFF

Marco Li Mandri, Chris Gomez, Rosie DeLuca, Dianne T. Serna De León, Shirley Zawadzki,

Monica Montes, Dominic Li Mandri, Ethan Olsen

MINUTES:

ltem	Discussion	Action Taken?
1. Zoom Meeting Protocol & Introductions	The meeting was called to order at 3:02pm by the President, Terry McCleary.	1. No action taken
2. Introduction of New City America Staff as Administrators	 2. Marco Li Mandri introduced the New City America Staff to the Executive Committee a. Marco Li Mandri – Executive Director b. Dominic Li Mandri – District Manager, Liaison with Clean & Safe Program c. Ethan Olsen – Asst. District Manager d. Monica Montes – Administration, Office Management, Supplies e. Rosie De Luca – City Financial Reporting f. Shirley Zawadzki – Financial Reports, Insurance g. Chris Gomez – Parking District Oversight, District Identity Oversight with Ethan h. Dianne T. Serna De León- Administrative support 	2. No action taken
3. Continuing Virtual	3. The Board and Committee will need to ratify a	3. Robyn Spencer moved

Meetings Pursuant to AB 361	vote during the beginning of each meeting to state that they will continue to meet via Zoom until the comfortable resuming in-person.	to accept the vote to continue meeting via Zoom. Todd Brown seconded the motion. Unanimously approved.
4. Non-Agenda: Public Comment Introductions and Announcements	4. Todd Brown thanked David Miles, Robyn Spencer, Terry McCleary and Claudine Scott for their efforts with the transition to New City America (NCA). Terry stated that Mary Joseph will provide additional financials to NCA.	4. No action taken
5. Reaffirmation of Officers of the Corporation (to be done at November Board Meeting)	5. Marco stated that the Reaffirmation of Officers of the Corporation was to be done at the November Board Meeting. a. Terry McCleary – President b. X – Vice President c. David Miles – Treasurer d. Robyn Spencer – Secretary e. Reaffirmation of Current Board Members	5. No action taken
6. Authorizing Executive Committee to Discuss & Recommend the Following Issues to the Board (to be approved at November Board Meeting)	 6. Authorizing Executive Committee to Discuss and Recommend the Following Issues to the Board. Marco stated that he wanted to give the Board the summation of pending issue that NCA would like to embark on. The Board will be asked to weigh in on the following items: a. Completing Requirements of City Contract with the BID. Chris Gomez reported that Parking and BID is up to date. Sean Karafin from the City claimed he has everything from EVA, hopefully funds are soon released to EVA. b. Status of Office Location & Rent Robyn reported on the status of the EVA office. There are two separate offices for a combined total of \$1300 per month on a month-to-month basis. c. Status of Current District Staffing Robyn stated that there are currently no staff members. 	6. No action taken

d. Review of Bylaws Over the Next 3 Months

Marco stated that we should begin reviewing the Bylaws, through a Board authorized Bylaws Task Force

e. Expansion of the Board to Include Key Property
Owners & Businesses

Marco stated that we would like to expand the Board to include Key property owners and Businesses. Another Padres seat would be a good addition to the Board. Terry suggested that the NCA and EVA contract be highlighted in a press release. Marco agreed and suggested that this be done the start of the New Year.

f. Restructuring of Committees of the Board through a January 2023 Orientation

Marco stated that the restructuring of Committees should take place in January 2023 to determine which Committees are most appropriate for the EVA.

 Recommendations on Financial Condition & Budget, Standardization of Reports

Marco stated that Rosie DeLuca and Shirley Zawadzki will begin working on the financials for the East Village Association. Shirley stated that she knows that Mary Joseph currently handles the books.

Discussion & Seeking Input from Property
 Owners on Renewal of Clean & Safe Program for 2025, East Village Contribution is Currently \$3.7 Million per Year

Chris stated that he will communicate with Sean Karafin from the City regarding funding and Marco will address the Board regarding Clean & Safe program and its renewal, which is in progress.

 County of San Diego: District 1 NRP Grant Strategic Priorities

Dominic Li Mandri reported that he met with Nora Vargas from the San Diego County Board

	of Supervisors and will also meet with the grant manager regarding projects and sidewalk strand lighting.	
	j. Setting Goals for 2023 Marco proposed a Board orientation in January of 2023. Robyn added that the date for the Board retreat is typically the third weekend of February.	
7. Other: Keys to the office, access to all records	7. Marco raised the question regarding acquiring the keys to the EVA office and records.	7. Terry McCleary moved to approve access to NCA staff. Robyn Spencer seconded the motion. Unanimously approved.
8. Next Board of Directors Meeting	8. Marco reported that the next Board meeting will be on Monday, November 21, 2022, at 3:00pm.	8. Terry McCleary moved to approve the next board meeting. Todd Brown seconded the motion. Unanimously approved.
9. Next Exec Committee Meeting	9. Robyn reported that the next Executive Committee meeting would typically be Monday, November 14, 2022, at 3:00pm however this was going to be skipped given today's meeting. Todd Brown added that in December things typically "Go Dark" for EVA.	9. No action taken
10. Adjournment	10. Meeting was adjourned by the President, Terry McCleary at 4:04pm.	10. No action taken

Minutes taken by: Ethan Olsen, New City America

Dominic Li Mandri

From:

Reception MakersQuarter < Reception. MakersQuarter@spacesworks.com>

Sent:

Thursday, November 10, 2022 10:46 AM

To:

Dominic Li Mandri

Cc:

Yolanda Famoso

Subject:

Re: Office 405

Good morning Dominic,

We've received approval from our price exception team to offer an agreement on a 12-month term at the same monthly rate of \$2,060. An agreement containing this new term length was just sent out to you in case you wanted to lock in this lower rate for a longer period of time, but if you would prefer the original 6-month term instead please let the center team know and we can resend the original!

