



**Downtown Manteca Improvement Association
Interim Board of Directors – New Downtown Manteca CBD
Wednesday, April 2nd, 2025, 4 p.m.
127 N. Main Street**

AGENDA

- 1. Call to Order & Introductions and Public announcements:** President Charles Paz, Marco Li Mandri
- 2. Review and approval of February 19th, 2025, Minutes - Charles** *Action Item*
- 3. Treasurer's Report - Alfredo**
- 4. Update from City Staff working in Downtown - Barb**
- 5. Updates from Presentation by vendors hired:**
 - a. Jane Media: Website creation and management, social media, PR – Sara and Daniel *Action Item*
 - b. Manteca Property Management – Monica/Robert and Eddie *Action Item*
 - c. Administration – Michelle Kramer and Charles *Action Item*
 - d. Last meeting for New City America - Marco
- 6. Committee reports: (All Committees should be meeting at least monthly with designated vendors:**
 - a. District Identity and Placemaking – Daniel
 1. Website progress *Action Item*
 2. Social media *Action Item*
 3. Minutes of meetings *Action Item*
 4. Need budget for year in quickbooks template
 5. Manteca Chamber Membership *Action Item*
 6. Farm to Fork - Barb
 - b. Civil Sidewalks – Eddie
 1. City contract to supplement pressure washing with \$20,000 from

- | | | |
|----|---|--------------------|
| | DMIA | <i>Action Item</i> |
| 2. | City clean up | |
| 3. | Need budget for year in quickbooks template | |
| | | |
| c. | Executive Committee – Charles | |
| 1. | Insurance update | <i>Action Item</i> |
| 2. | Office update | <i>Action Item</i> |
| 3. | Executive Director's report | <i>Action Item</i> |
| 4. | Need budget for year in quickbooks template | |
| | | |
| d. | Land Use – need a Chair | <i>Action Item</i> |
| | | |
| e. | Primer on Brown Act | |

7. Manteca Police Department

- a. Signs-Trespassing/Loitering
- b. District Concerns
- c. Homeless/Manteca Property Services cleaning
- d. STAART Program

8. Other

9. Next Interim Board meeting: May 7th, 2025

10. Adjournment

BROWN ACT: Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The Corporation posts all Board and Committee agendas at the room in which the Board meeting will be held. Action may not be taken on items not identified as such and posted on the agenda. For more information on the meeting, please call 888 3562726. The DMIA Interim Board is currently subject to the open meeting rules of the Brown Act, as the Disbursement Agreement with the City of Manteca has been approved.



**Downtown Manteca Improvement Association
Interim Board of Directors Meeting
Wednesday, February 19th, 2025, 4:00 p.m., 127 Main Street**

Present: Daniel Machado, Barbara Harb, Kendra Kallstrom, Brandy Clark, Charlene, Sevilla, Charles Paz, Alfredo Cazares, Eddie Torres, Tracy Lake, Frank Orr,

Absent: Chris Teichiera, Debra Van Essen,

Guests: Brenda Franklin, Beatrice Bowlsby, Joseph Viorge Koide, Joann Beattie, Guivia Uchida, Monica Wolf, Robert Wolf, Christopher Sandavol, Telima Santana, Nazalio Castillo, George Tafoya, Shawn Nussbaumer

Staff: Marco Li Mandri, New City America

MINUTES:

<i>Item</i>	<i>Discussion Item</i>	<i>Action Taken?</i>
1. Introductions	Charles Paz, President, called the meeting of the Board to order at 4:10 pm. Introductions were made. The current president was not present due to a conflict. Quorum of the Board was met.	<i>No action taken</i>
2. Minutes from the Interim Board of January 22nd, 2025	The minutes from the January 22 nd , 2025 Interim Board meeting were reviewed.	<i>Barb moved approval of the January 22nd, 2025 minutes; Alredo seconded the motion. The motion was approved unanimously</i>



