



Downtown Glendale Association

Executive Committee Meeting

Wednesday, September 13th, 2023, - 9:00 a.m.

100 N. Brand Blvd., 6th Floor Conference Room

Glendale, CA 92013

For information related to access to this call, please call the Greater Downtown Glendale office at (818) 476-0121

AGENDA

- 1. Introductions – President, Rick Lemmo**
- 2. Approval of June 13th, 2023 Executive Committee Minutes** ***Action Item***
- 3. Announcements, public comment**
- 4. City Update on current projects:**
 - a. Project review work in having presentations on new developments and projects - still waiting.
 - b. Bridge Link status
 - c. Tech week
 - d. Artsakh update
- 5. Committee reports:**

(Exec Committee) – Rick Lemmo

 - a. Review of YTD Rough Draft Financial report ***Action Item***
 - b. 3 Year contract including 30 Day escape clause, 5% cap on contracts, due by all vendors by June 30th – status
 - c. Add Craig Gorris from Brookfield to the Board of Directors ***Action Item***
 - d. Nominations Committee appointment, selection of Annual Meeting date ***Action Item***

**Rick Lemmo, President / Government Relations • Raul Porto, Vice President
Randy Stevenson, Vice President • Helen McDonagh, Secretary / Treasurer
Steven Sayers • Bradley Calvert • Judee Kendall**

**100 N. Brand Boulevard • Suite 508 • Glendale, CA 91203
Phone: 818.476.0121 • Fax: 818.484.2618 • Info@DowntownGlendale.com
www.DowntownGlendale.com • Facebook & Twitter: DWTNGlendale • #DWTNGlendale**

(DISI) – Helen McDonagh

- a. Annual Women’s Day event, set up task force by November
- b. Tech on tap, Taste of Glendale
- c. Fall displays, holiday decorations.
- d. Sedna Solutions monthly price request

Action Item

(SOBO) Randy Stevenson

- a. Update from DMS
- b. Other

(Project Review)

- a. Still waiting

6. Other

7. Next Executive Committee: _____

8. 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 the meeting room door as well as the DGA office door. 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 Ryan Huffman at 818 476-0120 x 420 at least 48 hours prior to the meeting

Section 3: Nominations.

- a. At least forty five (45) days before each Annual Election Meeting, the Board Secretary shall cause a notice to be delivered to each Property Owner or their designated representatives soliciting Board of Director nominations. This first nominations process shall occur in the summer of 2013;
- b. Nominations must be received by the Secretary no later than fourteen (14) days before the Annual Election Meeting. Additional nominations may be submitted and considered by the Board at the Annual Election Meeting.
- c. Directors shall be elected in accordance with Article VIII, Section 1 of these Bylaws.
- d. Any notice required by this Section 2 may be delivered by U.S. mail, e-mail, fax or personal delivery.

Section 4: Additional Representatives. Each Director may appoint additional representatives who shall have the right to participate in Board discussions in an advisory and non-voting capacity. Once Property Owner Directors have been nominated and appointed, according to these bylaws, the sitting Property Owner Directors may appoint any Community or Business Tenant Directors representatives as voting members of the Board, based upon the procedures as outlined in Article VIII, Section 1 of these bylaws.

ARTICLE VIII DIRECTORS

Section 1: Number and Qualifications and Terms.

- a. *Authorized Number.* The authorized number of Directors of the corporation shall not be less than five (5) and more than thirteen (13). The exact number of Directors shall be fixed from time to time, within the limits specified in this Article VIII, Section 1, by the Board of Directors.
- b. *Director Board Composition:*
 - (1) Any Property Owner shall be entitled to nominate one (1) nominee which may include that owner of record or an authorized representative, in accordance with Article VIII, Section 1, for the Board to consider electing as a Director at the annual Election Meeting.
 - (2) Of the authorized number of Directors, a minimum of sixty six per cent (66%) shall be Property Owners within the District. However, at all times, there shall be a minimum one business tenant, who does not own property in the district, who shall be a voting member of the Board. *Any such*

business tenant must be in good standing with its landlord to be eligible to serve on the Board of Directors.

(3) All remaining Directors shall be referred to as “Community Directors”. Community Directors may be Business Tenants, or Community at Large Representatives, *provided* that at all times from and after the date the District is established at least one (1) Community Director should be a non-property owning Business Tenant.