Best,

Andres Lazcano

Community Associate

LET'S KEEI THIS CONVEI

SPACES MAKERS QUARTER TEAM

Spaces Makers Quarter 845 15th Street, Suite 103 San Diego, CA, 92101 619-389-2100



From: Reception MakersQuarter < Reception. MakersQuarter@spacesworks.com >

Sent: Wednesday, November 9, 2022 9:14 AM

To: dominic@newcityamerica.com <dominic@newcityamerica.com>

Subject: Office 405

Hi Dominic,

Happy Wednesday! Our pricing exception team got back to me and they approved a monthly rate of \$2,060 on a 6-month term. I'll be sending you the agreement shortly so you can review it. Please let me know if you have any questions.

Best,

Yolanda Famoso

Community Manager

LET'S KEEI THIS CONVEI SATION

SPACES MAKERS QUARTER TEAM

Spaces Makers Quarter 845 15th Street, Suite 103 San Diego, CA, 92101 619-389-2100



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Marco Li Mandri

From:

Angie Weber <angie@cowboystar.com>

Sent:

Tuesday, November 1, 2022 8:06 PM

To:

Marco Li Mandri; Terry McCleary; Jon Weber; Dominic Li Mandri

Subject:

Alternate status

Follow Up Flag:

Follow up

Flag Status:

Flagged

Hi Marco & Terry,

I would like to formally request that my husband Jon Weber, be my alternate and that he is able to represent me in the East Village Association Board. Please confirm that this in place moving forward. Thank you so much.

Best Regards, Angie Weber

Profit ssociation Inc. Profit ss by Class July through October 2022

	110 - Association Activities	210 - BID	430 - NBHD Supplemental Parking (400 - Parking District)	440 - Program Administration (400 - Parking District)	450 - Clean & Safe (400 - Parking District)	Total 400 - Parking District	TOTAL
Ordinary Income/Expense							
Income							
40050 · Interest Income	45.43	0.00	0.00	0.00	0.00	0.00	45.4
40055 · Bid Income	0.00	29,257.94	0.00	0.00	0.00	0.00	
40085 · Parking District Income	0.00	19,239.07	300.00	4,873.55	54,144.00	59,317.55	78,556.6
41015 · Special Event Activity	332.34	0.00	0.00	0.00	0.00	0.00	332.3
Total Income	377.77	48,497.01	300.00	4,873.55	54,144.00	59,317.55	108,192.3
Expense							
512028 · Consulting/Business Promotion							
51195 · Ambassador Program	0.00	0.00	0.00	0.00	54,144.00	54,144.00	54,144.0
Total 512028 · Consulting/Business Promotion	0.00	0.00	0.00	0.00	54,144.00	54,144.00	54,144.0
512059 · Personnel							
51135 · Executive Director	-153.20	23,337.65	0.00	412.33	0.00	412.33	23,596.7
51140 · Payroll Taxes	442.90	1,785.32	0.00	31.55	0.00	31.55	
51145 - Payroll Fees	0.00	12.25	0.00	0.00	0.00	0.00	12.2
51147 · Employee Benefits	-179.79	1,044.84	0.00	0.00	0.00	0.00	865.0
51150 - Workers Compensation	177.04	479.51	0.00	183.27	0.00	183.27	839.8
Total 512059 · Personnel	286.95	26,659.57	0.00	627.15	0.00	627.15	27,573.6
512110 · Design & Improvements							
51210 · Parklet Maintenance	0.00	0.00	300.00	0.00	0.00	300.00	300.0
Total 512110 · Design & Improvements	0.00	0.00	300.00	0.00	0.00	300.00	300.0
512138 · Promotion/Advertising/Marketing							
51265 · Member Benefits	600.00	406.50	0.00	0.00	0.00	0.00	1,006.5
51325 - IT Services	40.34	116.46	0.00	0.00	0.00	0.00	156.8
Total 512138 · Promotion/Advertising/Marketing	640.34	522.96	0.00	0.00	0.00	0.00	1,163.3
512143 · Office Operational							
51160 · Legal Services	0.00	2,800.00	0.00	0.00	0.00	0.00	2,800.0
51165 · Accounting Services	0.00	2,400.00	0.00	2,400.00	0.00	2,400.00	4,800.0
51170 · Audit & Tax Filing	0.00	9,000.00	0.00	0.00	0.00	0.00	9,000.0
51345 · Bid Council/Found. Membership	0.00	300.00	0.00	0.00	0.00	0.00	300.0
51350 · Insurance	0.00	4,273.10	0.00	0.00	0.00	0.00	4,273.1
51355 · Office Rent	104.42	1,666.40	0.00	1,666.40	0.00	1,666.40	3,437.2
51365 · Permits & Fees	25.00	450.00	0.00	0.00	0.00	0.00	475.0
51370 · Printing, Postage & Supplies	64.50	180.00	0.00	180.00	0.00	180.00	424.5
51380 · Telephone	0.00	54.99	0.00	0.00	0.00	0.00	54.9
51390 · Dues/Subscriptions	201.08	189.99	0.00	0.00	0.00	0.00	391.0
Total 512143 · Office Operational	395.00	21,314.48	0.00	4,246.40	0.00	4,246.40	25,955.8
512186 · Special Events	523.25	0.00	0.00	0.00	0.00	0.00	523.2
Total Expense	1,845.54	48,497.01	300.00	4,873.55	54,144.00	59,317.55	109,660.1
Net Ordinary Income	-1,467.77	0.00	0.00	0.00	0.00	0.00	-1,467.7
1 1990 P. 201 (14 1996 19 17 18 17 18 18 18 19 19 19 19 19 19 19 19 19 19 19 19 19	-1,467.77	0.00	0.00	0.00	0.00	0.00	-1,467.7

