

AGENDA

Yuba City DBA/BID Board Meeting Plumas Street Shopping District

April 6, 2023 ~ 8:30 am - 741 Plumas Street, Yuba City - (The Happy Viking)
Zoom Call Option - Meeting ID: 915 3781 3150 - Passcode: vee8gX

Meeting called to order	Santee Drown
Roll Call of Board Members	Natalie Syverson
Approval of Agenda.....	Santee Drown
Approval of YCDBA Board Meeting Minutes	March 2, 2023 Minutes
Correspondence	Judy Brogden
Board Liaisons:	
Jesse Alexander - Yuba City Fire Department	
Drew Mitchell – Yuba City Community Policing Officer	
Troy Koski – Yuba City Police Homeless Officer	
Brad McIntire - Yuba City Community Services Director	
David C. Giongco – Yuba City Deputy Public Works Director	
Kristen Perry - Yuba Sutter Chamber of Commerce	
Introduction of Guests	Santee Drown
Treasurer’s Report (5 minutes)	Scott Sargent
a.....	Current Financial Reports
b	March – BID Billing
Coordinator’s Report (5 minutes)	Judy Brogden
a. Social Media	Facebook, Instagram and Website
b. Merchant Highlights	Monthly Schedule
c. Coordinators Time Update	March’s Monthly Activities
Membership (5 minutes)	Judy Brogden
a	Merchant Update
Committees	
Events (10 minutes)	Teresa Schmidt
a	Bunny Hop – April 1, 2023 – Report
b	Summer Stroll – June 17, 2023
Marketing (10 minutes)	Ken Wood / Ryan Henshaw
a	Member Highlights
Executive (5 minutes)	Santee Drown
a.	Newsletter – April Issue
b.	Collections Agency Contract Review/Vote

MISSION STATEMENT

“To preserve, promote and encourage aspiring businesses and provide a safe, clean center of culture and community life for residents and visitors alike.”

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March 2023 YCDBA Meeting Dates

YCDBA Events Committee: April 11 @ 10 am
YCDBA Marketing Committee: April 11 @ 9 am
YCDBA Executive Board: April 25th 8:30 am
Next YCDBA Meeting – May 4, 2023
The Happy Viking @ 8:30 am

Local Government Meetings:

Yuba City Council: April 4th & 18th @ 9 am
1201 Civic Center Blvd., Yuba City, CA 95993

Yuba City Planning Commission: April 12th & 26th @ 6 pm
1201 Civic Center Blvd., Yuba City, CA 95993

Sutter County Board of Supervisors – April 11th & 18th @ 3pm
1201 Civic Center Blvd., Yuba City, CA 95993

Adjourn meeting

MISSION STATEMENT

“To preserve, promote and encourage aspiring businesses and provide a safe, clean center of culture and community life for residents and visitors alike.”

Yuba City Downtown Business Association
 Minutes of the Board Meeting March 2, 2023
 Meeting called to order by Sandee Drown: 8:32am

Roll Call

Name / Title	Present	Absent	Excused
Sandee Drown, President	X		
Ryan Henshaw, Vice President		X	
Scott Sargent - Treasurer	X		
Natalie Syverson- Secretary	X		
Danielle Blackmer, Director		X	
Teresa Schmidt, Director	X		
Kenneth Wood, Director		X	
Stacie Bedford, Director	X		
Rubi Ibarra, Director	X		
Steve Kroeger, Director		X	
Jesse Alexander, Liaison	X		
Michelle Brazil/Drew Mitchell Liaison	X		
Troy Koski, Liaison	X		
Brad McIntyre, Liaison		X	
Kristen Perry, Liaison	X		

Agenda approved- Scott/Teresa
 Minutes approved- Natalie/Scott
 Correspondence- DBA billing from Feb.

Liaison Reports: -

Jesse: 3 new to fire academy. Ladder is in Sac in 2 weeks will be @ station #3. Sikh parade April 9, 12-4pm @ Hayne Ave. YC
 Drew: Business Academy Class dates: April 19, 26, May3 1-4pm @ PD
 Troy: David will not be downtown for some time coming. Stephon and Caesar are back downtown. Common link is mental health. Getting many to camping overnight due to rain.
 Brad: not present
 David Gianco-met with Cal Trans to get different timelines. Deliver that by 2024.
 Kristen: YouCan legislation forum March 24 2-4:30 Cinemark Galleria Roseville
 Guests: Lee Jones Harkey House - March will be 40th year in business. Going to meet with Blue Zones, they are booked in April for Sting concert coming up.
 Dave Holycross- 25 years in businesses
 Brett- BFS Printing going on 32 yrs. Business.
 Melanie & Luis- So- Sweets and Build a Bear- happy to be part of the community.