- c. *Term.* The term of office of each Director of the Corporation shall be two (2) years and until his or her successor has been elected and qualified. The Directors may be elected at any meeting of the Board. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which he or she was elected and until a successor has been elected and qualified. A Director may succeed himself or herself in office.
- d. *No Limit on Term.* There shall be no limit to how many terms any individual may serve on the Board.

Section 2: Annual Election Meeting and Powers. The nominated Directors shall be elected by majority vote of the currently seated Board members, based upon the provisions stated in Article VIII, Section 1 at the Annual Election meeting of the Board. Subject to the provisions of the Code, the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the day-to-day operation of the business of the Corporation to a management company, committee (however composed), or other person, *provided* that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.



**Downtown Glendale Association
Executive Committee Meeting
Tuesday, June 13th, 2022 – 9:00 a.m.
100 N. Brand Blvd, 6th Floor Conference Room
Glendale, Ca 91203
www.downtownglendale.com**

Present: Randy Stevenson, Rick Lemmo, Helen McDonagh

Absent: Raul Porto

Guests: None

Staff: Marco Li Mandri and Ryan/NCA, Nick Lemmo/DMS

Minutes:

<i>Item</i>	<i>Discussion</i>	<i>Action Taken?</i>
1. Introductions	President, Rick Lemmo called the meeting to order at 9:00 am. Introductions were completed. Everyone was in person for the meeting, consistent with the Brown Act rules. Quorum was met.	No Action Taken
2. Approval of November 30th, 2022 Executive Committee Minutes	The November 30 th Executive Committee meetings were reviewed. There were not actions taken at that meeting.	Helen moved and Randy seconded the motion to approve the minutes. The minutes were approved unanimously.
3. Public Comments and Announcements	Rick opened the floor for public comments and announcements.	No Action Taken
4. City Updated on current projects	Marco explained that the district should get updates on new projects that happen within the district boundaries. Marco gave a brief update on the bridge link project too.	No Action Taken

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5. Committee Reports		
Executive Committee	Rick and Marco went through the following items:	
a. YTD Rough Draft Budget review for FY 23	Marco reviewed the budget, the collected assessments, and carry forward. Marco reviewed the ADMIN, DISI, and SOBO categories. The Board of Directors will review the budget. Discussion followed.	Rick moved and Randy seconded the motion to approve the year-to-date rough draft fiscal year 2023 budget. The motion passed unanimously.
b. Other	Rick opened up the floor for any other items, there was none.	No Action Taken
c. 3 Year contract including 30-day escape clause, 5% cap on contracts, due by all vendors by June 30th	Marco discussed that the Board of Directors will discuss and vote on locking in all vendors to a 3-year contract starting July 1 st . This will ensure they have steady services but also allow the Board to end a contract with the 30-day escape clause. It controls the cap on increases in price too.	No Action Taken
d. Annual financial report and IRS filing	Marco reviewed that the independent accountant reviewed the financials and processed last fiscal years taxes. Based on the review, all financial statements are in order in accordance with accounting principles accepted in the United States. They will be added to the website too.	No Action Taken.
DISI Committee	Helen and Marco went through the following items:	
a. Annual International Women's Day Event, report	Marco and Helen reviewed a report provided by Fuse. The event took place on March 8 th , 2023 at the Glenmark rooftop. Diane Doolin with the presenting speaker and 52 tickets were sold. It was discussed that the venue was great and it should be explored to be selected for next year.	No Action Taken
b. Cruise Night, allocation of \$5,000	Cruise Night will be held on Saturday, July 15 th , 2023 from 5:30pm – 10:30pm. This event is held on Brand Blvd. This is a big event that brings in a lot of people to the district. It was discussed to sponsor this event at \$5,000 from the city events line item that was already approved at \$10,000.	Rick moved and Helen seconded the motion to recommend to the Board of Directors the allocation of \$5,000 to cruise night. The motion was approved unanimously.

