



AGENDA

REGULAR MEETING OF THE SUISUN CITY HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT BOARD OF DIRECTORS

**Monday, May 15, 2023
5:00 PM**

**Suisun City Council Chamber
701 Civic Center Blvd.
Suisun City, CA 94585**

NOTICE

Pursuant to Government Code Section 54953(b) the following Suisun City Historic Waterfront Business Improvement District Board of Directors meeting includes teleconference participation by:

- Board Member John Harter, Waterfront Comics, 609 Main Street, Suisun City, CA 94585
- Board Member Shelly Kontogiannis, Athenian Grill, 750 Kellogg Street, Suisun City, CA 94585.
- Board Member Megan Smith, Ironwood American Bistro, 203 Main Street, Suisun City, CA
- 94585 Board Member Elaine Byers, Edward Jones, 153 Valencia Drive, Fairfield, CA 94533

MEETINGS ARE HELD IN-PERSON - PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

Remote Public Comment is available by emailing clerk@suisun.com (prior to 4:00 pm) or via website or zoom

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

WEBINAR ID: 816 2478 0180

CALL IN PHONE NUMBER: (707) 438-1720

(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)

- 1. Call Meeting to Order**
- 2. Introductions**
 - i. City Representatives, City of Suisun City
 - ii. Business Representatives
 - iii. Guests
- 3. Public Comment**

4. Board Comments

5. Approval of Minutes

6. Financial Reports

A. Financial Reports - February, March 2023

7. Old Business

A. Mother's Day Recap - Cole-Rowe/all

B. Cinco de Mayo Recap - Richardson/Cole-Rowe

C. General meeting/town hall/mixer - May 24, 5 pm VFW - Richardson/Cole-Rowe

8. New Business

A. Discuss/approve Art, Wine & Music contract – Richardson/Cole-Rowe

9. Next BID Meeting: Monday, June 19, 2023 – 5 PM

On the horizon (future meetings)

- Meet with Public Works Director and City Manager; Update by-laws

Suisun City Waterfront BID

Checking (7199), Period Ending 02/28/2023

RECONCILIATION REPORT

Reconciled on: 04/24/2023

Reconciled by: Kristie Shields

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance.....	11,746.61
Checks and payments cleared (3).....	-1,325.14
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	10,421.47
Uncleared transactions as of 02/28/2023.....	-789.00
Register balance as of 02/28/2023.....	9,632.47
Cleared transactions after 02/28/2023.....	0.00
Uncleared transactions after 02/28/2023.....	-140.00
Register balance as of 04/24/2023.....	9,492.47

Details

Checks and payments cleared (3)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/18/2023	Bill Payment	3552	Clear Image Sign Co	-1,055.14
02/06/2023	Bill Payment	3555	Laura Cole-Rowe	-200.00
02/15/2023	Expense		Constant Contact	-70.00
Total				-1,325.14

Additional Information

Uncleared checks and payments as of 02/28/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/06/2023	Bill Payment	3554	Daily Republic	-550.00
02/06/2023	Bill Payment	3553	B&K Tax Service	-239.00
Total				-789.00

Uncleared checks and payments after 02/28/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/15/2023	Expense		Constant Contact	-70.00
04/17/2023	Expense		Constant Contact	-70.00
Total				-140.00

Suisun City Waterfront BID

Westamerica Bank Check Detail

February 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
Checking (7199)						
02/06/2023	Bill Payment (Check)	3553	B&K Tax Service			-239.00
						-239.00
02/06/2023	Bill Payment (Check)	3554	Daily Republic		C	-550.00
						-550.00
02/06/2023	Bill Payment (Check)	3555	Laura Cole-Rowe		R	-200.00
						-200.00
02/15/2023	Expenditure		Constant Contact	CONSTANTCONTACT 8552295506 / LAURA COLE	R	-70.00
				CONSTANTCONTACT 8552295506 / LAURA COLE		70.00