Treasurer: \$4760 total income \$2700 income- before dues out-\$45500 bank again ballooned from current invoicing.

Coordinator: Social media-website updated- upcoming events listed. Business of the month, meetings, and past agendas there also. Events all listed. Contact page is up and running. IG is up and running. FB Monday merchants happening, Newsletter out next week.

Membership: Revamp zoning map and memberships. Work with businesses coming downtown along with communication to them.

Events: Bunny Hop April 1st 10-12pm scavenger hunt will have 2 bikes donated by Twin Cities, putting stroll budget together.

Marketing: New tree lights going up- FB links on website

Sandee Exec: Restraining order is available to everyone. Sandee will help if needed. Collections agreement review and vote.

Meeting end: 9:30 Natalie

Yuba City Downtown Business Assoc.
Balance Sheet
As of April 3, 2023

	<u>Apr 3, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Sutter Community Bank	52,415.79
Total Checking/Savings	52,415.79
Accounts Receivable	
*Accounts Receivable	(31.88)
Total Accounts Receivable	(31.88)
Other Current Assets	
Accounts Receivable	22,996.08
Allowance for Doubtful Accounts	24,811.13
NACC-TEL Shares	1,053.00
Security Deposit	(50.00)
Undeposited Funds	686.00
Total Other Current Assets	49,496.21
Total Current Assets	101,880.12
Fixed Assets	
Accum Depr	(1,849.40)
Bad Debt	4.03
Furn & Equipment	6,774.95
Total Fixed Assets	4,929.58
TOTAL ASSETS	<u>106,809.70</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	614.54
Total Other Current Liabilities	614.54
Total Current Liabilities	614.54
Total Liabilities	614.54
Equity	
Retained Earnings	98,108.65
Net Income	8,086.51
Total Equity	106,195.16
TOTAL LIABILITIES & EQUITY	<u>106,809.70</u>

Yuba City Downtown Business Assoc.
Profit & Loss
March 2023

	<u>Mar 23</u>
Ordinary Income/Expense	
Income	
Associate Member Dues	1,750.00
BID Dues	9,090.00
Total Income	<u>10,840.00</u>
Gross Profit	10,840.00
Expense	
Bank Service Charges	17.00
Contracted Employee	2,000.00
Dues and Subscriptions	110.51
Equipment Rental	
Event Equipment	643.50
Total Equipment Rental	643.50
Event Prizes	418.07
Internet Services	465.79
Office Supplies	98.39
Printing and Reproduction	162.06
Rent	
Storage	330.00
Total Rent	330.00
Telephone Expense	81.08
Total Expense	<u>4,326.40</u>
Net Ordinary Income	<u>6,513.60</u>
Net Income	<u><u>6,513.60</u></u>

Yuba City Downtown Business Assoc.

