



AGENDA

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

**Monday, January 23, 2023
5:00 PM**

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

NOTICE

The following Suisun City Historic Waterfront Business Improvement District Meeting includes participation by teleconference in accordance with subdivisions (b), (e), or (f) of Section 54953 of the Government Code, as applicable. The public may attend the meeting via the Application, Zoom.

*DUE TO CORONAVIRUS COVID-19 THE HISTORIC WATERFRONT BUSINESS IMPROVEMENT
DISTRICT MEETING WILL BE HELD VIA THE APPLICATION, ZOOM*

ZOOM MEETING INFORMATION:

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

WEBINAR ID: 898 9566 5686

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

1. Call Meeting to Order

2. Introductions

- i. City Representatives, City of Suisun City
- ii. Business Representatives
- iii. Guests

3. Public Comment

4. Board Comment

5. Approval of Minutes of Sept. 2022, Oct. 2022, Nov. 2022, Dec. 2022



6. Financial Report – Final for 2022 – Cole-Rowe – tabled until we can get online access to bank statements

7. Conversation with Jim Bermudez – Development Services Director, City of Suisun City (Invited)

8. Old Business

- A. Budget/BID Hearing Wrap Up/Approval – Cole-Rowe/all
- B. Restaurant Week, January 13-22, 2023 – Cole-Rowe

9. New Business

- A. Approval of Mother's Day Event Contract 2023 for B. Mossa – Cole-Rowe
- B. Discussion on Art, Wine & Music event and Cinco de Mayo event – Richardson /Cole-Rowe

10. Next BID Meeting: Monday, Feb 27, 2023 – 5 PM (third Monday is holiday)

On the horizon (future meetings)

- Meet with Nouae Vue – Public Works Director
- Meet with Greg Folsom – City Manager
- Update by-laws
- Brown Act changes – discussion and policy setting – Cole-Rowe



MINUTES

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

Monday, September 19, 2022

5:00 PM – 6:00 PM

Suisun City Council Chamber Via Zoom

Meeting called to order at 5:01 pm by President Laura Cole-Rowe.

Introductions

- i. City Representatives, City of Suisun City – Janet Hull
- ii. Business Representatives
 - Laura Cole-Rowe
 - John Harter
 - Magda Funk
 - Shelly Kontogiannis
 - Ed Kimble & Denise Kimble– Soulidified
 - Darrol Prill, VFW

Public Comment - None

Board Comment - None

Approve Minutes of August 18, 2022 – Moved by John Harter, seconded by Magda Funk. Motion carried.

Approve Treasurer's Report – Magda Funk read the report as presented in agenda package. Moved by John Harter, seconded by Shelly Kontogiannis. Motion carried

7. Old Business

Art, Wine & Music – Cole-Rowe went over the logistics for the event including Workplan, Timeline, schedule, the need for volunteers, Serv Safe Alcohol training for the ABC License, Vendors, Music, Dance Troup and Advertising. Discussion ensured about the event with board members reporting on what has been done. An ATM will be available. Darrol Prill will help with volunteers.

Election Procedure Update – Laura working on correct database.



September (October) Mixer Update – A mixer will be held after Art Wine & Music as volunteers are busy with that event now. Darrol Prill mentioned that we qualify to use the VFW at no cost. Laura will work with him to secure a date in late October.

New Business – End of the Year Report/BID Hearing – The report and new budget will be presented at the November BID meeting

Next BID Meeting: Monday, October 17, 2022 – 5:00 PM

Meeting adjourned at 6:17 p.m. The board moved to Closed Session for Personnel – Hiring of Administrative Coordinator.



MINUTES

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

Monday, October 17, 2022

5:00 PM – 6:00 PM

Suisun City Council Chamber Via Zoom

Meeting called to order at 5:01 pm by President Laura Cole-Rowe.

Introductions

i. City Representatives, City of Suisun City – Janet Hull

ii. Business Representatives

Laura Cole-Rowe

John Harter

Magda Funk

Shelly Kontogiannis

Ed and Denise Kimble, Souldified

iii. Public

Joe Joyce

Tamuri Richardson

JenaLee Dawson

Charles Lee

Ruth Forney

Public Comment - None

Board Comment - None

i. City Representatives, City of Suisun City

ii. Business Representatives

iii. Guests

Laura introduced Tamuri Richardson, New SCHWBID Administrative Coordinator – Tamuri spoke on what she would be doing in her new position.

Public Comment - none

Board Comment - none

Approval of minutes for September 2022 were tabled.

Approval of Treasurer's Report – Magda Funk. Magda Funk read the report as presented in agenda package. Moved by Shelly Kontogiannis, seconded by John Harter. Motion carried



7. Old Business

- A. Art, Wine & Music – Discussion on the event – what went great, and what could be approved upon. Brenda Mossa let Laura know that she will not be doing the event in 2023, but would continue with Mother's Day.
- B. Election Procedure Update - tabled
- C. October 26 Mixer, 5-7 pm VFW Building – Laura and Tamuri discussed the expectations of the event and what would be discussed. Tamuri will handle food donations; Laura will get refreshments. Discussion held.
- D. Halloween Parade – Tamuri has been passing out the flyers for the parade; flyers encourage businesses to hand out candy. Getting a good response.

8. New Business

- A. End of the Year Report/BID Hearing – preliminary report/discussion – Laura Cole-Rowe spoke about doing the budget, what was accomplished in 2022, plans for 2023 and outreach.
- B. Christmas plans – Saturday December 3 – the city will have vendors, food, entertainment, boat parade. Businesses will be encouraged to stay open that evening.

