



A G E N D A

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

MONDAY, JANUARY 22, 2024

5:00 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

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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 Megan Smith, Ironwood American Bistro, 203 Main Street, Suisun City, CA 94585
- Board Member Debra Newsome, 2924 Candleberry Way, 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: 885 6434 5319

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

Approval of Minutes of November 20, 2023 Meeting.

6. Financial Reports

Financial Reports: November 2023 and December 2023

7. Appointment of Elaine Byers to Secretary effective February 1, 2024

8. Old Business

- A. General meeting/town hall – Thursday, February 1, 6 pm online – speakers, topics
- B. BID Holiday Event – build for future – Cole-Rowe
- C. Hiring of Social Media/Website Coordinator – Cole-Rowe
- D. Recap of BID Annual Report/2024 Budget meetings – Cole-Rowe
- E. Restaurant Week

9. New Business

- A. Mother's Day 2024 - Contract signed with Mossa
- B. Marketing Work Plan Draft

Future Meetings

Thursday, February 1 – Town Hall online

Monday, February 26 – Regular BID meeting

March, 2024 – Joint meeting with City Council – TBD



MINUTES
SUISUN CITY HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT

Monday, November 20, 2023, 5:00 PM
Suisun City Council Chambers/Virtual Zoom

Board members present: Laura Cole-Rowe, John Harter, Elaine Byers, Megan Smith, Debra Newsome, Charmaine Gandy

City Staff: Janet Hull, Kris Lofthus

The meeting was called to order at 5:02 pm. Laura welcomed everyone to the meeting.

No Public Comment or Board comment.

Approval of Minutes – Moved by Smith, seconded by Harter to approve October minutes. Motion carried.

Financial Reports – Moved by Harter, seconded by Gandy to approve September & October 2023 financial reports. Motion carried.

Old Business

- A. General meeting/town hall – to schedule for January with speakers and also to reveal new workplan and solicit comments /input on it. Need committee to work on.
- B. Newsletter – Laura to get newsletter out regarding Christmas event.
- C. Art, Wine & Music preliminary report update – showing a loss of about \$1800; have not received sponsorship funds.
- D. Joint Council/BID meeting – Date has not yet been determined.

New Business

- A. Appointment of Secretary for BID board – Cole-Rowe – Discussion on appointing a secretary; Elaine volunteered but cannot start until the February meeting. Will bring back for formal vote next meeting.
- B. Holiday Event “piggyback” with tree lighting – will encourage businesses to stay open and hold a wreath decorating contest. Gandy/Cole-Rowe will work on details.
- C. By-Laws updates – Cole-Rowe went through the minor changes recommended in bylaws. Discussion held. Moved by Smith, seconded by Harter to approve. Motion carried.
- D. Support Letter for fishing dock grant – Hull explained the dock grant and how a support letter would help. Moved by Smith, seconded by Gandy to approve sending letter. Motion carried.
- E. Hiring of Social Media/Website Coordinator – Cole-Rowe wants to explore the possibility of hiring a professional social media/website coordinator and to track the productivity (metrics) of such. Will bring back at a later meeting with description.
- F. Approval of BID Annual Report/2024 Budget – Motion by Smith, seconded by Harter to approve report. Cole-Rowe asked that everyone attend the meetings on December 5 and December 19.

Next BID Meeting: Monday, December 18, 2023 – 5 PM

Moved by Smith, seconded by Harter to adjourn meeting at 6:01 PM. Motion carried.

Suisun City Waterfront BID

Checking (7199), Period Ending 11/30/2023

RECONCILIATION REPORT

Reconciled on: 01/04/2024

Reconciled by: Kristie Shields

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

Summary	USD
Statement beginning balance	11,828.38
Checks and payments cleared (2)	-881.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	10,947.38
Undeclared transactions as of 11/30/2023	-913.19
Register balance as of 11/30/2023	10,034.19
Cleared transactions after 11/30/2023	0.00
Undeclared transactions after 11/30/2023	-81.00
Register balance as of 01/04/2024	9,953.19

Details

Checks and payments cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
11/15/2023	Expense			-81.00
11/30/2023	Check	3573	Constant Contact	-800.00
Total				-881.00