A/R Aging Summary

As of April 3, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
+ County of Sutter	0.00	0.00	0.00	0.00	2,500.00	2,500.00
+ Praise Chapel	0.00	0.00	250.00	0.00	250.00	500.00
+# Enterprise Rancheria	0.00	0.00	250.00	0.00	250.00	500.00
+# Recology Yuba Sutter	0.00	0.00	250.00	0.00	500.00	750.00
+# Sutter North Medical Fndn	0.00	0.00	250.00	0.00	0.00	250.00
+# Twin Rivers Polaris	0.00	0.00	250.00	0.00	0.00	250.00
+# YS Chamber of Commerce (C)	0.00	0.00	250.00	0.00	0.00	250.00
5 Guys Printing, Inc	0.00	0.00	250.00	0.00	250.00	500.00
A&E Kings Boutique	0.00	0.00	385.00	0.00	385.00	770.00
Acambaro Bakery	0.00	0.00	385.00	0.00	0.00	385.00
As you Whish Salon & Beauty Bar	0.00	0.00	385.00	0.00	0.00	385.00
Babies to Teen Consignment Shop	0.00	0.00	0.00	0.00	385.00	385.00
Beck's Shoes	0.00	0.00	385.00	0.00	1,155.00	1,540.00
Best Collateral	0.00	0.00	250.00	0.00	0.00	250.00
Black Heart Tattoo & Art Gallery	0.00	0.00	385.00	0.00	385.00	770.00
Blue Zones Project - Yuba City	0.00	0.00	385.00	0.00	0.00	385.00
Bombshell Salon	0.00	0.00	385.00	0.00	1,540.00	1,925.00
Budget Blinds of Yuba City	0.00	0.00	250.00	0.00	0.00	250.00
Center Street Salon & Spa	0.00	0.00	180.00	0.00	60.00	240.00
Citizens Business Bank	0.00	0.00	875.00	0.00	0.00	875.00
CoreCycle Fitness	0.00	0.00	385.00	0.00	0.00	385.00
Creative Interiors	0.00	0.00	385.00	0.00	0.00	385.00
Cupcake Magic	0.00	0.00	385.00	0.00	1,540.00	1,925.00
DrapedNTaped	0.00	0.00	385.00	0.00	385.00	770.00
E & J Music Lounge	0.00	0.00	0.00	0.00	128.33	128.33
Ellis DDS, Inc.	0.00	0.00	0.00	0.00	(31.82)	(31.82)
Erica's Hair Studio	0.00	0.00	385.00	0.00	0.00	385.00
Europa	0.00	0.00	385.00	0.00	0.00	385.00
Fernando's Cali Kitchen	0.00	0.00	180.00	0.00	0.00	180.00
Hola Services	0.00	0.00	350.00	0.00	350.00	700.00
IQ Fit	0.00	0.00	385.00	0.00	385.00	770.00
Justin's Kitchen	0.00	0.00	560.00	0.00	560.00	1,120.00
Korean Karate	0.00	0.00	385.00	0.00	720.00	1,105.00
KV Nails ~ Spa Salon	0.00	0.00	385.00	0.00	(0.02)	384.98
La Flor de Michoacan	0.00	0.00	385.00	0.00	673.72	1,058.72
Lee's Canton Restaurant	0.00	0.00	180.00	0.00	720.00	900.00
Natalie Syverson Photography	0.00	0.00	0.00	0.00	(0.04)	(0.04)
NEXA Mortgage	0.00	0.00	250.00	0.00	250.00	500.00
Novedades Chanito Perez	0.00	0.00	385.00	0.00	170.00	555.00
Novedades Espinoza	0.00	0.00	385.00	0.00	99.15	484.15
Obsidian Direct	0.00	0.00	385.00	0.00	0.00	385.00
Ocean Massage	0.00	0.00	385.00	0.00	288.00	673.00
Phoenix Martial Arts	0.00	0.00	385.00	0.00	385.00	770.00
Phoenix Ridge	0.00	0.00	385.00	0.00	0.00	385.00
Queen Penny	0.00	0.00	180.00	0.00	70.00	250.00
Queen Penny Display Shop	0.00	0.00	385.00	0.00	930.40	1,315.40
Righteous Ink	0.00	0.00	385.00	0.00	1,540.00	1,925.00
Royal Jewelers	0.00	0.00	385.00	0.00	0.00	385.00
Shadd's Vacuum Service	0.00	0.00	180.00	0.00	0.00	180.00
Si-Jo-Vi Stuff A Bear and Sawyers	0.00	0.00	385.00	0.00	0.00	385.00
Simply Divine Academy North	0.00	0.00	385.00	0.00	32.08	417.08
Stanton Optical	0.00	0.00	385.00	0.00	0.00	385.00
Stay Faded	0.00	0.00	385.00	0.00	1,540.00	1,925.00
Steele House Coffee	0.00	0.00	180.00	0.00	0.00	180.00
Studio 622	0.00	0.00	385.00	0.00	0.00	385.00
Teegarden House & Event Center	0.00	0.00	350.00	0.00	350.00	700.00
The Cellphone	0.00	0.00	385.00	0.00	1,155.00	1,540.00
The City Club	0.00	0.00	560.00	0.00	560.00	1,120.00
The Theater Gallery	0.00	0.00	385.00	0.00	385.00	770.00
Visual Impact	0.00	0.00	385.00	0.00	0.00	385.00
Wilbur Ellis	0.00	0.00	180.00	0.00	0.00	180.00
TOTAL	0.00	0.00	19,645.00	0.00	20,844.80	40,389.80

COLLECTION AGREEMENT

This Agreement made and entered into this _____ day of _____, _____, by and between States Recovery Systems, Inc. located at 2491 Sunrise Blvd., Rancho Cordova, CA 95670, hereinafter referred to as "Agency" _____, hereinafter referred to as "Client".