SAFETY SERVICES AGREEMENT

This Safety Services Agreement (this "<u>Agreement</u>") is entered into as of <u>September 25</u>, 2020 (the "<u>Effective Date</u>"), by and between Downtown San Diego Partnership Foundation, a California nonprofit public benefit corporation ("<u>Service Provider</u>"), and East Village Association, Inc., a California nonprofit public benefit corporation (the "<u>Company</u>" and together with Service Provider, collectively, the "<u>Parties</u>" and each individually, a "<u>Party</u>").

RECITALS

WHEREAS, Company desires to engage Service Provider to provide the Services (as hereinafter defined), pursuant to the terms, conditions and obligations described in this Agreement; and

WHEREAS, Service Provider wishes to be engaged by Company to provide the Services pursuant to the terms, conditions and obligations described in this Agreement which are "above and beyond" the Safety Ambassador positions allocated from FY21'S PBID Budget for Company.

NOW, THEREFORE, in consideration of the covenants, terms, and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Services</u>. During the Term (as hereinafter defined):
- (a) <u>Services</u>. Service Provider agrees to provide to Company the services more specifically described in <u>Exhibit A</u> attached hereto and incorporated by reference herein (the "<u>Services</u>").
- (b) <u>Service Provider Obligations</u>. Service Provider acknowledges and agrees that the Services shall: (i) be performed by its employees and/or independent contractors (each a "<u>Service Provider Agent</u>" and collectively "<u>Service Provider Agents</u>"); (ii) be provided per the schedule outlined in <u>Exhibit A</u>; (iii) materially comply with all federal, state, and local laws and regulations applicable to the Services, including that all Service Providers agents are properly licensed by the State of California's Bureau of Security and Investigative Services; (iv) materially comply with all written policies of Company that are provided in writing to Service Provider; and (iv) be performed in a prompt, commercially reasonable, and professional manner.
- (c) <u>Safety Programs</u>. In connection with the Services, Service Provider shall: (i) require all Service Provider Agents to participate in ongoing safety training programs, which are required by applicable law or are customary for safety services; (ii) ensure that all Service Provider Agents are and at all times during the Term shall remain certified in Cardiopulmonary Resuscitation and First Aid skills; (iii) ensure that all Service Provider Agents shall have direct two-way voice communications with Service Provider managers and/or supervisors directing work under this Agreement; and (iv) have in effect an active drug and alcohol abuse and testing policy for Service Provider Agents and shall, where applicable, comply with the U.S. Department of

Transportation's regulations for commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing.

2. <u>Compensation and Invoicing</u>.

- (a) During the Term, Company shall pay Service Provider the fees described in Exhibit B attached hereto and incorporated by reference herein (collectively, the "Service Fee") as consideration for the performance of the Services.
- (b) The Service Fee is inclusive of all applicable sales and other taxes, and all applicable duties, tariffs, assessments, wages, fees, or other similar charges, and Service Provider will be responsible for payment of all taxes (including taxes based on Service Provider's income), wages, fees, duties, and charges and any related penalties and interest, arising from the provision of the Services.
- (c) Service Provider may increase the Service Fee from time to time in its sole discretion. Service Provider shall notify Company at least thirty (30) days prior to any increases to the Service Fee. If Company does not agree to the increase, Company may terminate by giving notice prior to the proposed price increase.
- (d) If, during any twelve (12)-month period during the Term, Company fails to make two (2) payments to Service Provider pursuant to this Agreement within 30 days following written notice of overdue payment, such failure shall be construed a material breach of this Agreement.
- (e) In the event that Company disputes any amounts due under this Agreement, it shall promptly notify Service Provider in writing of the amounts in dispute and the reasons for disputing such amounts. The Parties will negotiate in good faith to attempt to resolve any payment disputes.

3. Independent Contractor; Insurance.

(a) <u>Independent Contractor</u>. The Parties acknowledge and agree that Service Provider's performance of the Services under this Agreement shall be in the capacity of an independent contractor, and not an employee, of Company. As such: (i) the Parties agree that Service Provider shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Services, subject to the terms of this Agreement; (ii) Service Provider agrees that neither it nor any of the Service Provider Agents shall be entitled to participate in any insurance, disability, retirement, pension or other plans or benefits provided by Company to its employees; (iii) all compensation due to Service Provider Agents under this Agreement shall be Service Provider's sole responsibility; (iv) Service Provider agrees that Company will not pay or withhold payroll or employment taxes of any kind, including, but not limited to, FICA and FUTA, with respect to the any compensation paid to Service Provider under this Agreement, and the payment of any and all such taxes shall be Service Provider's sole responsibility; and (v) the Parties agree that neither Party shall have the authority to bind the other Party to any obligation, contract or agreement with any third Person.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement, by their duly authorized representatives, as of the Effective Date.