c. Tech on Tap, Taste of Glendale	The seventh annual Glendale Tech Week will take place September 12-14 th , 2023. They will have a panel, pitch festival, awards ceremony, and networking events. This will be sponsored at \$5,000 which was already included in the budget under city events. The GDGA will also hang banners for this event.	No Action Taken
d. Glendale Police Foundation Gala Sponsorship Request	The Executive Committee reviewed the sponsorship request for the Glendale Police Foundation Gala. This event will recognize and show appreciation to the Glendale Police Department.	Rick moved and Randy seconded the motion to recommend to the Board of Directors to select the Lieutenant Sponsor and donate the eight tickets to Glendale Police Officers. The motion passed unanimously.
SOBO Committee	Randy went through the following items:	
a. Report from DMS	Staff gave a brief update and would go into further details during the Board meeting.	No Action Taken
b. Budget for Bridge Link	This was not discussed.	No Action Taken
c. Other	Rick opened up the floor for any additional SOBO discussions.	No Action Taken
6. Other	Rick opened up the floor for any additional questions of discussions.	No Action Taken
7. Next Executive Committee Meeting	The next Executive Committee meeting will be decided at the Board of Directors Meeting.	No Action Taken

Minutes taken by Ryan, Staff/New City America

Downtown Glendale Association
2023 DRAFT Budget 12/01/2022 - 11/30/2023

Income

	<u>August 2023</u>	<u>Dec 1, 22' - Aug 31, 23'</u>	<u>Year-to-Date</u>	<u>Annual Budget</u>
Assessment Income	20,246.98	1,314,628.49	1,314,628.49	1,468,145.61
FY22 Assessments Paid after 11/30		82,522.34	82,522.34	82,522.24
Carry Forward		385,989.89	385,989.89	385,989.89
Non Assessment				
Interest Income	67.59	576.12	576.12	
Total	<u>20,314.57</u>	<u>1,783,716.84</u>	<u>1,783,716.84</u>	<u>1,936,657.74</u>

Expense

Administration

	<u>Total</u>					
	<u>August 2023</u>	<u>Actual YTD Spent</u>	<u>Projected YTD</u>	<u>% Spent Budget</u>	<u>Annual Budget</u>	<u>% Annual Budget</u>
Travel		0.00	0.00	0.00%	0.00	0.00%
Telecommunications	659.80	3,685.23	6,000.00	46.07%	8,000.00	0.41%
Staff Contract	18,750.00	168,750.00	168,750.00	75.00%	225,000.00	11.62%
Printing & Copying		155.41	1,875.00	6.22%	2,500.00	0.13%
Postage & Mail		199.49	750.00	19.95%	1,000.00	0.05%
Office Supplies	231.02	548.08	2,250.00	18.27%	3,000.00	0.15%
Memberships		287.89	562.50	38.39%	750.00	0.04%
Insurance Liability		5,317.19	7,125.00	55.97%	9,500.00	0.49%
Legal Fees		0.00	3,750.00	0.00%	5,000.00	0.26%
Board Meetings		213.40	562.50	28.45%	750.00	0.04%
Bank Charges		138.41	300.00	34.60%	400.00	0.02%
Accounting Fees		6,800.00	5,625.00	90.67%	7,500.00	0.39%
Admin - Misc.		0.00	9,750.00	0.00%	13,000.00	0.67%
Total Administration	<u>19,640.82</u>	<u>186,095.10</u>	<u>207,300.00</u>	<u>67.33%</u>	<u>276,400.00</u>	<u>14.27%</u>
Reserves		0.00	123,568.31	0.00%	164,757.74	8.51%
	<u>0.00</u>	<u>0.00</u>	<u>123,568.31</u>	<u>0.00%</u>	<u>164,757.74</u>	<u>8.51%</u>