Suisun City Waterfront BID

Westamerica Bank Balance Sheet Detail

As of February 28, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
ASSETS									
Checking (7199)									
Beginning Balance									10,691.47
02/06/2023	Bill Payment (Check)	3553	B&K Tax Service					-239.00	10,452.47
02/06/2023	Bill Payment (Check)	3554	Daily Republic					-550.00	9,902.47
02/06/2023	Bill Payment (Check)	3555	Laura Cole-Rowe					-200.00	9,702.47
02/15/2023	Expenditure		Constant Contact					-70.00	9,632.47
Total for Checking (7199)								\$ -1,059.00	
Accumulated Amortization				CONSTANTCONTACT 8552295506 / LAURA COLE					
Beginning Balance									13,821.87
Total for Accumulated Amortization									
TOTAL ASSETS									
LIABILITIES AND EQUITY								\$ -1,059.00	\$23,454.34
Equity									
Opening Balance Equity									
Beginning Balance									56,894.03
Total for Opening Balance Equity									
Retained Earnings									
Beginning Balance									1,454.00
Total for Retained Earnings									
Retained Earnings									
Net Revenue								\$ -31,355.02	\$ -31,355.02
Total Equity								\$ -3,538.67	\$ -3,538.67
Total Liabilities and Equity								\$ -34,893.69	\$23,454.34
								\$ -34,893.69	\$23,454.34

Suisun City Waterfront BID

Checking (7199), Period Ending 03/31/2023

RECONCILIATION REPORT

Reconciled on: 04/24/2023

Reconciled by: Kristie Shields

Any changes made to transactions after this date aren't included in this report.

Summary

	USD
Statement beginning balance	
Checks and payments cleared (2)	10,421.47
Deposits and other credits cleared (0)	-620.00
Statement ending balance	9,801.47
Uncleared transactions as of 03/31/2023	
Register balance as of 03/31/2023	-239.00
Cleared transactions after 03/31/2023	9,562.47
Uncleared transactions after 03/31/2023	0.00
Register balance as of 04/24/2023	-70.00
	9,492.47

Details

Checks and payments cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/06/2023	Bill Payment	3554	Daily Republic	-550.00
03/15/2023	Expense		Constant Contact	-70.00
Total				-620.00

Additional Information

Uncleared checks and payments as of 03/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/06/2023	Bill Payment	3553	B&K Tax Service	-239.00
Total				-239.00

Uncleared checks and payments after 03/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/17/2023	Expense		Constant Contact	-70.00
Total				-70.00

Suisun City Waterfront BID

Westamerica Bank Check Detail

March 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
Checking (7199)						
03/15/2023	Expenditure		Constant Contact	CONSTANTCONTACT 8552295506 / LAURA COLE	C	-70.00
				CONSTANTCONTACT 8552295506 / LAURA COLE		70.00

Suisun City Waterfront BID

Westamerica Bank Balance Sheet Detail

As of March 31, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	DEBIT	CREDIT	AMOUNT	BALANCE
ASSETS									
Checking (7199)									
Beginning Balance									9,632.47
03/15/2023	Expenditure		Constant Contact	CONSTANTCONTACT 8552295506 / LAURA COLE	Office Supplies & Software		\$70.00	-70.00	9,562.47
Total for Checking (7199)								\$ -70.00	
Accumulated Amortization									
Beginning Balance									13,821.87
Total for Accumulated Amortization									
TOTAL ASSETS								\$ -70.00	\$23,384.34
LIABILITIES AND EQUITY									
Equity									
Opening Balance Equity									
Beginning Balance									56,894.03
Total for Opening Balance Equity									
Retained Earnings									
Beginning Balance									1,454.00
Total for Retained Earnings									
Retained Earnings									
Net Revenue								\$ -31,355.02	\$ -31,355.02
Total Equity								\$ -3,608.67	\$ -3,608.67
Total Liabilities and Equity								\$ -34,963.69	\$23,384.34
								\$ -34,963.69	\$23,384.34

Suisun Historic Waterfront BID
2023 Budget Approved

	2023 Approved Budget	CURRENT
Ordinary Income/Expense		
Income		
REVENUE		
Mothers Day Income	10000	
Business Assessments	13000	
Art Wine Income/Other Event Income	14000	
Total REVENUE	37000	
Transfer from reserve	6000	
Total Income	43000	
Expense		
Advertising Expense		
Electronic Media	500	
Print Media	500	
Social Media Campaigns	600	
Marketing Program	9250	
Total Advertising Expense	10850	
Event Expenses		
Art Wine/Other Event Expenses	8,000.00	
Mothers Day Craft Faire	6,000.00	2554.86
Restaurant Week	2000	1653
BID Mixer/Quarterly meetings	500	
Total Event Expenses	16500	
Operating Expenses		
Accounting Fees	1500	170
Bank Charges	200	
Contract Labor	6,000.00	
Insurance	2100	
Miscellaneous Expenses (banners, etc)	700	152.14
Office Supplies	600.00	70

