

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

AGENDA

1. Zoom Meeting Protocol & Introductions / President Terry McCleary

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. 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 Financial Reporting
- f. Shirley Zawadzki Financial Reports, Insurance
- g. Chris Gomez Parking District Oversight, District Identity Oversight with Ethan
- h. Dianne Serna De León– Administrative support

3. Continuing Virtual Meetings Pursuant to AB 361

Action Item

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.

4. Non-Agenda: Public Comment & Announcements

5. Reaffirmation of Officers of the Corporation (to be done at 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

6. Authorizing Executive Committee to Discuss & Recommend the Following Issues to the Board (to be approved at November Board Meeting)

- a. Completing Requirements of City Contract with the BID
- b. Status of Office Location & Rent
- c. Status of Current District Staffing

- d. Review of Bylaws Over the Next 3 Months
- e. Expansion of the Board to Include Key Property Owners & Businesses
- f. Restructuring of Committees of the Board; January 2023 Orientation
- g. Recommendations on Financial Condition & Budget, Standardization of Reports
- h. Discussion & Seeking Input from Property Owners on Renewal of Clean & Safe Program for 2025, East Village Contribution is Currently \$3.7 Million per Year
- i. County of San Diego: District 1 NRP Grant Strategic Priorities
- j. Setting Goals for 2023
- 7. Other: Keys to the office, access to all records

Action Item

8. Next Board of Directors Meeting

Action Item

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9. Next Exec Committee Meeting

Action Item

10. Adjournment

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 619-233-5009 or via email at ethan@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.

AB 361 Overview 9/30/2021

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.

DOWNTOWN CPD NEIGHBORHOOD PARKING PROGRAM AGREEMENT FOR FISCAL YEAR 2023

This Neighborhood Parking Program Agreement ("Agreement") is made by and between the City of San Diego, a California municipal corporation ("City"), and the East Village Association, a California nonprofit, ("Contractor") (hereinafter collectively, the "Parties").

RECITALS

- A. The City administers the Downtown Community Parking District ("DCPD"), which includes the East Village neighborhood.
- B. The boundaries of the East Village neighborhood are generally defined as follows: Interstate 5 to the East and North, State Route 163 to the North, Tony Gwynn Drive to the South, 7th Avenue along E Street and 10th Avenue to 17th Street, to the West ("East Village Neighborhood").
- C. Contractor has provided to the City a conceptual parking plan to aid in the parking issues facing the East Village Neighborhood and wishes to enter into an agreement with the City by utilizing parking meter revenue to implement the conceptual parking plan.
- D. The City desires to retain the services of the Contractor to provide parking administration services for the East Village Neighborhood of the DCPD.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

AGREEMENT

- 1. <u>Definitions</u>. The following terms shall be defined as follows:
 - 1.1. **Fiscal Year.** The City's fiscal year starting July 1, 2022 and ending June 30, 2023.
 - 1.2. **Notice.** Any consent, demand, designation, election, notice or request relating to this Agreement. All Notices must be in writing.
 - 1.3. **Notify.** To give a Notice.
 - 1.4. **Project.** The Scope of Services to be provided by Contractor, a copy of which is attached hereto as Exhibit A.
 - 1.5. **Project Funds.** All DCPD Funds (defined below) allocated to this Agreement.

- 1.6. **Project Records**. All administrative or financial records required in connection with the Project that are prepared or gathered by Contractor, including all books, papers, invoices, receipts, accounting records in accordance with Generally Accepted Accounting Principles (GAAP), payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigative videos, work product, and any other documents, data or records pertaining to any or all matters covered by this Agreement.
- 1.7. **Reimbursement Period.** This Agreement will allow reimbursement requests for the full Fiscal Year
- 1.8. **Request for Reimbursement.** The packet submitted utilizing City supplied forms and Contractor back-up documentation (consisting of proof of expenses incurred and payments made in conformance with the requirements of this Agreement and Council Policy 100-18 to the satisfaction of the Contract Administrator) that is the basis for requesting reimbursement of eligible Project expenses each Reimbursement Period.
- 1.9. **Subcontractor(s).** Each subcontractor hired by Contractor to the extent directly related to the Project.
- 1.10. **Term.** The meaning as defined in Section 2.
- 1.11. **DCPD Funds.** Funds appropriated by the City and approved by the Council of the City of San Diego as part of the Fiscal Year Annual Plans and Budget, in accordance with Council Policy 100-18.
- 2. <u>Effective Date; Term of Agreement</u>. Upon 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 <u>July 1, 2022</u> (the "Effective Date") through June 30, 2023 (the "Term").
- 3. Scope of Services.
 - 3.1 <u>Contractor's Obligations</u>. Contractor shall conduct the Project in accordance with Council Policy 100-18, Community Parking District, as amended from time to time.
 - 3.2 The Project description shall be in sufficient detail to provide a sound basis for City to effectively monitor Contractor's performance under this Agreement, identify proper expenditures of parking meter revenue consistent with Council Policy 100-18, and all work shall occur only within the Term of this Agreement.
- 4. <u>Contract Administrator; Designated Representative</u>. City's Sustainability & Mobility Department ("Department") shall be the contract administrator for this Agreement. City