COMPANY:

EAST VILLAGE ASSOCIATION, INC.

By: <u>Aane Peabody Strew</u>
Name: <u>Diane Peabody Straw</u>
Title: <u>Executive Director</u>

SERVICE PROVIDER:

DOWNTOWN SAN DIEGO PARTNERSHIP FOUNDATION

By:

Name: Justin Apger

Title: Chief Operations Officer

EXHIBIT A

SERVICES

Service Provider shall be responsible for performing the following Services during the Term:

- 1. Service Provider shall provide regularly scheduled patrols of the property designated by Company (the "Designated Property") that accomplishes the following:
 - Patrol the designated property on foot or bicycle.
 - Respond to calls for assistance from property owners, business owners and residents within the Designated Property.
 - Assist residents and visitors with directions, maps, and information about Downtown San Diego.
 - Provide escort services, as needed.
 - Conduct safety checks to prevent illegal and nuisance activity that disturbs property and business owners within the Designated Property.
 - Deter aggressive panhandling, as defined in the San Diego Municipal Code Article 2
 Division 40 Section 52.4001 et seq.
 - Deter public intoxication, public consumption of alcohol, public urination, intimidating
 public behavior and other nuisance activity that tend to inhibit or discourage public
 enjoyment.
 - Conduct routine patrols of the designated property.
 - Ensure unimpeded access from the Designated Property to the public right of way for citizens, visitors, and residents.
 - Observe and report problems or criminal activity to Company.
 - Maintain communications with the San Diego Police Department to report possible illegal activity such as public intoxication, public urination, public drunkenness, aggressive panhandling and other undesirable behavior.
 - · Appear and give testimony by deposition or in court as required.
 - Proactively engage homeless persons to provide information about local and state laws as well as availability of social services.
 - Report maintenance issues that may be observed to Company
 - Make contact with street level businesses in the manner and at intervals specified by Company. Collect contact information from all businesses and residential dwellings submitting acquired data to Service Provider.
 - Participate in meetings with Company management.
 - Perform any additional future duties as reasonably requested by Company and as agreed to by Service Provider.
 - Service Provider Agents shall not be armed or have powers of arrest. However, they
 may be equipped with pepper spray with a valid permit from the State of California's
 Bureau of Security and Investigative Services.
 - If requested, enter all Services activity into the required data collection software.
- 2. Service Provider shall provide Company with the following reports:

- Immediately report any unusual incidents or hazardous conditions to representatives designated by Company.
- An incident report for any incidents involving Service Provider Agents within the
 Designated Property that results in personal injury (employee or private citizen),
 property damage (public or private), equipment damage, an arrest, use of medical
 services, use or brandishing of weapons.
- List of each Service Provider Agent performing Services under this Agreement.
- Weekly report showing the total hours of Services provided by Service Provider under this Agreement.
- Monthly Security field work logs which include, businesses visits, walking escorts, safety checks, SDPD phone calls, and welfare checks.

EXHIBIT B

SERVICE FEE*

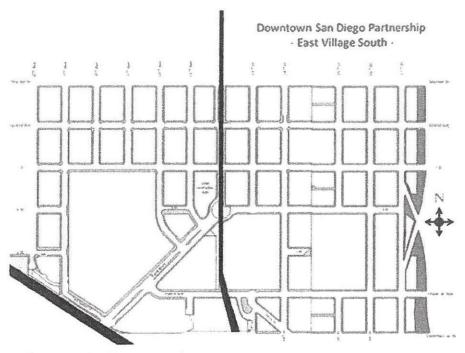
Company shall be responsible for the payment of the following Service Fee during the Term:

- 1. <u>One-Time Equipment Fee.</u> Company shall pay a one (1) time fee of \$4,300 for startup equipment purchases, which shall be invoiced to Company in the initial invoice for the Services.
- 2. <u>Biweekly Service Fee</u>. Service Provider shall deliver biweekly invoices to Company for payment of the Services in accordance with the following costs and fees:
- a. Service Provider Agent Rate. Two (2) full-time positions at 40 hours per week, a monthly total of \$9,516.94, which includes the Included Equipment Cost (as defined below). Company shall be billed in two equal monthly invoices of \$4,758.47 on the 15th and 30th and shall be due net 15.
- b. Initial deposit: Upon execution of this Agreement, Company shall be invoiced by Service Provider an advanced payment equal to one month's service fees. The initial deposit shall satisfy all service payments due for the first month of services.
- 3. <u>First invoice</u>. The first invoice to the Company shall equal the One-Time Equipment Fee and the Initial deposit, for a total of \$13,816.94.
- 4. <u>Included Equipment Cost</u>. The following equipment cost is included in the biweekly Service Fee (the "<u>Included Equipment Cost</u>"):
 - 2 bikes
 - Data Collection license for each assigned data collection device
 - Uniforms
 - Duty belts with OC spray/cases
 - Flashlights
 - Bottled water
 - 2 Digital Two Radios and radio license
 - 2 Cell Phones
 - 2 Data collection service plans
 - 2 Cell phone service plans
 - Psychiatric Emergency Response Training
 - De-escalation training

