



**Downtown Glendale Association  
District Identity and Streetscape Improvement (DISI) Committee  
Wednesday, March 20<sup>th</sup>, 2013 – 3:00 p.m.  
118 W. California Street, Glendale, CA 92013**

**AGENDA**

1. Introductions – Helen McDonagh
2. Approval of February 20<sup>th</sup>, 2013
3. Public Comment and announcements
4. Budget for the year
5. Response to Public Relations RFPs *Action Item*
6. Update on Web site name, management, etc.
7. Events Update
  - a. Cruise Night Update
  - b. Unity Fest
  - c. Promotion for new store openings
  - d. Other
8. Status of Master Calendar on website
9. Other
10. Questions and comments
11. Next Meeting: \_\_\_\_\_



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Rick Lemmo, President ▪ Raul Porto, Vice President ▪ Helen McDonagh, Treasurer ▪ Joe Stitick, Secretary  
Dennis DePietro ▪ Carol Jacobs ▪ Mike Navarro

**Downtown Glendale Association  
Community Benefit District  
District Identity & Streetscape Improvement Committee Meeting  
Wednesday, February 20, 2013, 3:00pm  
118 W California St., Glendale, CA 91203**

**Present:** Rick Lemmo/Caruso Affiliated, Helen McDonagh/Massage Envy, Elissa Glickman/Glendale Arts, Jill Vasant/Americana at Brand, Jasmin Varjavand/SWS Realty

**Staff:** Marco Li Mandri, Fatima Henriquez, Nick Lemmo

**MINUTES**

<i>Item</i>	<i>Discussion</i>	<i>Action taken?</i>
<b>Introductions</b>	Chair Helen McDonagh called the meeting to order at 3:00 p.m. and requested that everyone introduce himself or herself. All present introduced themselves to the Committee. Everyone received an agenda booklet.	<b>No action taken</b>
<b>Approval of January 16<sup>th</sup>, 2013 DISI Minutes</b>	The Committee reviewed the minutes for the meeting and made 1 spelling correction which Fatima will correct.	<b>Motion to approve the minutes was carried by consensus.</b>
<b>Public Comments and Announcements</b>	Helen announced that tomorrow, February 21 <sup>st</sup> , the Opening Ceremonies for the DGA will be held in front of the Alex Theater and urges everyone to spread the word and attend. Elissa announced that Menopause the Musical is opening next week. On March 19 <sup>th</sup> the Alex Theater will have Second City Comedy perform. The Glendale Arts website has been revamped.	<b>No action taken.</b>

<b>Response to Public Relations RFPs</b>	The DISI Committee received 1 proposal from a PR firm in response to our RFP. It was suggested that the deadline to submit an RFP be extended until February 28 <sup>th</sup> 2013. Rick had mentioned that some PR firms never received the RFP and wanted to bid on it.	Elissa made a motion to extend the deadline to February 28 <sup>th</sup> 2013 in order to have the time to solicit more PR Firms. Jasmine seconded the motion. Motion was carried by consensus.
<b>Response to Web Site RFPs</b>	DISI received 2 RFPs in response to the RFP that was issued, in order to build a website. Portfolios and Resumes were passed out to the Committee and discussion took place over the qualifications, style and price of each company.	Elissa made a motion to hire Sedna Solutions as the DGA web site designer. Jasmine seconded the motion. Motion carried by consensus.
<b>Events</b>	<p><b>Cruise Night Update:</b> The City is working on revamping the event to not disturb businesses in the District.</p> <p><b>Unity Fest Update:</b> The event needs to be adjusted and many city officials are aware of this, however the event is under a City Resolution and it is difficult to change any aspects of it.</p> <p><b>Promotion for new store openings:</b> Marketing Directors for Nordstrom and Bloomingdales are still working out the details, we will not know much until Summer. DISI suggested to put extra Ambassadors on the streets for the Opening.</p>	No action taken.
<b>Next Meeting</b>	Next meeting for the DISI Committee will be March 20 <sup>th</sup> at 3pm at 100 N Brand Blvd 6th Floor Conference Room Glendale CA 91203.	