Postage, shipping, delivery	300	
Tax Preparation	800	
Taxes	200.00	
Web Hosting & Upgrades	500.00	20.17
Total Operating Expenses	<u>12900</u>	
Beautification - Cleanup	<u>0</u>	
Total Expense	<u>40,250.00</u>	
Net Ordinary Income	<u>2,750.00</u>	
Net Income	<u>2,750.00</u>	

**Professional Services/Event Planning for Art, Wine & Music Event
For the Suisun City Historic Waterfront Business Improvement District**

SUISUN CITY HISTORIC WATERFRONT BID

2023 AGREEMENT FOR SERVICES

This agreement is between Suisun City Historic Waterfront BID, hereinafter referred to as “SCHWBID”, and Tamuri Richardson, TLSP Marketing Firm, hereinafter referred to as “Event Planner”.

SCHWBID requires services for a qualified independent contractor for professional special event services for the district.

Scope of Work:

Duties related to SCHWBID’s participation in the following event: Art, Wine & Music Event at the Suisun Waterfront on TBD October 2023 from 10 a.m. – 4 p.m. This will include solicitation of participants for event, mapping, and any other duties assigned to the Event Planner for the execution of said event, and on-site management the day of the event.

Rate:

Event Planner will charge qualified artisan vendors \$125 for their participation; qualified pre-packaged food vendors \$160; and \$250 for “eat-there” food vendors for their participation.

In addition the SCHWBID will pay Tamuri Richardson a contracted amount of \$5000.00, 1/2 \$2500.00 payment payable at the sign of contract and the remaining \$2500.00 balance payable within 10 days of the conclusion of the event.

Tamuri Richardson, TLSP Marketing Firm, will secure up to \$20,000.00 in sponsorships towards the Art, Wine & Music Events from corporations to the SCHWBID. Event planner will be responsible for \$520.00 towards Solano County Health Department fees.

SCHWBID’s Responsibilities

SCHWBID will pay for advertising, ½ of postcards ordered, advertising, signage, portable toilets, ABC permit, tables/tent rentals, and assorted supplies needed. SCHWBID will provide social media, press releases and website services for the event. SCHWBID will not pay for any services by other independent contractors the day of the event. Event Planner is responsible for printing, postage and office supplies for solicitation and confirmation of qualified vendors.

Timeline:

Work shall commence immediately for solicitation of vendors for the events, and have a monthly status update for our Board meeting keeping us informed up until the event.

Event planner is willing to perform these services pursuant to the terms and conditions set out in this agreement.

IT IS MUTUALLY AGREED, as follows:

SCOPE OF SERVICES

SCHWBID hereby engages the event planner, and event planner agrees to perform the services as described above.

METHOD OF PAYMENT

Event Planner shall be paid as follows: Event Planner will charge qualified artisan vendors \$130 for their participation; qualified pre-packaged food vendors \$165; and \$260 for "eat-there" food vendors for their participation. In addition the SCHWBID will pay Tamuri Richardson a contracted amount of \$5000.00, 1/2 \$2500.00 payment payable at the sign of contract and the remaining \$2500.00 balance payable within 10 days of the conclusion of the event.

WARRANTY

SCHWBID has relied upon the professional ability and training of the Event Planner as a material inducement to enter into this Agreement. The Event Planner hereby warrants that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptances of the Event Planner's work by SCHWBID shall not operate as a waiver or release.

MODIFICATIONS AND TERMINATION

This agreement may be modified or amended only by written instrument signed by the parties hereto, and the compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance of nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing, by SCHWBID.