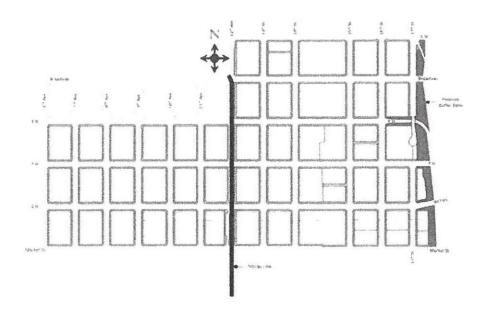
^{*}The Service Fee is subject to increase upon any changes to the Federal and/or California state minimum wage requirements and/or any additions or changes requested by Company to the Services described in Exhibit A of this Agreement or the maximum hours per week to be provided by Service Provider Agent as described in this Exhibit B.

EXHIBIT C

DESIGNATED PROPERTY



Downtown San Diego Partnership - East Village -



Downtown San Diego Partnership Foundation

27 Invoice

401 B Street Suite 100

Date	Invoice #
6/1/2022	372 June

Bill To	
East Village Association, Inc. 10680 Treena Street, Suite #450 San Diego, CA 92131 Attn: Diane Peabody Straw	

	P.O. No.	Terms	Project
		Net 30	
Description			Amount
Monthly Contract, June 2022 2% Rate Increase for FY22			9,707.23
Discos Provide Provide Action			
Please Remit Payment to: 401 B St SUITE 100San Diego, CA 92101		Total	\$9,707.2

ADDENDUM TO AGREEMENT

This Addendum to the Agreement (hereinafter referred to as the "Addendum") is entered into as of July 1, 2022 by and between Downtown San Diego Partnership Foundation, a California nonprofit public benefit corporation ("Service Provider"), and East Village Association, Inc., a California nonprofit public benefit corporation (the "Company" and together with Service Provider, collectively, the "Parties" and each individually, a "Party"), both of whom agree to be bound both by this Addendum and the Agreement that it pertains to.

Addendum Conditions. This Addendum is by and between the Parties with regard to the Safety Services Agreement. This Addendum shall amend a prior Agreement titled Safety Services Agreement entered into as of September 25, 2020, a copy of which is attached. This is the second amendment to the original Agreement. Through this Addendum, the Parties wish to bring forth the following changes to the existing Agreement: increase biweekly service fee to reflect FY23 contract adjustments.

Below are the amended clauses:

Exhibit B, #2 to read:

Biweekly Service Fee. Service Provider shall deliver biweekly invoices to Company for payment of the Services in accordance with the following costs and fees:

Service Provider Agent Rate. Two (2) full-time positions at 40 hours per week, billed as following: 1st month at \$17,886 and 11 monthly payments of \$12,086. Company shall be billed in two equal monthly invoices on the 15th and 30th and shall be due net 15. This bill rate is good through June 30, 2023.

This Addendum may be amended by mutual consent of both Parties. This Addendum may be altered or amended only by a subsequent agreement executed in writing by the Parties. This Addendum shall be constructed in accordance with and governed by the laws of the State of California.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

SERVICE PROVIDER:

DOWNTOWN SAN DIEGO PARTNERSHIP FOUNDATION

By:

Name: Justin Apger

- Juste apren

Title: Chief Operations Officer

COMPANY:

EAST VILLAGE ASSOCIATION, INC.

By: Name:

Name: _

Title:

Dominic Li Mandri

From:

Alonso Vivas (Clean and Safe) <avivas@improvedtsd.org>

Sent:

Monday, November 14, 2022 5:00 PM

To:

Dominic Li Mandri

Subject:

RE: Outstanding Invoices

Attachments:

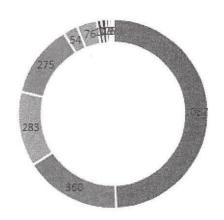
FY22-23 Signed EVA.pdf

Good afternoon, Dominic,

I've attached the signed agreement for FY22-23, and below is the quarterly safety report. Moving forward, you will receive the report monthly. Charity will contact you soon to schedule our in-person meeting.

Feel free to call me on my cell if you have any questions at 619-520-3626.

Safety Report



- Safety Tasks
- Security checks
- Business visits
- Graffiti reported

- Welfare checks
- Directional assistances
- Damaged utility boxes
- Vandalism

- Get it done reports
- Impeding sidewalk access Trespassing

SAN DIEGO PARTNERSHIP CLEAN & SAFE

ALONSO VIVAS (he/him)
SENIOR VICE PRESIDENT & EXECUTIVE DIRECTOR
DOWNTOWN SAN DIEGO PARTNERSHIP CLEAN &
SAFE

Office: 619-234-8900 |

FY23 East Village Association (EVA) Community Parking District Budget

Revenues: 1. FY23 Parking Meter Revenues Requested \$394,810

Total FY23 Requested Income \$394,810

Expenses/Programs:

1. Neighborhood Supplemental Parking Program:

In an effort to increase parking meter revenues within East Village, EVA will be working with the City of San Diego to inventory existing and potentially parking spaces/meters and with City to insource installation of City inventory to increase parking meters throughout East Village.