DISI		August 2023	Actual YTD Spent	Projected YTD	% Spent Budget	Annual Budget	% Annual Budget
	Business Attraction		0.00	15,000.00	0.00%	20,000.00	1.03%
	Advertising	40.00	6,620.00	7,500.00	66.20%	10,000.00	0.52%
	Annual Report		833.83	750.00	83.38%	1,000.00	0.05%
	Banners	7,747.80	10,372.80	30,000.00	25.93%	40,000.00	2.07%
	Events Coordinator	2,138.67	20,221.35	21,000.00	0.00%	28,000.00	1.45%
	Mobile App	219.99	1,819.99	2,250.00	60.67%	3,000.00	0.15%
	Public Relations	3,000.00	27,000.00	30,000.00	67.50%	40,000.00	2.07%
	Placemaking		0.00	56,250.00	0.00%	75,000.00	3.87%
	Rent, Parking, Utilities	1,064.59	9,544.54	15,000.00	47.72%	20,000.00	1.03%
	Seasonal Displays	22,598.66	42,626.19	101,250.00	31.57%	135,000.00	6.97%
	Special Events		8,799.21	15,000.00	44.00%	20,000.00	1.03%
	Chamber of Commerce		1,200.00	3,750.00	24.00%	5,000.00	0.26%
	City Events	5,000.00	10,000.00	7,500.00	100.00%	10,000.00	0.52%
	International Women's Day		7,911.30	5,625.00	105.48%	7,500.00	0.39%
	Special Projects		110.10	15,000.00	0.55%	20,000.00	1.03%
	Videos		0.00	3,750.00	0.00%	5,000.00	0.26%
	Website	400.00	3,600.00	4,500.00	60.00%	6,000.00	0.31%
	Total DISI	42,209.71	150,659.31	334,125.00	33.82%	445,500.00	23.00%
	SOBO						
	Maint. Provider & Ops. Director	66,666.66	599,999.94	600,000.00	75.00%	800,000.00	41.31%
	Rent, Parking, Utilities	2,624.15	22,069.82	22,500.00	73.57%	30,000.00	1.55%
	Fuel	2,335.44	16,940.57	22,500.00	56.47%	30,000.00	1.55%
	Public Space Maintenance	1,071.86	10,927.24	37,500.00	21.85%	50,000.00	2.58%
	SOBO Misc.	655.00	2,770.57	15,000.00	13.85%	20,000.00	1.03%
	Capital Improvements		1,501.66	37,500.00	3.00%	50,000.00	2.58%
	Supplies	1,691.99	10,123.27	15,000.00	50.62%	20,000.00	1.03%
	Uniforms	456.46	3,889.36	7,500.00	38.89%	10,000.00	0.52%
	Ambassador Welfare	679.41	8,048.42	15,000.00	40.24%	20,000.00	1.03%
	Truck / P.W. Maintenance	136.51	4,088.27	7,500.00	40.88%	10,000.00	0.52%
	Automobile Insurance		6,855.00	7,500.00	68.55%	10,000.00	0.52%
	Total SOBO	76,317.48	687,214.12	787,500.00	65.45%	1,050,000.00	54.22%
	TOTAL EXPENSES	138,168.01	1,023,968.53	1,452,493.31	52.87%	1,936,657.74	100.00%



June 21, 2023

Mr. Rick Lemmo, President
Board of Directors
Greater Downtown Glendale Association

SUBJECT: Addendum to New City America Administration Contract

Dear Rick and Board Members:

As per the vote of the Board of Directors at its June 13th, 2023 meeting, New City America agrees to the following amendments in regard to management of the GDGA:

1. New City America will continue its contract to manage the Greater Downtown Glendale Association (CBD) for 3 additional years, commencing December 1st, 2023.
2. New City America will assume a 5% maximum increase per year, to cover inflationary costs, mostly tied to labor. The first 5% increase would be realized in December 2023, the month that the fiscal year begins each year.
3. The Greater Downtown Glendale Association shall retain a 30 day escape clause to terminate this agreement, with cause, as part of this amendment.

We agree to all of the conditions of the Board of Directors regarding its sub-contractors and managers and look forward to working with the DGA in the coming years.

Sincerely,

A handwritten signature in black ink, appearing to read "Marco Li Mandri", with a long horizontal flourish extending to the right.

Marco Li Mandri
President, New City America



Corporate Office ■ 2011 W. California Street ■ San Diego, CA 92110 ■ 888 356-2726 ■ Fax 619-239-7105
Midwest Office: 300 N. State Street ■ Ste 4710 ■ Chicago Ill. ■ 60654
New England Office: 42 Pearl Street ■ New Bedford, MA ■ 02740
mail@newcityamerica.com ■ www.newcityamerica.com ■ Facebook: New City America, Inc.

June 2023

Partnership Agreement

Greater Downtown Glendale Association

Mustang Marketing Looks forward to continuing their long term partnership with the Greater Downtown Glendale Association (GDTG). Below is Mustang's agreement to abide by the three terms that the board of directors set in motion at the meeting on June 13, 2023.

Partnership Agreement

- Three year term commencing on July 1, 2023.
- 30 day escape clause with cured period.
- Annual increase not to exceed 5% from the previous year.