Magda announced that she will be closing her business at the end of December.

Meeting adjourned at 6:33 p.m.

9. Next BID Meeting: Monday, November 21, 2022 – 5:00 PM



MINUTES

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

Monday, November 21, 2022

5:00 PM – 6:00 PM

Suisun City Council Chamber Via Zoom

The meeting was called to order at 5:08 pm by President Laura Cole-Rowe.

2. Introductions

i. City Representatives, City of Suisun City – Kris Lofthus, Deputy City Manager

ii. Business Representatives

Laura Cole-Rowe

John Harter

Magda Funk

Shelly Kontogiannis

Megan Smith

iii. Guests

Jenalee Dawson, Councilperson-elect

Joe Joyce

Alma Hernandez, City of Suisun City Mayor-Pro-Tem

3. Public Comment - none

4. Board Comment – Cole-Rowe reported that she had a meeting with Jared at Fairfield Suisun Chamber.

5. Approval of Minutes of September 2022, October 2022 - Tabled

6. Treasurer's Report – Funk presented the treasurer's report as written. Moved by John Harter, seconded by Megan Smith to approve the report. Motion carried.

7. Old Business

A. Approval of End of the Year Report & Budget/BID Hearing – preliminary report/discussion; showing up at meeting(s) – Cole-Rowe and the board went over the report. Moved by John Harter, seconded by Megan Smith to approve the report. Motion carried.

B. October 26 Mixer – comments/report on event – Mixer was discussed by the board. Plans to have another, most likely in the first quarter of 2023.

C. Halloween Parade/Trick or Treat – Board and guests commented on the event – city hopes to expand next year.



8. New Business

- A. Restaurant Week, January 13-22, 2023 – Cole-Rowe has been working on the letters to the restaurants; to be sent out the first week of December.
- B. Christmas plans/flyer – Tamuri is working on flyer to be sent out to businesses. Lofthus went over what is planned for the event.
- C. Brown Act changes – Cole-Rowe went over the new rules for the Brown Act that will become effective 1-1-23, and how the agenda will need to be posted with addresses of where the board members are located, mostly likely at the end of February once the governor lifts the emergency order.

Adjournment - Moved by John Harter, seconded by Magda Funk to adjourn the meeting. Motion carried. Meeting adjourned at 6:17 pm.

Next BID Meeting: Monday, December 19, 2022 – 5:00 PM

On the horizon (future meetings)

- Meet with Jim Bermudez - Development Services Director
- Meet with Nouae Vue – Public Works Director
- Update by-laws



MINUTES

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

Monday, December 19, 2022

5:00 PM – 6:00 PM

Suisun City Council Chamber Via Zoom

1. Call Meeting to Order

2. Introductions

i. City Representatives, City of Suisun City – Janet Hull

ii. Business Representatives

Laura Cole-Rowe

John Harter

Magda Funk

Tamuri Richardson

iii. Guests

Donna LeBlanc

3. Public Comment – None

4. Board Comment – Cole-Rowe thanked Magda for her service on the board. It was requested that recorded board meetings be posted on our website for people who cannot attend. Janet will check into this.

5. Approval of Minutes of September 2022, October 2022, November 2022 – tabled

6. Treasurer's Report – Funk presented the treasurer's report as written. Moved by John Harter, seconded by Laura Cole-Rowe to approve the report. Motion carried.

7. Old Business

A. Budget/BID Hearing discussion from Dec. 6 council meeting; – Public Hearing on December 20– Cole-Rowe/all – Cole-Rowe gave report from the December 6 meeting and additional information requested. Cole-Rowe, Richardson and Harter will attend the meeting.

B. Restaurant Week, January 13-22, 2023 – Cole-Rowe sent out the request to participate to all restaurants; is starting to get menus back.

8. New Business – Discussion on upcoming meetings and department heads scheduled to attend. Meeting for January will be on January 23 as January 16 is MLK Holiday.



Adjournment - Moved by Magda Funk, seconded by John Harter to adjourn the meeting. Motion carried. Meeting adjourned at 6:04 pm.

9. Next BID Meeting: Monday, January 23, 2023 – 5:00 PM

On the horizon (future meetings)

- Meet with Jim Bermudez - Development Services Director
- Meet with Nouae Vue – Public Works Director
- Update by-laws
- Brown Act changes – discussion and policy setting – Cole-Rowe

Professional Services/Event Planning for Mother's Day Event 2023 for the Suisun City Historic Waterfront Business Improvement District

SUISUN CITY HISTORIC WATERFRONT BID

AGREEMENT FOR SERVICES

This agreement is between Suisun City Historic Waterfront BID, hereinafter referred to as "SCHWBID", and Brenda L. Mossa, 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: Mother's Day Artisan Fair at the Suisun Waterfront on Sunday, May 14, 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 \$130 for their participation; qualified pre-packaged food vendors \$165; and \$260 for "eat-there" food vendors for their participation.

SCHWBID will receive a contracted amount of \$3000.00 payable within 10 days of the conclusion of the event. SCHWBID understands that they will not receive any fees for SCHWBID members that participate in the event, or qualified non-profit organizations that participate in the event. 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. It is understood that SCHWBID will receive their contracted amount of \$3000.00 plus one half of the cost of postcards. This will be 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

Brenda L. Mossa
3250 Congressional Circle
Fairfield, CA 94534

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

Suisun City Historic Waterfront BID

Brenda L. Mossa

By: _____

By: _____

Laura Cole-Rowe

Brenda L. Mossa