a. Increase Parking Inventory – Via Parking Counts
 b. Installation of Parking Meters
 c. Project Management (See Attached)
 \$2,500
 \$1,000
 \$525

Total for Neighborhood Supplemental Parking Program: \$4,025

2. <u>Marketing & Promotions/Programs:</u>

Promoting parking programs to the public, residents and businesses and educating the public on various modes of transportation and parking opportunities within East Village.

a. Mobility Choice Education – Design, Printed Piece & Promotion \$8,700 b. Program Management (See Attached) \$1,305

Total for Marketing & Promotions/Programs \$10,005

3. New Initiatives & Special Projects:

Using parking meter revenues, pursuant to Council Policy 100-18 C (a-g), to implement new programs or projects mitigate parking strain, support mobility and pedestrian safety.

a.	Market Street Enhanced Pedestrian Lighting – 13 th to 9 th Streets	\$235,766
b.	Padres Opening Day Block Party MTS Advertising	\$50,000
d.	Pedestrian Safety Initiative – Two (2) Clean & Safe Ambassadors	\$14,400
e.	Program Management (See Attached)	\$45,025

Total Special Projects & New Initiatives: \$345,191

4. Operational (Office, Utilities and Storage Costs):

_	The state of the s	
a.	Office Rent – Partial	\$12,300
b.	Utilities – Partial	\$2,647
C.	Storage – Partial	\$2,000
d.	Supplies & Equipment	\$4,000
e.	IT Support – Partial	\$4,000
f.	Website Development/Management – Partial	\$6,000
e.	Program Management (See Attached)	\$4,642
	Total Operational Costs	\$35,589

TOTAL ESTIMATED EXPENSES FOR PROGRAMS/PROJECTS - FY23

Program/Projects	Cost	Percent of Total
Neighborhood Supplemental Parking Program	\$4,025	1%
2. Marketing & Promotions/Programs	\$10,005	3%
3. New Initiatives & Special Projects	\$345,191	87%
4. Operational	\$35,589	9%
FY23 EVA CPD Budget Total	\$394,810	100%

Personnel Assigned to Each Program and Costs:

Program	Person assigned	Allocation for FY23	% of FTE	Accrual Sub-total
Neighborhood Supplemental Parking Program	Dominic Li Mandri, Ethan Olsen & Chris Gomez	\$525	15%	\$525
Marketing & Promotions/Programs	Ethan Olsen & Chris Gomez	\$1,305	15%	\$1,830
New Initiatives & Special Projects	Marco Li Mandri, Dominic Li Mandri, Ethan Olsen & Chris Gomez	\$45,025	15%	\$46,855
Operational	Dominic Li Mandri & Ethan Olsen	\$4,652	15%	\$51,497

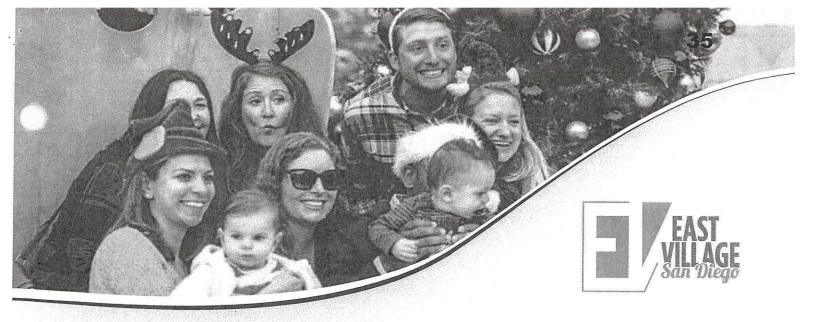
FY23 E Village Association Community Parking District Buo

Redefined 11/16/2022

INCOME				
Parking Meter Revenues (PMR)	\$394,810			
Total FY23 Income	\$394,810			

EXPENSE	Sul	ototal Pre-PM	% of Budget
Neighborhood Supplemental Parking Program			70 OI Duabet
Increase Parking Inventory	\$2,500		
Installation of Parking Meters	\$1,000		
Program Management	\$525	\$3,500	1%
Total	\$4,025		
Marketing & Promotions/Programs			
Mobility Choice Education	\$8,700		
Program Management	\$1,305	\$8,700	3%
Total	\$10,005		
New Initiatives & Special Projects			
Market Street Enhanced Lighting Project	\$235,766		
Padres Opening Day Block Party MTS Advertising	\$50,000		
Pedestrian Safety Initiative	\$14,400		
Program Management	\$45,025	\$300,166	87%
Total	\$345,191		
Operational			
Office Rent (Partial)	\$12,300		
Utilities (Partial)	\$2,647		
Storage (Partial)	\$2,000		
Supplies & Equipment	\$4,000		
IT Support (Partial)	\$4,000		
Wesbite Development/Management (Partial)	\$6,000		
Program Management	\$4,642	\$30,947	9%
Total	\$35,589		
Total FY23 Projected Expenses	\$394,810		100%

94



EAST VILLAGE HOLIDAY MARKET & TREE LIGHTING

LOCATION // Quartyard at Market & 13th, and 13th between Market & Island DATE // Sunday, December 11, 2022 TIME // 3:00pm-7:00pm

On Sunday, December 11th, the East Village Association will be hosting the 5th Annual East Village Holiday Market & Tree Lighting for local residents, San Diegans, and visitors.