Minutes taken by Fatima Henriquez, and Marco Li Mandri, staff.



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### Downtown Glendale Association DISI Budget Analysis, 2013

2013 Gross Budget	2013 Delinquency Rate (Twice Cont.)	2013 Gross CBD Budget, projected at 96%	2013 Net budget minus 1 <sup>st</sup> year deduction (- \$80,000)	DISI 2013 % Adjusted first year to 22%
\$ 908,092.00	4%	\$ 871,768.00	\$ 791,768.00	\$ 175,000.00

***Proposed Budget for 2013 for Downtown Glendale Association  
DISI Budget:  
(Based upon scaled down budget approved by the Board for 2013)***

<b><i>Description of DISI line items</i></b>	<b><i>Estimated budget line item for this item</i></b>
Web site development	\$ 5,000 (Approved for RFP)
Web site maintenance and updating	To be determined
Downtown Glendale App development	To be determined
Public Relations firm	To be determined
Special events	To be determined
Decorations	To be determined
Banners	To be determined
Beautification programs	To be determined
Rent contribution	\$ 10,000.00
Advertising	To be determined
Holiday related	To be determined
Other	To be determined
<b><i>Annual Total</i></b>	<b><i>\$ 175,000.00</i></b>
<b><i>Sub-Total balance after rent and web site</i></b>	<b><i>\$ 165,000.00</i></b>

**AGREEMENT FOR OPERATION OF GLENDALE CERTIFIED  
FARMER'S MARKET**

This Agreement is made and entered into this 1 day of July, 2000 by and between the Glendale Redevelopment Agency, and Christopher Nyerges (hereinafter known as "Manager").

Whereas, in order to promote and provide for the health and general welfare of the people of the City, to cultivate and develop a sense of community pride, and to promote and enhance the downtown area, the parties enter into this Agreement.

**ARTICLE I        DEFINITIONS**

The following terms shall be defined as follows:

- A. "Agency" refers to the Glendale Redevelopment Agency.
- B. "Manager" refers to Christopher Nyerges, an independent contractor specializing in the management of Certified Farmers' Markets.
- C. "Market" refers to the Glendale Farmers' Market.

**ARTICLE II        SPONSORSHIP**

The Agency agrees to sponsor certified farmers' market in a location within the Central Glendale Redevelopment Project Area boundaries. The Agency will pay the operating expenses of the Market and will provide the Market site and other support services.

**ARTICLE III**Financial Obligation

The Agency agrees to provide funds for establishment and operation of the Market. The funds will cover the normal expenses of the Market, which include, but are not limited to the following:

- A. Operating permits.
- B. Managers' services. Agency will pay to Manager a fee of \$250 per Market day for a period of six months. Thereafter the Agency will pay to Manager a fee of \$275 per Market day. At the end of each month of operation, Manager shall submit one invoice for that month's management services. Agency and Manager agree that \$75 of each Market day's fee will be paid by Manager to an assistant selected by the Manager.
- C. Insurance.
- D. Publicity and advertising.
- E. Site clean up expense.



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### Indemnification and Insurance

The Agency/City shall maintain during the entire term of this Agreement a broad form comprehensive policy or policies of public liability insurance issued by insurance companies with a Best rating acceptable to the City Attorney and authorized to issue liability insurance in the State of California, insuring the City/Agency against loss or liability caused by or connected with the operation of the Glendale Farmers' Market in amount not less than a combined-limit of \$1,000,000.00 for personal injury, death, property damage, premises liability or contractual dispute. Coverage provided hereunder shall be primary insurance and not contributing with any insurance maintained by the City.

