



East Village Association – Civil Sidewalks Committee
 Thursday, August 31, 2023, at 1:00 pm
 Petco Park, Garden Dining Room, Level 4 (100 Park Blvd., CA. 92101)

1. Introductions / Diana Puetz - Chair
2. Non-Agenda: Public Comment & Announcements
3. Review of the June 8, 2023 Meeting Minutes *Action Item* P. 2 - 4
4. Committee Updates:
 - a. Progress on Downtown-Adjacent Safe Encampment Sites: Update
 - b. Lucky Duck Foundation: Cash-for-Trash Program *Action Item*
 - c. World Baseball Classic Letter of Support *Action Item*
 - d. EVA Call for Renewed Code Enforcement related to Sidewalk Vending in East Village *Action Item*
 - e. EVA's Policy Roadmap for Providing Immediate Shelter to Downtown Homeless *Action Item*
5. East Village Updates:
 - a. SDPD Ongoing Encampment Ban Enforcement in Downtown: Update
 - b. City of San Diego Streetlight Repair Schedule in Partnership with DSDP: Update
 - c. East Village Cleanliness & City Services Baseline Frequency P. 5 - 12
 - d. Relocation of Portable Restroom Near Central Library
6. Other
7. Old Business

It is the practice of the EVA to formally request that an item under Old Business be pulled from the Agenda and placed on a future Agenda for Discussion and/or Action.
8. Next Civil Sidewalks Committee Meeting: _____
9. 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 Ethan Olsen at 619-546-5636 or via email at ethan@newcityamerica.com at least 48-hours prior to the meeting.

EAST VILLAGE ASSOCIATION OF SAN DIEGO

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East Village Association – Civil Sidewalks Committee Meeting
 Thursday, June 8, 2023, at 1:30pm
 UCSD Park & Market Rm. 321 (1100 Market Street, San Diego, CA 92101)

PRESENT: Diana Puetz, Tyler Winslow, Terry McCleary, Kristen Rice, Andrew Greenberg

GUESTS: Glenna Gasper, Howard Greenberg, Sarah Potter, Tyler Lindsay, Fanny Garvey

STAFF: Marco Li Mandri, Chris Gomez, Dominic Li Mandri, Ethan Olsen

MINUTES:

<i>Item</i>	<i>Discussion</i>	<i>Action Taken?</i>
1. Introductions and Meeting Etiquette – Diana Puetz, Chair	1. The meeting was called to order by the EVA District Manager, Dominic Li Mandri at 1:34pm. EVA Committee members, staff and guests all gave introductions.	1. <i>No action taken</i>
2. Non-Agenda: Public Comment & Announcements	2. Nothing to report.	2. <i>No action taken</i>
3. Approval of April 13, 2023 Minutes	3. The minutes from April 13, 2023, were reviewed.	3. <i>Diana Puetz moved to approve the April 13, 2023, Minutes. Tyler Winslow seconded the motion. Motion passed unanimously.</i>

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<p>4. Committee Updates</p> <p>a. EVA Letter of Support for Proposed Sidewalk Encampments Ordinance</p> <p>b. Proposed Safe Encampment Sites by Mayor’s Office</p> <p>c. EVA’s Policy Recommendations on Addressing Homelessness in East Village & Downtown San Diego</p>	<p>4.a. Dominic recapped the proposed illegal sidewalk encampment ordinance and reviewed the letter of support that was sent to Mayor Todd Gloria and all City Council Members on behalf of the EVA. Dominic stated that he will be speaking for EVA in support of the ordinance at the City Council hearing on Tuesday, June 13, at 1:00pm.</p> <p>4.b. Dominic reported that ‘Lot O’ and ‘20th & B Street’ are feasible safe encampment sites proposed by the Mayor’s Office that would include wrap around services such as bathrooms and showers for the unhoused citizens.</p> <p>4.c. Dominic stated that EVA has been working in tandem with the Housing Commission on a policy road map to draft a letter to showcase what form of resources could be allocated towards addressing the homeless situation in East Village and Downtown San Diego. Dominic announced that the policy roadmap is still being finalized.</p>	<p><i>4.a. No action taken</i></p> <p><i>4.b. No action taken</i></p> <p><i>4.c. No action taken</i></p>
<p>5. East Village Levels of Service:</p> <p>a. Summary of Current Downtown Service Model (East Village Zone)</p> <p>b. First Draft of East Village-Specific Service Model</p> <p>c. Establish Steering Committee of EV Property Owners to Explore Feasibility of Forming an East Village Maintenance Assessment</p>	<p>5.a. Dominic stated that there is a current level of service that property and business owners can expect in the East Village Zone based upon the currently standing PBID budget. Dominic reviewed the current Downtown PBID service model in East Village.</p> <p>5.b. Dominic presented a preliminary draft of a new East Village specific service model as requested by property owners at the previous EVA Civil Sidewalks Committee meeting.</p> <p>5.c. Dominic further discussed the potential of a new maintenance service model in the East Village district. Dominic suggested that the conversation with East Village property owners continue to allow for the exploration on the feasibility of forming an East Village Maintenance Assessment District. Dominic stated that input collected from Property Owners through ongoing conversations can then be further considered and deliberated by the EVA</p>	<p><i>5.a. No action taken</i></p> <p><i>5.b. No action taken</i></p> <p><i>5.c. Terry McCleary moved to continue the conversation with property owners for educational purposes and to receive further feedback on forming a Maintenance Assessment District in East Village.</i></p>