TERMS AND CONDITIONS

Independent Contractor: The parties agree that Mustang is an independent contractor in the performance of the services and is not an employee of GDGA. GDGA shall take no deductions from any compensation paid to Mustang for taxes or related payroll deductions, and Mustang agrees to file all such forms and pay all such taxes as may be required by virtue of Mustang's status as an independent contractor. GDGA shall carry no workers' compensation, health, accident or disability insurance to cover Mustang or its personnel.

Confidentiality: Mustang agrees to keep confidential and not to disclose or make any unauthorized use of any trade secrets, confidential information, knowledge, data or other information of GDGA.

Term and Termination: This agreement shall commence when signed and continue for three years. Either party may terminate this agreement by delivering written notice at least 30 business days in advance of the desired termination date. If either party defaults in the performance of any material provision of this agreement, the non-defaulting party may terminate this agreement upon notice thereof.

Agents: Mustang shall be permitted to engage and/or use third parties or other service providers as independent contractors or otherwise in connection with the services. Notwithstanding, Mustang shall remain fully responsible for such agents' compliance with the various terms and conditions of this agreement.

Force Majeure: Neither party shall be liable for its failure to perform under this agreement to the extent the non-performance is caused by events or conditions beyond that party's control, or provided that party gives prompt notice to the other party and makes all reasonable efforts to perform.





We look forward to continue working with you. Please contact Dianne McKay with any inquiries related to this proposal.

Dianne B McKay

Dianne B. McKay
Mustang Marketing

Rick Lemmo
Greater Downtown Glendale Association

Date: _____

Date: _____



District Maintenance Services, LLC
100 N Brand Blvd Suite 520
Glendale, CA 91203
818-856-0064



June 18, 2023

Greater Downtown Glendale Association
100 North Brand Blvd
Glendale, CA 91203

To Whom It May Concern:

District Maintenance Services agrees to the new contract as approved by the GDGA board on June 13, 2023. We understand and agree to the following.

1. Three year lease term commencing on July 1, 2023
2. There is a 30-day escape clause with period, with cause
3. Annual increase will not exceed 5% from the previous year

Sincerely,

Craig Maltman
President, District Maintenance

Service Agreement

THIS SERVICE AGREEMENT (the "Agreement") IS EFFECTIVE ON OCTOBER 1, 2023.

<p>CLIENT Greater Downtown Glendale Association 100 N. Brand Blvd., Suite 508 Glendale, CA 91203</p>	<p>CONSULTANT Sedna Solutions P.O. Box 10897 Glendale, CA 91209</p>
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BACKGROUND. The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide services to the Client. The Consultant is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES. The Client hereby agrees to engage the Consultant to provide the Client with the following services (the "Services"):

- Website Management
- Mobile App Management

TERM. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until September 30, 2026, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties. Either Party may terminate this Agreement for convenience with a ninety (90) day written notice. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party provide written notice of the material breach and a thirty (30) day cure period.

COMPENSATION. The Consultant will charge the Client for the Services at \$800.00 per month (the "Compensation"). The Client will be invoiced every month. The invoices submitted by the Consultant to the Client are due within thirty (30) days of receipt. The Consultant reserves the right to increase the Compensation on an annual basis with written notice and in an amount not to increase five percent (5%) from the prior year.

GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

CLIENT

CONSULTANT

Signature

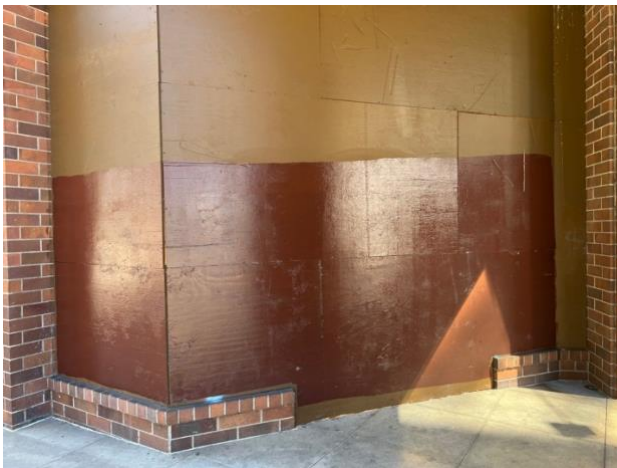
Signature

Name

Name

Date

Date





September 13, 2023

SUBJECT: CITY UPDATE

TO: GREATER DOWNTOWN GLENDALE ASSOCIATION – BOARD

FROM: Ani Pogossian
Economic Development Coordinator – ECONOMIC DEVELOPMENT, CITY OF GLENDALE