<p>c. Administration</p>	<p>the Chair of Civil Sidewalks and the Executive Committee on the details of the agreement</p> <p>Marco reported that no one had responded to the Administration RFP as of this date. However many people on the Board had mentioned asking Michelle Kramer, a local consultant, to fill that role as an independent contractor. Charles and Daniel stated they would send her the RFP for her response. If the Executive Committee can work out an agreement with Michelle, commencing in March, within the constraints of the Admin budget, the consensus of the Board was to move forward with Michelle. Discussion followed</p>	<p><i>Staff and the Executive Committee were authorized to work out a scope of services and costs to hire Michelle Kramer as the Executive Director of the DMIA. Approved by consensus. The costs, as stated in the RFP, would be \$36,000 per year.</i></p>
<p>Other</p>	<p>Charlene reported that the Credit Union needs an address for the checks and bank statements. Since the DMIA does not have an address at this point, The checks and bank statements will be sent to the local branch of Valley Strong Credit Union.</p>	
<p>Next Meeting:</p>	<p>Wednesday, April 2nd, at 4 pm. at 127 N. Main Street</p>	

Minutes taken by Marco Li Mandri, Interim Administrator – New City America

Downtown Manteca Improvement Assoc. Year 1 – BUDGET 2025

CIVIL SIDEWALKS

Examples of this category of special benefit services and costs may include, but are not limited to:

- Regular sidewalk and gutter sweeping
- Periodic sidewalk steam cleaning
- Beautification of the district
- Enhanced trash emptying (over and above city services)
- Timely graffiti removal, within 72 hours as necessary
- Maintenance of existing and new public spaces
- Installation and maintenance of hanging plants, planting flowers throughout the district.
- Possibly funding private security to respond to issues of trespassing and petty crime
- Initiating Civil Stay Away Orders from problematic individuals

DISTRICT IDENTITY AND PLACEMAKING

Examples of this category of special benefit services and costs may include, but are not limited to:

- Website development and updating
- Traditional events done by the City or businesses within Downtown
- Social media, public relations firm
- Enhancing current City holiday and seasonal decorations
- Branding of Downtown Manteca CBD properties so a positive image is promoted to the public including the development of a new logo.
- Banner programs
- Public art displays
- Public space design and improvements
- Personnel to manage in-house or contracted public relations, web site maintenance or social media contractors.

ADMINISTRATION/PROGRAM MANAGEMENT

Examples of this category of special benefit services and costs may include, but is not limited to:

- Staff and administrative costs, contracted or in-house
- Directors and Officers and General Liability Insurance
- Office related expenses
- Rent, Financial reporting and accounting, Legal work

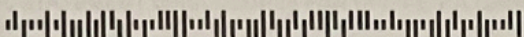
Category of Services	Percentage of Budget (rounded)	1 st Year Allocation (rounded)
Civil Sidewalks	50%	\$ 92,000
District Identity and Placemaking	25%	\$ 46,000
Administration	20%	\$ 37,000
Contingency/Reserve	5%	\$ 9,781
Total Budget	100%	\$184,781



P.O. BOX 9506 BAKERSFIELD, CA 93389-9506

CHANGE SERVICE REQUESTED

869270 6441 1/2 UNQ 03-02-25 CLT
000006440 1



DOWNTOWN MANTECA IMPROVEMENT ASSOCIATIO
206 E YOSEMITE AVE
MANTECA CA 95336-5714

Account Statement

(661) 833-7900 | (800) 221-3311
www.valleystrong.com

MEMBER NUMBER XXXXXXXX37

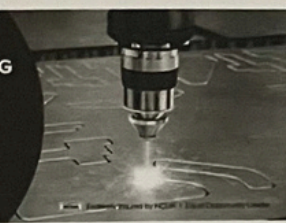
STATEMENT FOR 02/01/2025 - 02/28/2025

PAGE 1 of 2

EQUIPMENT AND MACHINERY FINANCING

Secure equipment financing for
your unique business needs.

VALLEY BUSINESS IS
VALLEY STRONG



YOUR ACCOUNT BALANCES AS OF 02/28/2025

BUSINESS SHARE SAVINGS ID 0001	\$5.00
COMMUNITY NON-PROFIT CHECKING ID 0002	\$117,179.71
ACCOUNT BALANCE TOTAL	\$117,184.71
TOTAL DIVIDENDS PAID YEAR-TO-DATE	\$0.00

Need a Loan?