District (EVMAD)	Board of Directors.	<i>Kristen Rice seconded the motion. Motion passed unanimously.</i>
6. Other	6. Nothing to report.	<i>6. No action taken</i>
7. Old Business	7. Nothing to report.	<i>7. No action taken</i>
8. Next Civil Sidewalks Committee Meeting	8. Dominic reported that the Civil Sidewalks Committee will meet as needed. Meeting adjourned.	<i>8. No action taken</i>

Minutes taken by: Ethan Olsen, New City America.

Exhibit A
City of San Diego Baseline Services

Pursuant to the Operating and Management Agreement for the Downtown Property and Business Improvement District (Agreement) to which this document is attached as Exhibit A the City of San Diego (City) agrees to provide to the Downtown San Diego Partnership (Partnership) on or before May 1 each year throughout the Term of the Agreement an updated Exhibit A identifying City-provided proposed baseline services for the upcoming fiscal year (Baseline Services). The proposed Baseline Services each year would be subject to confirmation by the City Council through the City's annual budget process. The Parties to the Agreement understand that the City baseline services, including but not limited to the level and frequency of the services, may change, at the sole discretion of the City Council and as allowed by law. As of January 2015, the City provides, or provides for through contractors, the following citywide Baseline Services within the Downtown Property and Business Improvement District (PBID):

1. Maintenance of Street Safety Lights, Signals and Signal Lights: Maintain and repair street safety lights, signals and signal lights. The City shall be reimbursed from available PBID funds for the actual cost of maintenance and repair of special benefit street safety lights, pursuant to the terms and conditions of this Agreement. In addition to promptly responding to any repair needs reported to the City by the Partnership, the City repairs lights, signals and signal lights as needed. The City shall also, without reimbursement from the Partnership or PBID, re-paint the general benefit street lighting within the boundaries of the PBID. Only standard paint types and colors will be used. [Transportation and Storm Water Department: Street Division]
2. Maintenance of Streets, Signs, Curbs, and Traffic Legends: Repair and replace all street signs; paint curbs and traffic legends; and stripe streets consistent with the then-current citywide baseline service level. [Transportation and Storm Water: Street Division]
3. Street Sweeping: Regularly sweep the streets, pursuant to a schedule provided to the Partnership but not less frequently than once per week in each of the benefit zones within the PBID boundaries. The City Transportation and Storm Water Department liaison to the Partnership shall provide the City's schedule for street sweeping and keep the Partnership advised of the current schedule. The Partnership shall post the schedule on its website. [Transportation and Storm Water Department: Storm Water Division]
4. Storm Drains: Regularly clean the storm drains prior to the rainy season. Repair storm drains as needed, and remove debris from blocked storm drains. [Transportation and Storm Water Department: Storm Water Division]
5. Tree Maintenance: Maintain all palm trees in the public right-of-way in each of the benefit zones within the PBID. Trimming of palm trees should be performed as needed to prevent or minimize dead trees, fronds, leaves or other debris from littering the sidewalks and blocking the storm drains.

In accordance with City Council Policy 200-05, remove damaged, dead or dying trees of any kind in the public right-of-way and repair the tree area in each of the benefit zones within the

PBID boundaries. At the City's discretion, and if funding is available, the City may replace the tree. If an unsafe condition related to a damaged tree grate exists and is reported to the City's Street Division (619-527-7500 OR e-mail www.sandiego.gov and select Request a Street Repair - either means of reporting provides a "standard notification number" confirming that the report was made and received), the City will take action to mitigate the potential hazard. [Transportation & Storm Water Department: Street Division]

6. Graffiti Control: When graffiti is reported or observed in public places not related to City streets and traffic control, the City's Graffiti Control Program staff and its private contractor, will work with Partnership staff to remove graffiti located on privately owned property in the area which is visible from the street using the administrative abatement procedures found in Municipal Code Section 54.0405 and established practices.