This agreement may be terminated by the SCHWBID with 30-day notice, without cause, upon written notification to the Event Planner. The Event Planner may terminate this Agreement upon thirty (30) days written notice to SCHWBID provided Event Planner completes all pending tasks assigned to it by SCHWBID. Following termination by SCHWBID or the Event Planner, the Event Planner shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

LAWS, REGULATIONS, PERMITS AND SAFETY

The Event Planner shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Event Planner shall be liable for all violations of the law in connection with work furnished by the Event Planner. If the Event

Planner performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Event Planner shall bear all costs arising there from.

The Event Planner shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out the Event Planner's work, the Event Planner shall at all times, exercise all necessary precautions for the safety of employees and or volunteers appropriate to the nature of the work and conditions for the safety of employees and its volunteers.

INDEMNIFY AND HOLD HARMLESS

To the fullest extent permitted by law, the Event Planner will defend, indemnify and hold harmless SCHWBID, its directors, officers, employees or authorized volunteers, and independent consultants, and each of them from and against:

All claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the professional services, for damages to persons or property due to the Event Planner's negligent or willful acts, errors or omissions committed. The Event Planner shall defend itself against any and all liabilities, claims losses, damages, and costs arising out of or alleged to arise out of the event planner's performance or non-performance of the work hereunder, and shall not tender such claims to SCHWBID not its directors, officers, employees, or authorized volunteers, for defense or indemnity;

Any and all actions, proceedings, damages, costs, expense, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the event planner.

INSURANCE

Workers Compensation Insurance- By the Event Planner's signature hereunder, the Event Planner certifies that the Event Planner is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the Event Planner will comply with such provisions before commencing the performance of the work of this Agreement.

Liability Insurance- The Event Planner shall provide and maintain at all times during the performance of the Agreement, the following commercial general liability, professional liability and automobile liability insurance:

Coverage - Coverage shall be at least as broad as the following:

Coverage for Professional Liability appropriate to the Event Planner's profession covering the Event Planner's wrongful acts, negligent actions, error or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.

Insurance Services Office Commercial General Liability Coverage

(Occurrence Form CG 0001)

Insurance for contractual LIABILITY COVERAGE SUFFICIENTLY BROAD TO PROVIDE FOR THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREUNDER.

Limits - The Event Planner shall maintain limits no less than the following:

Professional Liability - One million dollars (\$1,000,000.00) per claim and annual aggregate.

General Liability - One million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

Sub-Contractors- In the event that the Event Planner employs other sub-contractors as part of the services covered by this Agreement, it shall be the Event Planner's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

COMPLIANCE WITH LAW

The event planner shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

RECORD RETENTION

Except for materials and records, delivered to SCHWBID, the Event Planner shall retain all materials and records, prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the conclusion of the event. Upon request by SCHWBID the Event Planner shall make such materials and records available to SCHWBID at no additional charge.

OWNERSHIP OF DOCUMENTS

All notes, materials and records of a draft or finished nature, such as plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, are the property of the Event Planner. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to SCHWBID at no additional charge and without restriction or limitation on their use.

SUBCONTRACTS AND ASSIGNMENT

This Agreement binds, the heirs, successors, assigns and representatives of the Event Planner. The Event Planner shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of SCHWBID, subject to any required state or federal approval.

NONRENEWAL

The Event Planner understands and agrees that there is no representation, implication, or understanding that the services provided by the Event Planner under this Agreement will be purchased SCHWBID under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Event Planner.

NON-AGENT

The Event Planner is an independent Event Planner of SCHWBID and shall not have the power or authority to act as the Agent of SCHWBID or to bind SCHWBID without its prior written authority.

COOPERATION WITH SCHWBID

Event Planner shall fully cooperate with SCHWBID during the course of performance of this Contract and at all times thereafter provided SCHWBID pays the reasonable costs of time and materials expended by Event Planner.

NOTICE

Any notices provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

SCHWBID

Laura Cole-Rowe
Suisun City Historic Waterfront BID
PO Box 566 Suisun City, CA 94585

EVENT PLANNER

Tamuri Richardson
98 Cernon Street, Ste 6762
Vacaville, CA 95688

The parties have executed this Agreement during the month of _____ on _____ in the year of _____.

Suisun City Historic Waterfront BID

Tamuri Richardson

By: _____

Laura Cole-Rowe

By: _____

Tamuri Richardson