### **ARTICLE IV      THE AGENCY'S OBLIGATIONS**

The Agency agrees to provide the following City facilities and assistance at no cost to the Market or any persons involved in its operation:

- A. The east side of Brand Boulevard between Broadway Avenue and Wilson Street on Thursday morning between approximately 7:00 a.m. and 1:30 p.m. The exact hours of the Market's operation may vary within the stated hours, as determined by unexpected condition, such as wind. The day or times of the Market's operation may be negotiated between the parties to this agreement if all parties determine that to be mutually desirable. Market activities shall take place only in the area assigned by the Agency.
- B. Parking spaces for Market patrons shall be indicated by signs, and parking times shall be posted. If barricades are needed for traffic control, the Agency shall provide them for the hours of Market operation.
- C. Trash receptacles shall be provided in the Market Area.
- D. Normal maintenance.
- E. Obtain City required Event Permit for Market Operation, if necessary.

### **ARTICLE V      THE MANAGERS' OBLIGATION**

The Manager agrees to be responsible for the organization, physical establishment and on-site operation of the market. The Manager further agrees to provide the following services:

- A. ~~Obtain all permits necessary to operate the Market excluding City issued~~ Permit(s). *JA*
- B. Ensure that all participating growers are certified per guidelines on the State of California and County of Los Angeles.
- C. Contact and coordinate the growers for the Market and maintain records of participating growers.

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- D. Collect 6% of daily gross sales from each vendor at the Market which will be given to the Agency to defray its costs.
  - E. Prepare and coordinate publicity and advertising for the Market.
  - F. Maintain financial and business records for the Market, and present a summarized financial report to the Agency at the end of each month.
  - G. Promptly deposit proceeds from each Market day operations into Agency's account at Community Bank.

#### ARTICLE VI      CONDITIONS

The parties agree that the following conditions shall apply:

- A. No improvement shall be erected, placed upon, operated or maintained on the premises without prior consent of the Agency. Nor shall any business be conducted or carried on in violation of any regulation, bylaws, ordinances or policies of any governmental agencies having jurisdiction.
- B. Any equipment or fixtures purchased for the Market shall belong to the party providing the funds for the purchase thereof.
- C. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to all parties shall be in writing and shall be deemed duly served and given when personally delivered, or when deposited in the United States mail, first-class postage pre-paid, as follows:

To Agency

Director of Development Services  
City of Glendale  
633 E. Broadway, Room 201  
Glendale, California 91206

To Manager

Christopher Nyerges  
P.O. Box 41834  
Eagle Rock, CA 90041

Either party may change its address for purposes of this Agreement by giving written notice of such change to the other in the manner provided in this paragraph.

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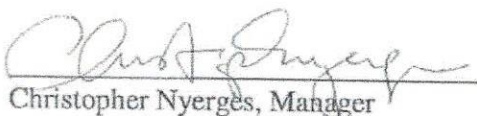
ARTICLE VII

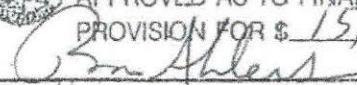
DURATION OF AGREEMENT

This agreement shall be effective as of 7/1, 2000 and shall continue through and including June 30, 2003 at which time it may be renewed upon mutual agreement of all parties. This Agreement is subject to termination by any party to the Agreement by providing (30) days written notice to the other party.

This Agreement is executed on the 7 day of July, 2000

  
Director of Development Services

  
Christopher Nyerges, Manager

CITY OF GLENDALE  
DATE 7-24-2000  
APPROVED AS TO FINANCIAL  
PROVISION FOR \$ 15,000.00  
  
Director of Finance

APPROVED AS TO FORM  
  
Senior Assistant City Attorney

DATE 6-29-00



**AGREEMENT FOR OPERATION OF GLENDALE  
CERTIFIED FARMER'S MARKET**

**AMENDMENT NO. 4**

This Amendment No. 4 to the Agreement For Operation of Glendale Certified Farmer's Market with Christopher Nyerges, Manager of the Glendale Certified Farmer's Market, dated July 1, 2000, as amended May 24, 2005, July 14, 2005 and June 16, 2008 "Agreement", is made and entered into this 27<sup>th</sup> day of June, 2011, by and between the Glendale Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as "GRA" and Christopher Nyerges hereinafter known as "MANAGER".