With respect to graffiti that is on City streets and traffic control devices (i.e., stickers on street signs, signal boxes and poles,), the Street Division will respond to reports (619-527-7500 OR e-mail www.sandiego.gov and select Request a Street Repair - either means of reporting provides a "standard notification number" confirming that the report was made and received) by taking action to remove the graffiti. In the course of maintaining street and traffic-related infrastructure for which they are responsible, the Street Division will periodically remove graffiti from street infrastructure within the PBID boundaries. [Development Services Department: Graffiti Control Program and Transportation and Storm Water Department: Street Division]

7. Refuse Collection: Remove refuse and recycling from all eligible residences within the PBID boundaries in compliance with the San Diego Municipal Code. Remove trash from street litter refuse containers, as identified in collaboration with the Partnership, in the public right-of-way, in compliance with the San Diego Municipal Code and pursuant to a schedule provided to the Partnership but not less frequently than weekly within the PBID boundaries. The City will work with the Partnership to coordinate the City's regular street litter collection with the enhanced services provided by the Partnership. [Environmental Services Department: Collection Services Division]

8. Street Litter Receptacles: Provide maintenance of City owned concrete street litter containers upon request of the Partnership as needed. Provide (directly or indirectly) serviceable replacement street litter receptacles when such receptacles are damaged or have otherwise exceeded their reasonable expected useful term. [Environmental Services Department: Collection Services Division]

9. Special Events: For special events proposed to take place within PBID boundaries that are required to obtain a City of San Diego Special Event Permit for the conduct of the event, the City shall:

(A) provide to the Partnership in a timely manner and in conformance with the City's permit application review process, information submitted to the City by the event organizer (applicant) regarding the event organizer's proposed plans to ensure that clean-up and restoration of the public right of way within the venue and surrounding area (200 feet around event perimeter) is completed within the guidelines established by the Special Events Ordinance;

(B) participate (in its discretion) in any pre-event and post-event walk-through inspections of the venue and surrounding area, scheduled by the Partnership; and

(C) upon notification by the Partnership that an event organizer has not restored the venue and surrounding area to the Partnership's satisfaction and a remedy between the two parties cannot be achieved, the City shall take the following steps to follow up on the Partnership's notification: (i) make an independent assessment of the situation using staff with expertise in the specific area noted by the Partnership, (ii) should the City determine that the event organizer has not restored the venue and surrounding area to its pre-event condition and in accordance with the Special Events Ordinance, City shall cause the situation to be remedied in a timely manner and to the mutual satisfaction of the City and the Partnership, in accordance with §22.4022(c) of the San Diego Municipal Code.

10. Sidewalk Maintenance: Regularly maintain in good condition all sidewalks consistent with City Council Policy 200-12. This Policy places the responsibility for replacement of all sidewalks on the abutting property owner unless some act or property of the City has damaged the sidewalk. The City does not maintain decorative pavement or sidewalks above basements. If an unsafe sidewalk condition exists and is reported to the City's Street Division (619-527-7500 OR e-mail www.sandiego.gov and select Request a Street Repair - either means of reporting provides a "standard notification number" confirming that the report was made and received), the City will take action to temporarily mitigate the potential hazard and notify abutting property owners of their responsibility to permanently repair/replace the sidewalk. [Transportation and Storm Water Department: Street Division]

11. Public Parks and Water Features: The City will regularly clean and maintain or cause to be cleaned and maintained all public parks in the downtown area. With respect to maintenance of the Children's Park public water feature, the City shall contribute 50% of the contracted maintenance costs and the Partnership will fund the other 50% and contract for and oversee satisfactory maintenance of the public water feature. [Park & Recreation Department: Community Parks 1]

12. Public Restrooms: Satisfactorily clean and maintain or cause to be cleaned and maintained on a daily basis existing City public restrooms and other public restrooms which the City has agreed separately to maintain which are located in the PBID, including but not limited to these locations: 202 C Street, 14th and K Street, Park Boulevard and Market Street, and adjacent to Gaslamp Square Park. [Park & Recreation Department: Community Parks 1]

13. Illegally Dumped Objects in Public Rights of Way: Remove or cause to be removed all illegally dumped trash, furniture, appliances, office equipment, construction materials and other items that are not the Partnership's responsibility under this Agreement. [Environmental Services Department: Waste Reduction & Disposal Division]

14. Contact Information: For each of the Partnership obligations set forth in Exhibit B to the Agreement, the City shall identify (including phone and e-mail contact information) the person(s) to whom the Partnership's reports of problems, issues, or questions should be directed.