The Association will be partnering with the Quartyard to activate their outdoor venue with delicious food, live music, photos with Santa and more. We will also be closing 13th Street between Market Street and Island Avenue for a specialty curated holiday market with vendors and artisans that create and sell one-of-a-kind gifts that everyone is bound to love.

Below are several opportunities in which your company can support the success of the East Village community and this holiday season. The sponsorship level benefits can be adjusted to be sure that you receive the best exposure for your support.

SPONSORSHIP LEVELS

- Diamond Level / \$10,000
 Gold Level + "Presenting" sponsorship.
- Platinum Level / \$5,000
 Silver Level + Mention on TV spots and social media.
- Gold Level / \$2,500
 Silver Level + 10x10 Exhibitor Booth space.
- Silver Level / \$1,000
 Bronze Level + logo on marketing materials.
- Bronze Level / \$500
 Logo on website with hyperlink.

The East Village Association (EVA) is a 501(c)(3) Corporation. Any contributions made to EVA are considered tax-deductible. Please consult with your financial advisor for more details.



East Village Holiday Market & Tree Lighting Sponsor Form

	ONSORSHIP LEVELS eck one of the options below.			
	Diamond Level / \$10,000 Gold Level + "Presenting" sponsorship.			
	Platinum Level / \$5,000 Silver Level + Mention on TV spots and social media.			
	Gold Level / \$2,500 Silver Level + 10x10 Exhibitor Booth space.			
	Silver Level / \$1,000 Bronze Level + logo on marketing materials.			
	Bronze Level / \$500 Logo on website with hyperlink.			
CONTACT INFORMATION				
Name:				
Address:				
	ne: Email:			
Sigr	Signature:			

ONCE COMPLETE

Remit form and payment to: East Village Association Mail to: 1041 Market Street #200, San Diego, CA 92101

Email to: Events@EastVillageSanDiego.com

The East Village Association (EVA) is a 501(c)(3) Corporation. Any contributions made to EVA are considered tax-deductible. Please consult with your financial advisor for more details.





East Village Holiday Market & Tree Lighting Sunday, Dec. 11, 2022 from 3:00pm to 7:00pm

11/16/2022

INCOME

Sponsorships	Donor/Company	Level	Amount
	East Village Community Parking District	Mobility Options Education	\$3,000
	San Diego Markets Vendors Fee Split	-	ψο,οσο
		TOTAL INCOME	\$3,000

EXPENSE

Service	Vendor	Purpose	Cost	
Permit	City of San Diego	Street Closure Permit (\$269 + 23 Days Late)	\$1,300	
	City of San Diego	Traffic Control & Police Services		90% Covered by SBEP P&F
Printing/Graphics	T's & Signs	75 Posters, 3,500 Fliers, 2 Coroplast Signs, EV Medallion	\$492	•
Rentals	Quartyard	Venue	\$0	
		Tree Rental	\$3,000	
	Hudson Safe-T Lite	Street Closure Equipment		
	Safiros	Sanitations (1 RR/1 ADA/1 ADA HW)		
	CYT San Diego	Santa Chair & Stanchions		
	Vario Productions	3 Moon Lights	\$1,200	2 on 13th & 1 on City Parcel
	BID Alliance	200 Chairs & Belly Bars		100 latt 3 is lattered
Services	San Diego Santas	Santa	\$600	
	Olive Creative Strategies	PR & Social Media Support	\$3,000	Parking Meter Revenues
	Paul Nestor	Event Photographer	\$500	
	10	Snow (400sqft.)	1/2	
	BID Alliance	Set-Up, Clean-Up & Tear-Down Crew		
Entertainment	Quartyard Main Stage (Booked by Quartyard)	3:00pm-4:00pm /	\$1,200	\$1,200 Allocated for Quartyard
		4:00pm-4:45pm /		
		4:45pm-5:45pm /		
		5:45pm-6:00pm / Tree Lighting Ceremony		
		6:00pm-7:00pm /		
	City Parcel Vignette	3:00pm-5:00pm /	\$400	
		5:00pm-7:00pm /	\$400	
Acquisition	GoDaddy.com	EastVillageSDTreeLighting.com	\$12	
	Office Depot	Podium	\$215	
	SmugMug	Santa Pics	\$110	
On Loan	BID Alliance	200 Chairs & Belly Bars		

TOTAL EXPENSES	\$12,429
VARIANCE	(\$9,429)

Marco Li Mandri

From:

Mitchell, Eugene <EMitchell@sempra.com>

Sent:

Monday, October 31, 2022 10:14 AM.

To: Subject: Marco Li Mandri Fwd: Cash for Trash

Hello Marco. Below is an overview of the Cash for Trash program. I will also send you an article about it that was written by the Voice. Thanks for the conversation and interest.

Sincerely,

Mitch Mitchell (he/him)

Senior VP, Diversity and Community Partnerships

From: Drew Moser <drewm@luckyduckfoundation.org>

Sent: Saturday, October 29, 2022 4:03:08 PM **To:** Mitchell, Eugene <EMitchell@sempra.com>

Subject: [EXTERNAL] Cash for Trash

CAUTION! EXTERNAL SENDER STOP, ASSESS, AND VERIFY

Do you know this person? Were you expecting this email, any links or attachments? Does the content make sense? If suspicious, do not click links, open attachments, or provide credentials. Don't delete it. Report it by using the REPORT SPAM option!