Additional Information

Undeclared checks and payments as of 11/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/14/2023	Bill Payment	3576	Clear Image Sign Co	-433.19
11/15/2023	Bill Payment	3580	B&K Tax Service	-480.00
Total				-913.19

Undeclared deposits and other credits as of 11/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/25/2023	Bill Payment	3572	S&J Advertising Inc	0.00
Total				0.00

Undeclared checks and payments after 11/30/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/15/2023	Expense		Constant Contact	-81.00
Total				-81.00

Suisun City Waterfront BID

Westamerica Bank Check Detail

November 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
Checking (7199)						
11/15/2023	Bill Payment (Check)	3580	B&K Tax Service			-480.00
						-480.00
11/15/2023	Expenditure		Constant Contact	CONSTANTCONTACT 8552295506 / LAURA COLE	R	-81.00
				CONSTANTCONTACT 8552295506 / LAURA COLE		81.00
11/30/2023	Check	3573		CHECK 3573	R	-800.00
				CHECK 3573		800.00

Suisun City Waterfront BID
Westamerica Bank Balance
November 30th 2023

Checking (7199)	<hr/>	10,947.38
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TOTAL	<hr/>	\$	10,947.38	\$	0.00
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Monday, Aug 07, 2023 11:09:23 AM GMT-7 - Cash Basis

Suisun City Waterfront BID

Checking (7199), Period Ending 12/29/2023

RECONCILIATION REPORT

Reconciled on: 01/04/2024

Reconciled by: Kristie Shields

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

Summary	USD
Statement beginning balance	10,947.38
Checks and payments cleared (1)	-81.00
Deposits and other credits cleared (0)	0.00
Statement ending balance	10,866.38
Uncleared transactions as of 12/29/2023	-913.19
Register balance as of 12/29/2023	9,953.19

Details				
Checks and payments cleared (1)				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/15/2023	Expense		Constant Contact	-81.00
Total				-81.00

Additional Information				
Uncleared checks and payments as of 12/29/2023				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/14/2023	Bill Payment	3576	Clear Image Sign Co	-433.19
11/15/2023	Bill Payment	3580	B&K Tax Service	-480.00
Total				-913.19

Uncleared deposits and other credits as of 12/29/2023				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/25/2023	Bill Payment	3572	S&J Advertising Inc	0.00
Total				0.00

Suisun City Waterfront BID

Westamerica Bank Check Detail

December 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
Checking (7199)						
12/15/2023	Expenditure		Constant Contact	CONSTANTCONTACT XXXXXX5506 / LAURA COLE	R	-81.00
				CONSTANTCONTACT XXXXXX5506 / LAURA COLE		81.00

Suisun City Waterfront BID
Westamerica Bank Balance
December 29th 2023

Checking (7199)	<hr/>	10,866.38
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TOTAL	<hr/>	\$ 10,866.38	\$ 0.00
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Monday, Aug 07, 2023 11:09:23 AM GMT-7 - Cash Basis

Suisun Historic Waterfront BID
2023 Budget Approved

	2023 Approved Budget	CURRENT
Ordinary Income/Expense		
Income		
REVENUE		
Mothers Day Income	10000	10359
Business Assessments	13000	9,486
Art Wine Income/Other Event Income	14000	3218
Total REVENUE	37000	23063
Transfer from reserve	6000	
Total Income	43000	23063
Expense		
Advertising Expense		
Electronic Media	500	
Print Media	500	1123.19
Social Media Campaigns	600	
Marketing Program	9250	7926.74
Total Advertising Expense	10850	9049.93
Event Expenses		
Art Wine/Other Event Expenses	8,000.00	5572.45
Mothers Day Craft Faire	6,000.00	5189
Restaurant Week	2000	2507.36

Professional Services/Event Planning for Mother's Day Event 2024 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 12, 2024 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, entertainment, 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, President
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: _____

Laura Cole-Rowe

By: _____

Brenda L. Mossa

Draft SCHWBID Marketing Work Plan January, 2024

Goal 1: Expand awareness of Suisun City Waterfront as a local source for food and drink, entertainment, recreation and other related businesses.

- Message needs to be consistent throughout all marketing collateral.
- Consistent use of name.
- Create a consistent image in all communication pieces and printed marketing collateral.
- Work toward listing all venues, business and attractions on website.
- Clearly indicate what is open to the public, hours, and what the visitor can see or do.
- Look at costs of directional signage in and around the Waterfront for businesses (ARPA money?)
- Have all members and supporting businesses use the **Suisun City Waterfront** logo in their individual marketing collateral and promotional pieces.