The Parties agree that if the level or frequency any of the City's services falls below its baseline, the Partnership will not be obligated to correspondingly increase its level of such services hereunder. The Partnership may assume provision of services reduced or eliminated by the City in accordance with and subject to the MDP and all applicable laws.

Exhibit B
Downtown San Diego Partnership Enhanced Services

Pursuant to the Operating and Management Agreement for the Downtown Property and Business Improvement District (Agreement) to which this document is attached as Exhibit B the Downtown San Diego Partnership (Partnership) agrees to undertake, at the expense of the Downtown Property and Business Improvement District (PBID), the “Services” described in the PBID Engineer’s Report and Management District Plan (MDP) accepted by the City Council and the following enhanced services, obligations and responsibilities. Exhibit A of the Agreement sets forth the City-provided Baseline Services. Exhibit A may change from year to year throughout the Term of the Agreement. In the event that Exhibit A is amended to include Services described in the MDP and listed on this Exhibit B, Partnership shall not provide such Services identified in Exhibit A.

1. Litter Removal: Remove litter and debris from public sidewalks, curbs, gutters and landscaped public areas within PBID boundaries (other than parks), six (6) days per week.
2. Unlawful Disposal of Rubbish: Remove such Rubbish (as that term is defined in San Diego Municipal Code section 54.0202, but excluding machinery and vehicle parts), dumped or deposited on public sidewalks, as Partnership staff is able to remove using customary Partnership equipment, as soon as practicable under the circumstances. If the Partnership staff cannot remove the Rubbish in the manner described herein (for reasons that may include, but are not limited to the size or weight of an item, or other hazardous characteristics), the Partnership staff shall promptly advise the appropriate City department of the nature and location of the illegal dump/deposit, using the contact information provided by the City.
3. Graffiti: Remove graffiti and stickers that Partnership staff finds on public property in the course of performing their regular duties under the Agreement, except for graffiti and stickers found on street signs, signal boxes and poles. Report such graffiti and stickers to the appropriate City department contact, as identified by the City, or to the City-designated liaison.
4. Enhanced Sidewalk Services: Clean (including, but not limited to, power washing, gum removal) designated sidewalks in each of the PBID benefit zones, over and above those cleaning services provided by the City, pursuant to a schedule to be delivered to the City. The Partnership shall not be responsible for the maintenance, repair or replacement of any sidewalks, nor shall the Partnership have any responsibility for cleaning, maintaining, repairing or replacing tree planters located throughout the downtown area unless such responsibility is accepted in writing by the Partnership and is in compliance with the provisions of the MDP.
5. Sidewalk Maintenance: Regularly maintain in good condition, and repair as needed, all sidewalks previously improved using PBID funds. Consistent with City Council Policy 200-12, and as a baseline service provided by the City, all unsafe sidewalk conditions which come to the attention of the City will be patched with asphalt to eliminate tripping hazards. If the Partnership prefers to address a particular unsafe sidewalk condition using Portland Cement Concrete, or enhanced brick, tile, or other material that is not the baseline standard at the time of the improvement, the Partnership may do so, subject to any necessary permits or approvals, provided

that it informs the City of such preference prior to asphalt repair work by the City, regularly maintains the sidewalk improvement in good condition, and repairs the sidewalk improvement as needed.

6. Trash Receptacles: Empty public trash receptacles as designated in the streetscape manual, located on public sidewalks throughout downtown, pursuant to a schedule developed in coordination with the City. Install, clean, empty, and repair PBID-owned trash receptacles as needed.

7. Tree Maintenance: Pursuant to a schedule provided to the City, water, fertilize, trim, root prune, and otherwise maintain all trees and ensure that the trees do not cause damage to adjacent surroundings so as to create a hazard, such as a sidewalk tripping hazard, in the public rights-of-way throughout Downtown, except for those trees that are the responsibility of the City or other third parties. Tree maintenance contractors selected by the Partnership shall comply with the City's standards for work zone traffic control in connection with tree maintenance. The Partnership shall not be responsible for the removal or replacement of damaged, dead, or dying trees however, the Partnership may install a replacement tree where the City will only remove a damaged, dead, or dying tree, if the Partnership assumes ongoing responsibility to water, fertilize, trim, root prune, and otherwise maintain that tree and documents such acceptance of responsibility using the prescribed form provided by the City. The Partnership may also plant trees in locations that do not have existing trees and assume ongoing responsibility to water, fertilize, trim, root prune, and otherwise maintain newly planted trees but must document such installation and acceptance of responsibility using the prescribed form provided by the City. If the City does not provide palm tree maintenance services in a timely fashion then, the Partnership may do so.