Please find the update below on City projects that may be of interest to members of the Board:

A. NEW BUSINESSES IN THE GREATER DOWNTOWN GLENDALE AREA

- Din Tai Fung- Glendale Galleria (Coming Soon)
- Pink Lady- Glendale Galleria (Coming Soon)
- Fat Sal's- (Coming Soon)
- Popeyes- Glendale Galleria (Coming Soon)
- Byredo- The Americana at Brand (Coming Soon)
- Greek Bistro- 135 N. Artsakh Ave. (Coming Soon)
- Stance- Glendale Galleria
- District Pub- Glendale Galleria (Coming Soon)
- Mango- Glendale Galleria (Coming Soon)

B. ARTSAKH CREATIVE UPDATE

- Public Works put out RFPs for construction bids and expect to select a vendor sometime in October and have Council award a bid in November. Sarkis Oganessian from Public Works will attend a future DGA meeting to notify the Board of the project timeline once a vendor has been selected.

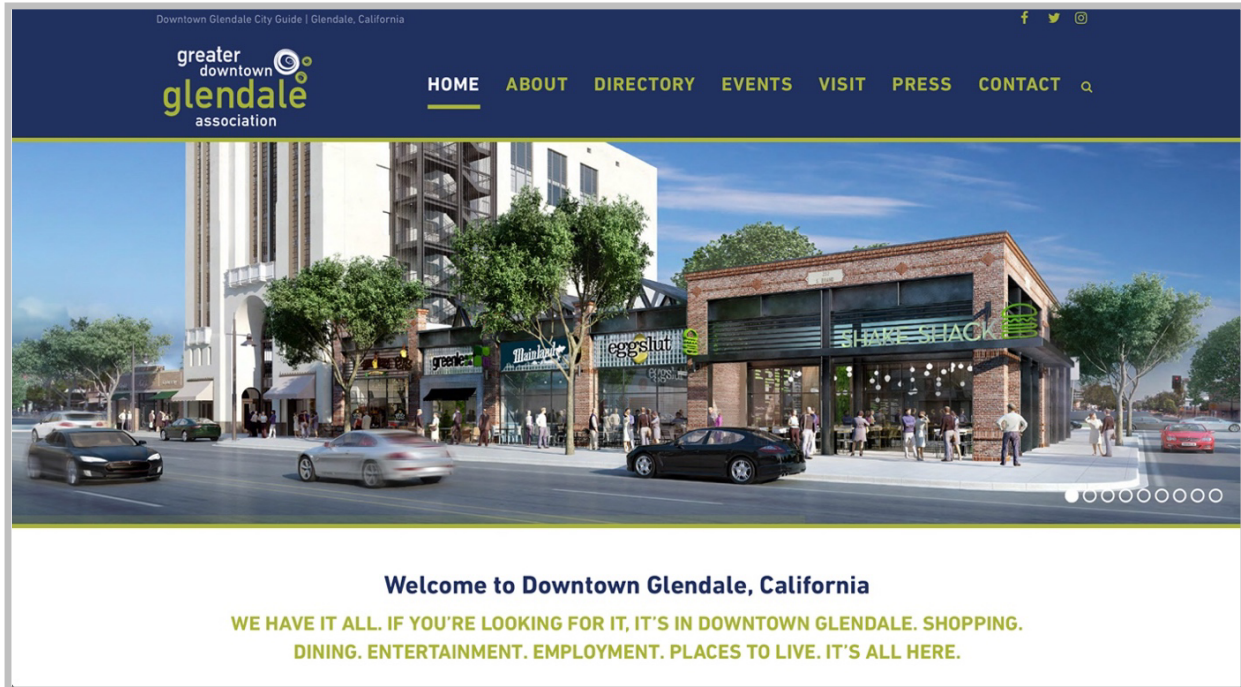
C. AL FRESCO UPDATE

- The Downtown Glendale Parklets are still being reviewed by staff and the third party consultants.

Greater Downtown Glendale Association

Website & Mobile App Report

September 2023



Website & Mobile App Tasks

- Added new articles to the Press section on the website and mobile app.
- Added new reports for Board and Committee meetings on the website.
- Managed business listings in the Directory on the website and mobile app.
- Managed event listings on the Events Calendar on the website and mobile app.
- Performed upgrade on the WordPress software and plugins for the website.