**WHEREAS**, on July 1, 2000, GRA engaged MANAGER to operate the Glendale Certified Farmer's Market (the "Market") on Brand Boulevard between Broadway Avenue and Wilson Street on Thursday mornings between approximately 7:00 a.m. and 1:30 p.m., and to provide other services on the terms and conditions provided in the Agreement; and

**WHEREAS**, the Agreement authorized the management services of the MANAGER for three (3) years commencing on July 1, 2000 and terminating on June 30, 2003, subject to renewal upon mutual agreement of the parties for a fee of \$250 per market day for the initial six months and a fee of \$275 per market day thereafter for a maximum of fifteen thousand dollars (\$15,000); and,

**WHEREAS**, on July 14, 2005 the parties extended the July 1, 2000 Agreement until June 30, 2008; and

**WHEREAS**, on June 16, 2008 the parties extended the Agreement until June 30, 2011; and

**WHEREAS**, on July 12, 2001, July 11, 2002, July 11, 2003 and October 11, 2004, July 11, 2005, November 9, 2006, November 1, 2007, February 18, 2009, October 30, 2009 and September 24, 2010 a total of ten (10) change orders were approved by the GRA for a total contract value of One Hundred Sixty-Five Thousand Dollars (\$165,000), of which, One Hundred Fifty-Two Thousand Fifty Dollars (\$152,050) has been expended under the Agreement thus far, with a remaining balance of Twelve Thousand Nine Hundred Fifty Dollars (\$12,950); and

**WHEREAS**, the current Agreement is in force and effect until June 30, 2011; and

**WHEREAS**, GRA desires to continue operating the Market, if feasible, on the east side of Brand Boulevard between Broadway Avenue and Wilson Street on Thursday mornings between approximately 7:00 a.m. and 1:30 p.m. (the "Brand Boulevard Location"), or at such other appropriate location as determined by GRA; and

**WHEREAS**, the parties mutually agree to modify the Agreement to allow the Market to operate at either the Brand Boulevard Location or at such other appropriate location as determined by GRA, subject to the following terms and conditions.

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NOW, THEREFORE, the parties agree as follows:

The Agreement, dated July 14, 2005, is hereby amended as follows:

Article VII. Duration of Agreement: Section shall be amended to read as follows:

"This agreement effective as of **June 30, 2011** and shall continue through and include **June 30, 2014** at which time it may be renewed upon mutual agreement of all parties. This agreement is subject to termination by any party to the Agreement by providing thirty (30) days written notice to the other party".

All other provisions, requirements, terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, GRA and MANAGER have caused this Amendment No. 4 to the Agreement for the MANAGER to operate the Glendale Certified Farmer's Market be executed by their duly authorized representatives on this 27<sup>th</sup> day of June, 2011.

**GLENDALE REDEVELOPMENT AGENCY**

By:

James Starbird  
James Starbird, Executive Director

6/27/11  
Date

**APPROVED AS TO FORM**

Scott H. Howard, Agency Counsel

By:

Gillian van Muyden  
Gillian van Muyden  
General Counsel - Redevelopment Agency

6/22/11  
Date

**CHRISTOPHER NYERGES, MANAGER**

By:

Christopher Nyerges  
Christopher Nyerges, Manager of the Glendale  
Certified Farmer's Market

6/15/11  
Date



CITY OF GLENDALE  
DATE 7/11/11  
APPROVED AS TO FINANCIAL  
PROVISION FOR \$ term

P. E. Muet  
Director of Finance