8. Street Medians: Conduct weekly litter removal and bi-weekly landscaping services of street medians located on Broadway and Market Streets and Park Boulevard. Landscaped areas located immediately adjacent to sidewalks, except those located on private property, shall be serviced as needed.

9. Special Events: For those Special Events defined in paragraph 8 of Exhibit A the Partnership shall provide timely advice and recommendations (that provides for the protection and preservation of public property including but not limited to signs, poles, trees, tree grates, landscaping, irrigation systems, trash receptacles, and water features) to the event organizer, and propose permit language to the City regarding the proposed plans; and may coordinate pre-event and post-event walk-through inspections, coordinating such inspections directly with the event organizer, and shall invite a representative of the City to participate in all such meetings/inspections; however, the decision of the City not to participate shall not prevent the Partnership from conducting such meetings/inspections, The Partnership shall further ensure that its duties under this Exhibit B with respect to the condition of the public right-of-way within the venue and surrounding area (200 feet around event perimeter) are properly and timely carried out prior to the event.

The Partnership acknowledges that the event organizer shall not be required to restore the venue and surrounding area above and beyond the existing condition of the venue at such time the

event organizer assumes responsibility for the area. However, if the Partnership is not satisfied with the restoration of the venue and surrounding area following the conclusion of the event's permitted time, the Partnership shall:

(A) first notify the event organizer of the defaults and attempt to achieve an acceptable remedy to the situation within a 24-hour time period;

(B) should a remedy not be achieved, notify the City of San Diego Office of Special Events that a remedy to the situation has not been achieved.

10. Public Parks and Water Feature: The Partnership will contract for and oversee satisfactory maintenance of the public water feature located in Children's Park. Water feature contracts will be managed so as to ensure prompt repair and replacement of the water feature, and any components thereof, as needed to maintain the water feature in good working order and to minimize threats to public health or safety. Maintenance for the water feature includes, but is not limited to, inspection of the basin, vacuuming and sweeping of the basin, removal of debris and maintaining the chemical balance and water quality. The City shall contribute the 50% of the contracted maintenance costs for Children's Park water feature.

Upon the opening of the park located on the block bound approximately by 13th Street, 15th Street, F Street and G Street, the Partnership will provide park maintenance. Park maintenance will include landscaping maintenance.

11. Lighting: The Partnership will maintain any decorative lighting installations such as but not limited to string lighting. The Partnership will remove graffiti, stickers, and flyers from light poles and paint light poles as needed. The Partnership will install and maintain midblock lighting features. Such installations and assumption of responsibility for maintenance shall be documented using the prescribed form provided by the City.

12. Physical Improvements: Install and clean, repair and otherwise maintain as needed: trees, outdoor seating, parklets, pedestrian plazas, cycling amenities, planter boxes, hanging baskets, pet waste stations, and placemaking signage and document such installation and assumption of responsibility for maintenance using the prescribed form provided by the City.

13. Disorder and Nuisance Abatement: The Partnership will provide safety ambassadors throughout the District on a regular schedule. Periodically evaluate and adjust schedule as needed to ensure efficient, effective service provision. Provide an integrated outreach team to address chronic issues of disorder and nuisance behavior. Provide additional ambassadors and a program manager to implement more intensive services on CEP parcels.

14. Business Attraction and Retention: The Partnership will fund efforts to retain and attract tenants for Commercial Enhancement Program (CEP) parcels. The Partnership will conduct research, create a database of CEP parcels and rentable space, conduct owner and tenant outreach, implement a top 50 tenant program, survey current and former tenants, and develop print and online tools to convey information on buildings located on CEP parcels. Only CEP parcels will be featured in these efforts.

The Partnership's obligations under this Agreement extend only to the "Services" described in the PBID Engineer's Report and Management District Plan accepted by the City Council and to those specific tasks expressly described herein, and the omission of any other task means that such task is not the legal or operational responsibility of the Partnership and shall not be construed as intending to impose such obligation, either directly or indirectly, on the Partnership. The Partnership shall not interfere with the City's ability to identify and address City baseline services, including those identified in Exhibit A.