TERMS AND CONDITIONS

WHEREAS, Client may have unpaid accounts which it may desire Agency to collect from time to time, and

WHEREAS, Agency is qualified to collect such unpaid accounts, and desires to handle such accounts as may be referred by Client:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Client may periodically assign claims, notes and accounts (collectively "accounts") to Agency for collection. Client represents that the account balances will reflect true and just indebtedness, that Client obeyed all laws and regulations affecting the accounts assigned, that the account balances are not barred by any statute of limitations, that the persons obligated on the assigned accounts are not represented by an attorney or protected by any bankruptcy proceedings unless clearly noted at the time of assignment, and are not at the time of assignment assigned to another collection agency, attorney, or other person, and that Client is fully authorized, and has obtained all necessary approvals, for the assignment of the account(s) and interest(s) to Agency.
2. The assignment of an account pursuant to this agreement shall be an assignment of all rights and interests of the creditor relating to the collection of said account, including all contractual and statutory rights. For all accounts assigned, Agency and Client acknowledge that Agency may enforce all legal rights for the assigned account, including recovery of all principal, interest, fees, and other amounts or damages owed or to be owed by the person(s) for any assigned account, subject to Agencies duties and obligations to Client pursuant to this agreement.
3. The Client, pursuant to this agreement, will assign to Agency said accounts that are unpaid and due, including all contractual and statutory rights relating thereto, and acknowledge that the Agency has an exclusive right to collect and enforce all obligations relating to said accounts, and thereby grants Agency full power to make decisions on said accounts at its discretion, without limitation, unless otherwise stated in this agreement.

4. The Agency agrees that the Client will not be liable for any expense incurred by the Agency incidental to the settlement or the realization of the accounts placed with the Agency for collection except as herein provided. No compromise settlements will be accepted or suits instituted without the consent of the Client.
5. The Agency agrees to defend, indemnify and hold the Client harmless against any and all liability, cost and expenses, including, attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants, or employees of the Agency. Conversely, the Client agrees to indemnify and hold the Agency harmless against any and all liability, cost and expenses, including attorney fees, occasioned by claims or suits for loss or damages arising out of the act of the agents, servants, or employees of the Client.
6. The agency agrees to conduct its collection activities on Client's assigned accounts in accordance with all provisions of the Federal Fair Debt Collection Practices Act, the Robbins-Rosenthal Fair Debt Collections Practices Act, the Fair Credit Reporting Act and any other federal, state, local law or ordinance governing debt collections.
7. The Agency agrees to remit monthly to the Client's the full amount of all monies collected on accounts placed by the Client with the Agency for collection, less the commissions earned by the Agency. Collections made by Agency, and remitted to Client by Agency, on which a payment is returned by a financial institution unpaid, shall be reported on a remittance advice as a minus payment and collection fee.
8. The Agency, as assignee, may negotiate payment arrangements or other payment plans on any accounts which Agency determines appropriate in the exercise of its business judgment.
9. All collections made by the Agency for accounts assigned by Client will be deposited in a trust account maintained by Agency in a commercial bank insured by the FDIC. Agency shall disburse from the trust account directly to Client that portion of the monies collected due Client and directly to Agency the percentage of the monies collected, interest, and payment of expenses due Agency. Client grants and authorizes Agency the right to endorse on behalf of Client and deposit in Agency's trust account any check, draft or other negotiable instrument received by Agency in payment of an assigned account, such right to be used only in connection with Agency's activity hereunder.
10. The Client agrees to cease billing and phone calls to the debtor(s) once the account is assigned to Agency. Client agrees to promptly report to Agency all direct payments, disputes, bankruptcy notices, and any and all communications from the debtor(s) or any third party. If Client is contacted by a person concerning the obligation owing on any assigned account, Client shall immediately refer that person to the Agency.