Mitch,

"Cash for Trash" works most effectively if done twice per week for 3-4 hours per day.

Currently at 16th & Commercial the program happens every Mon & Thurs morning (Mon coming off the weekend and Thurs leading into the weekend) from ~8am until ~11am. Folks living on the streets are offered trash bags and \$2 for every trash bag they pick up and bring back.

The dumpster is delivered by EDCO each morning and picked up as soon as the shift is finished (it cannot be left there). And no parking signs need to be put up so the public doesn't park where the dumpster will be delivered.

It is best to staff each dumpster with 2 volunteers or outreach workers; one who manages the cash and the other who manages the program itself. It can be done with 1 but 2 is best.

The City has donated landfill passes to cover that cost.

LDF covers the \$2/bag stipends.

There is more to it than that but this is the nuts and bolts of the operation.

It would probably be wise for them to come see the 16th & Commercial location in action. Glad to show them around and introduce them to Brian Trotier who designed and implemented the program and Jamal Elias who is currently managing it.

Below are some recent outcomes:

500			
Day	Trash bags	Tons of trash	\$ handed out
19-Sep-2022	250	2.05	\$500
22-Sep-2022	220	1.43	\$444
26-Sep-2022	250	1.82	\$500
29-Sep-2022	250	1.62	\$500
3-Oct-2022	234	2.06	\$468
13-Oct-2022	193	1.84	\$386
20-Oct-2022	250	1.64	\$500
6-Oct-2022	228	2.14	\$458
10-Oct-2022	245	1.82	\$490
17-Oct-2022	223	1.23	\$446
24-Oct-2022	250	1.83	\$500
27-Oct-2022	250	1.78	\$500
Averages	236.9	1.77	\$474
Totals	2843	21.26	\$5,692

Thanks,

Drew Moser Executive Director

Lucky Duck Foundation & Tuesday Group [luckyduckfoundation.org]

619-417-1149

DrewM@LuckyDuckFoundation.org



This email originated outside of Sempra. Be cautious of attachments, web links, or requests for information.

Dear Mayor Gloria,

First and foremost, we want to recognize the concerted effort and resources the City of San Diego has implemented on the streets of Downtown San Diego over the past several weeks. We thank you for identifying and dedicating staff and resources to providing increased litter abatement, conducting regular street and sidewalk cleaning, and addressing unsafe and unsanitary conditions. We know that collaboration on our shared goal of a safe, accessible, and vibrant Downtown will help better our City for all of us. As residents, property owners, employers, and stakeholders invested in the bright future of our city's urban core, we stand ready to support the continuation of these dedicated resources and other collaborative steps forward we can take together. Thank you, Mr. Mayor.

Every day we hear accounts from Downtown property owners, residents, visitors and businesses about the public health and safety challenges they experience in our urban neighborhoods. We know with concrete examples that the City's recent adjusted baseline services substantially improved the experience of cleanliness and safety in focused areas of Downtown. The measures over the past three weeks serve as examples that a unified focus and increasing personnel, resources, and data gathering can make noticeable, positive progress. We strongly support continuing this level of City services in Downtown in the weeks and months to come alongside a selection of additional recommendations we are confident will add to that positive momentum.

We stand ready to work with you on this effort and will advocate for the following priorities with all levels of government. These priorities have been selected based on community feedback delivered directly to our organizations for their ability to create immediate impact in our urban neighborhoods by disincentivizing illegal activity, addressing some of the most abject suffering, and mitigating unsanitary conditions.

Coalition Priorities:

- Enforce a "no tent" policy on sidewalks and public rights of way during the day, every day, except during inclement weather. This will ensure residents, businessowners, tourists, people with mobility challenges, and school children can safely access sidewalks and allow for power washing and cleaning services to address health and safety concerns.
- 2. Provide the adjusted baseline level of City-obligated trash and sidewalk cleaning services at a minimum. This is the level of service that has been happening in select areas of Downtown San Diego since October 10, 2022. The three most important services to continue at an elevated baseline service are: Clean SD litter removal and sidewalk reset, 3-Hour abatement services, and public right of way corner trash can service.
- 3. Implement future Safe Tent camping sites including the San Diego Housing Commission's current RFP selection.
- 4. Assign a dedicated walking SDPD Patrol in corridors with critical public safety concerns including 5th Ave, C Street, Imperial Ave, and J Street.

- 5. Coalition to urge County to conduct regular, targeted Behavioral Health Services and medical resource outreach deployments in partnership with pertinent government bodies and agencies.
- Coalition to urge the San Diego County District Attorney, San Diego County Sheriff, and San Diego
 City Attorney to strictly address crimes by keeping known offenders in jail and halting a revolving
 door for those engaging in narcotics offenses and other serious crimes.
- 7. Continue to advocate for state and federal resources to ensure local entities have the funds necessary to carry out these data driven and effective harm reduction and cleanliness programs.

Thank you again to the City and its dedicated staff for the important steps taken to address these issues. We are confident we can do even more together. To identify how we can best be a resource in our collaborative efforts moving forward, we would like to respectfully request an in-person meeting with select coalition members to thank you and the city team, discuss these priorities, and our collective next steps.

Thank you,

[INSERT SIGNATURES OF RESIDENT, BUSINESS, AND TOURISM COALITION-Approximately 15-20 organizations]