Goal 1, Objective 1: Continue to establish the website as the central point of information

- Enhance the visual aspects of the website to create more interest/impact.
Map of where Suisun Waterfront is located to help link consumer to the area.
- Add YouTube channel; consider live webcam on the Waterfront?
- Information for consumer to contact – phone number, email.
- Businesses need descriptive pictures and short descriptions on website.
- Connect all social media to website.

Goal 1, Objective 2: Develop a series of promotional and advertising streams targeted directly to reach local residents

- **Target large employers with concentrated pools of employees.** Distribute QR code postcard and create calendar list of all events (BID and others) for distribution. Strategically distribute the information in key locations such as large employers' lunchrooms, teachers lunchrooms, community bulletin boards, etc.
- **Participate in large community events.** If it can be staffed by BID volunteers, have a booth promoting the waterfront at large community based events in Suisun
 - Have a magnet with logo and website as a giveaway.
- **Create a comprehensive press kit to be used as a tool to contact regional, State and even national media.**
- **Add an area on the website specific for media, travel writers and tour**

operators.

- Offer information/tours to travel writers.
- Search out low to no cost advertising targeted at reaching regional markets
- May is National Small Business Month
 - Brainstorm on low-cost promotion – even if it is an article in the paper or social media posts.
- Social Media Marketing
 - Consistent posting on all social media channels – best to hire someone for this task.
- Downloadable podcast on the website promoting waterfront, businesses and things to do.
 - Later editions can include history of the area, and special podcasts on upcoming events, etc.
- Create a Blog for the Suisun Waterfront
- Determine the Return on Investment (ROI) with marketing and advertising programs

Goal 1, Objective 3: Educate city residents about the importance of supporting local businesses and increase their awareness of local businesses and purchasing opportunities

- Provide articles about what is happening in Suisun City Waterfront for other local organizations' newsletters.
- Regular press releases
- Speaker bureau to local clubs and organizations
- Adopt or encourage others to adopt streets for clean-up once a quarter. Check into validity with City post signage for the Adopt a Street on light poles.
- New business packet
 - Information on BID
 - Postcard
 - JPG with logo electronically that they can use on their website, social media, etc.
 - Get all information to get their business on our website

Goal 2: Build support for Waterfront businesses as a vital economic development base for Suisun City.

- Dispel “unsafe” area chatter
- Enhance communication networks and outreach efforts to build support for the

- importance of independently owned businesses
- Enlist advocates outside of BID boundaries as champions of the waterfront
- Make sure that all City Council members and key staff receive the BID newsletter
- Each year, hold a work session/joint meeting between the BID and the city council to review BID accomplishments, discuss priorities and address any issues or needs.
- Develop a training program for the frontline employees of hotels, restaurants and other related visitor/tourist-based operations.
- Work with members and related businesses to strengthen customer relations and foster a “visitor friendly” environment throughout Suisun City Waterfront.
- Create Community Data Bank to educate businesses about the community and surrounding area so that when a visitor asks a question about where to eat or what to visit, any member enterprise or related business can answer it with detail, enthusiasm and sincerity. Questions that members or related businesses should be able to answer include:
 - *Are there any museums or historical sites in the community?*
 - *What kinds of lodging accommodations are available?*
 - *Can you recommend a good place to eat?*
 - *Are there any local activities or special events occurring in the next two days?*
 - *Where is there shopping?*
 - *What is it like living in this community?*
- Advocate for wayfinding throughout the Waterfront.
- Develop a series of promotional and advertising venues targeted directly to reach the new residents moving into the region

Goal 3: Establish the organizational capacity to sustain current activities and develop new programs.

- Diversify funding base
 - Pursue Sponsorship/Advertising Opportunities
 - Researching and applying for grants under 501c3 sister organization for projects
 - Pursue funding from city’s ARPA funds
- Future leadership expands knowledge of downtown development and management.
- Conduct field trips to other downtowns and meet with key stakeholders and partners.
- Strengthen/pursue relationships with other organizations.

Trade Area

- Define local trade area and demographics