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

CONTRACTOR

Date: 9/22/2027

BY: Clauda Soft

Title: President

Date: 09/28/2022

THE CITY OF SAN DIEGO, a California

municipal corporation

BY: Kin Mutadden

Name: Kris McFadden

Title: Deputy Chief Operating Officer

APPROVED AS TO FORM:

MARA W. ELLIOTT, City Attorney

BY:

Name: Katherine A. Malcolm

Title: Deputy City Attorney

Exhibit A: Project (Scope of Services)

The East Village Association's FY23 initiatives include advertising, programming and education of mobility choices in East Village. Additionally, EVA will install a pedestrian lighting project on Market Street to help increase pedestrian safety and will work with the City on the installation of parking meters and increase parking inventory.

1.	Neighborhood Supplemental Parking Program a. Increase Parking Inventory b. Installation of Parking Meters	\$18,713
2.	Marketing and Promotions/Programs a. Mobility Choice Education d. Program Management	\$33,100
3.	Neighborhood Initiatives and Special Projects a. Market Street Lighting Project b. Padres Opening Day Block Party MTS Sponsorship d. Pedestrian Safety Initiative	\$291,500
4.	Program Management	\$51,497

Total: \$394,810

East Village Association Inc. Profit & Loss by Class July through September 2022

			440 - Program Administration	450 - Clean & Safe		
	110 - Association Activities	210 - BID	(400 - Parking District)	(400 - Parking District)	Total 400 - Parking District	TOTAL
Ordinary Income/Expense						
Income						
40055 ⋅ Bid Income	0.00	19,365.67	0.00	0.00	0.00	19,365.67
40085 · Parking District Income	0.00	19,239.07	3,361.35	42,058.00	45,419.35	64,658.4
Total Income	0.00	38,604.74	3,361.35	42,058.00	45,419.35	84,024.0
Expense						
512028 · Consulting/Business Promotion						
51195 · Ambassador Program	0.00	0.00	0.00	42,058.00	42,058.00	42,058.0
Total 512028 · Consulting/Business Promotion	0.00	0.00	0.00	42,058.00	42,058.00	42,058.0
512059 · Personnel						
51135 · Executive Director	5,789.52	23,337.65	412.33	0.00	412.33	29,539.5
51140 · Payroll Taxes	442.90	1,785.32	31.55	0.00	31.55	2,259.7
51145 · Payroll Fees	0.00	12.25	0.00	0.00	0.00	12.2
51147 · Employee Benefits	1,779.37	1,044.84	0.00	0.00	0.00	2,824.2
51150 · Workers Compensation	0.00	183.26	183.27	0.00	183.27	366.5
Total 512059 · Personnel	8,011.79	26,363.32	627.15	0.00	627.15	35,002.2
512138 · Promotion/Advertising/Marketing						
51265 · Member Benefits	0.00	156.50	0.00	0.00	0.00	156.5
51325 · IT Services	40.34	77.64	0.00	0.00	0.00	117.9
Total 512138 · Promotion/Advertising/Marketing	40.34	234.14	0.00	0.00	0.00	274.4
512143 · Office Operational						
51165 · Accounting Services	0.00	1,800.00	1,800.00	0.00	1,800.00	3,600.0
51170 · Audit & Tax Filing	0.00	4,500.00	0.00	0.00	0.00	4,500.0
51345 · Bid Council/Found. Membership	0.00	300.00	0.00	0.00	0.00	300.0
51350 · Insurance	0.00	4,273.10	0.00	0.00	0.00	4,273.1
51355 · Office Rent	0.00	934.20	934.20	0.00	934.20	1,868.4
51365 · Permits & Fees	25.00	0.00	0.00	0.00	0.00	25.0
51370 · Printing, Postage & Supplies	9.89	0.00	0.00	0.00	0.00	9.8
51380 · Telephone	0.00	54.99	0.00	0.00	0.00	54.9
51390 · Dues/Subscriptions	98.09	144.99	0.00	0.00	0.00	243.0
Total 512143 · Office Operational	132.98	12,007.28	2,734.20	0.00	2,734.20	14,874.4
Total Expense	8,185.11	38,604.74	3,361.35	42,058.00	45,419.35	92,209.2
Net Ordinary Income	-8,185.11	0.00	0.00	0.00	0.00	-8,185.11
Income	-8,185.11	0.00	0.00	0.00	0.00	-8,185.11



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: 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.	Terry, Angie, 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?

experiences that will help.

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

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 with.

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?

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

term.

Todd: 60 or 30 or 90 days out?

Sean: Where and how long is this?

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.

8. Adjournment	8. Terry Adjourned the meeting at 4:15 PM	8. Meeting Adjourned
8. Adjournment	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 you. Hassan: I do not agree with that. Terry: I understand Hassan.	8. Meeting
	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.	

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