11. The Client agrees to advise the Agency immediately on payments made directly to the Client on accounts placed with Agency for collection and to indemnify and hold the Agency harmless against any and all liability, loss and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the failure by the Client to so notify the Agency.
12. No legal action will be instituted by Agency without the prior written consent of Client. If legal action is instituted by Agency, with prior approval of Client, the attorney fees, Court costs and costs of service of process will be paid by Agency. Such costs paid will, at Agency's option, be recovered 100% from first monies collected from the debtor and retained by the Agency and/or the Agency's attorney. Client acknowledges and agrees that approving legal action includes granting Agency the right to bring suit, and Agency shall determine, in the exercise of its business judgment, whether it will commence litigation as it determines appropriate. Agency is not obligated to file suit on accounts assigned to it pursuant to this Agreement and Agency is not liable for claims that become barred by the statute of limitations while in its possession. Client assumes the risk and holds Agency harmless for any account that becomes barred by the statute of limitations while assigned to Agency. Agency reserves the right to close and return such accounts at such time as it shall determine.
13. As permitted by laws governing accounts placed with a collection agency, Agency will accrue interest on assigned balances at the legal rate. Interest will be collected from the debtor last and retained by the Agency. Any Agency advanced costs collected will be retained by the Agency. The method by which interest and principal are allocated by and between Agency and Client for the disbursement of monies collected shall not alter or modify the application of payments as provided by applicable law for payments by a debtor to a creditor for the assigned account.
14. Client may recall any account placed for collection at any time by written notice to Agency, outlining the reason for return. Client agrees that, at the discretion of the Agency, a recall request may be declined and the Agency shall retain the assignment of the account and be entitled to continue with collection activity for the following types of accounts received from the client prior to the recall request: accounts for which the Agency has received a payment within six (6) months of the recall request; accounts that have a pending or promise for payment within 30 days of the recall request; accounts that the Agency has placed on hold pending the receipt of any information from the Client; accounts that the Agency has placed on hold pending a re-bill of an insurance company or the outcome of an insurance appeal; accounts that the Agency has placed on hold pending the outcome of a debtor's litigation; and accounts where Agency's attorney has commenced legal action, are subject to ongoing legal proceedings, or for which the Agency has obtained a judgment status. This applies to the recall of accounts for any reason, including the Client's termination of the Agency's services. The retained accounts shall continue to be subject to the terms and conditions of this agreement.
15. The Client may, at any reasonable time, examine the Agency's records pertaining to accounts referred to Agency under this Agreement.

16. This Agreement shall continue in force from the effective date until terminated by Agency or Client. Any party may terminate this Agreement by thirty (30) days written notice.
17. It is agreed that upon the termination of the Agreement, the Agency may, except elsewhere provided herein, retain for collection in accordance with the terms hereof any account upon which a partial payment has been made within ninety (90) days prior to termination, and any account which the Agency may have placed with attorneys for collection in accordance with the terms hereof. Any monies received as a result of the Agency's efforts within thirty (30) days from date of withdrawal shall be credited to the Agency according to the terms of this agreement.
18. The Client agrees to pay Agency a fee for its services according to the terms set forth in Terms and Conditions of this Agreement. Such fee will be earned by Agency on any payment(s) made after placement of account for collection under this agreement, whether payment is made to the Agency or to the Client. In the event Client should fail to pay any amount when due, Agency will have the option to offset any such fees unpaid, including fees, interest and expenses for payments received by Client on an assigned account for which the Client failed to promptly forward the payment to the agency, and apply monies due Agency from Client's percentage in all other monies collected. Client grants Agency a security interest in all monies in the possession of the Agency collected on assigned accounts, and shall be considered in default if any remittance for fees due Agency is not received when due, or upon insolvency and/or bankruptcy of Client.
19. Both Agency and Client agree to keep all of the terms of this Agreement strictly confidential, including without limitation, the Compensation terms contained herein. Both Agency and Client further agree to maintain the confidentiality of any confidential information and/or trade secrets that they may learn about each other throughout the course of this Agreement, including without limitation, the terms of any contracts that the other party may have with any third parties. The Agency agrees to use the information about the person(s) owing monies on an assigned account only as necessary for the Agency to perform its duties pursuant to the terms of this Agreement. The duties of both Agency and Client detailed in this paragraph shall continue in full force and effect for a period of two (2) years after termination of this Agreement for any reason, except for the Agency's duty to use information only as necessary in the performance of its duties and the collection of the debt shall continue as required by law.
20. The Agency and Client hereby expressly understand and agree that this Agreement is between the Agency and Client and there are not intended to be any third-party beneficiaries of this Agreement.
21. It is agreed that nothing herein contained shall be construed as obligating the Client to place accounts with the Agency for collection.

22 This Agreement shall be subject to and governed by the substantive laws of the State of California.

COLLECTION FEES: Collection fees paid to the Agency shall be paid as a percentage of the principal recovered after placement date, whether paid to the Agency or paid to the Client.

Regular collection rate is 17 % of principal paid

LEGAL FEES: When legal action is recommended and approved by Client the fee rate shall be 25 % of the principal recovered after placement date, whether paid to the Agency or paid to the Client.

COURT COSTS: The court costs and costs of service of process associated with the legal process will be advanced by the Agency and recovered from the first monies collected before any principal is paid.

STATUS REPORT: The Agency will provide Client with a status report on all their collection accounts upon request.

SETTLEMENT AUTHORITY: Agency will not settle any account for less than the amount assigned without express written permission from Client

OTHER TERMS AND CONDITIONS: Credit reporting will be done on eligible records.

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate by duly authorized representatives thereof on the date written above.

CLIENT NAME:

CLIENT SIGNATURE

PRINT: _____

STATES RECOVERY SYSTEMS

PRINT: _____