Call (800) 221-3311

BUSINESS SHARE SAVINGS

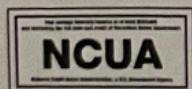
BEGINNING BALANCE	\$0.00
1 TOTAL CREDITS	\$5.00
0 TOTAL DEBITS	\$0.00
ENDING BALANCE	\$5.00

DATE	CREDIT TRANSACTION DESCRIPTION	AMOUNT
02/14	DEPOSIT BY CHECK	\$5.00

COMMUNITY NON-PROFIT CHECKING

BEGINNING BALANCE	\$7.00-
2 TOTAL CREDITS	\$117,186.71
1 TOTAL DEBITS	\$7.00
ENDING BALANCE	\$117,179.71

DATE	CREDIT TRANSACTION DESCRIPTION	AMOUNT
02/14	DEPOSIT BY CHECK	\$117,179.71
02/19	WITHDRAWAL ADJUSTMENT NSF FEE	\$7.00



Federally Insured
by NCUA

Continued on next page.





P.O. BOX 9506 BAKERSFIELD, CA 93389-9506

Account Statement

(661) 833-7900 | (800) 221-3311
www.valleystrong.com

MEMBER NUMBER XXXXXXXX37

STATEMENT FOR 02/01/2025 - 02/28/2025

PAGE 2 of 2

This statement of account contains income tax reporting information, year to date interest and/or dividends. The dividend amount will be reported to federal and state governments per requirements. Retain your statement of account for purposes of income tax reporting.

PERIODIC STATEMENT DISCLOSURES FOR OPEN-END LOANS

The periodic rate and Annual Percentage Rate is subject to change on loans marked "variable". How we determine the balance on which your periodic finance charge is computed: We will figure the periodic finance charge on your account by applying the daily periodic rate to the unpaid balances of your account. To get the unpaid balance we will take the ending balance of your account each day after adding any new advances or purchases and subtracting any payments or credits. This gives us the unpaid balance.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT (Other than Home Equity Plans)

If you think there is an error on your statement, write to us at the address on the front of the statement. You must contact us within sixty (60) days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

SPECIAL RULES FOR CREDIT CARD PURCHASES

If you have a problem with the quality of goods or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (NOTE: If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

HOME-EQUITY PLANS BILLING RIGHTS SUMMARY

In case of errors or questions about your bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address on the front of the first page of this statement, as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

NOTICE TO BUSINESS AND COMMERCIAL MEMBERS:

Accounts owned by business and commercial Members are NOT subject to consumer regulations, such as the Truth in Savings Act, the Electronic Fund Transfer Act, or the Truth in Lending Act. The information contained in this disclosure titled "What to Do If You Find a Mistake on Your Statement (other than Home Equity Plans)" for your consumer accounts does not apply to business or commercial accounts. In addition, the information regarding Electronic Transfers does not apply to business or commercial accounts. You acknowledge the risk of loss from unauthorized items. You further acknowledge that Valley Strong offers various services that allow business and commercial Members to closely monitor their account transaction activity, such as DataNet online banking and Valley Strong DataMobile app ("Fraud Prevention Services"), which can reduce potential fraud. If you fail to use one or more of the available Fraud Prevention Services, you agree that you will be deemed to have assumed the risk of any losses that could have been prevented if you had used the Fraud Prevention Services.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Write us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. Please direct inquiries to the address and/or telephone number shown on the first page of the statement. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

BANKRUPTCY

If your obligation for this account was previously discharged in a Chapter 7 bankruptcy proceeding, and if the obligation was not reaffirmed, this statement is being sent for informational purposes only. We are not attempting to collect, recover, or offset the discharge debt as your personal liability.

HOUSING COUNSELING NOTICE

If you would like contact information for housing counseling agencies or programs in your area, call the Department of Housing and Urban Development (HUD) at (800) 569-4287 or visit <https://apps.hud.gov/finadacounselor> or visit the Consumer Financial Protection Bureau (CFPB) at <https://www.consumerfinance.gov/find-a-housing-counselor/>.

"WARNING: If you have obtained a loan, and have chosen to purchase credit insurance on the loan, your credit insurance may not be part of your debt if you are disabled or die from an injury or illness for which you have seen a doctor or chiropractor within the last six months." All accounts, except Checking Accounts, are not transferable as defined in Regulation D.

Thank You for Banking with Us.

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City of Manteca
1001 West Center Street
Manteca, California 95337

1032737

Check No: 429255

Date
02/13/2025

Amount
\$117,184.71

Void after 90 Days

PAY One Hundred Seventeen Thousand One Hundred Eighty-Four and 71/100 Dollars

TO
THE
ORDER
OF
Downtown Manteca Improvement Association
129 East Center Street
Manteca, CA 95336

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈ 1 2 9 2 5 5 ⑈ ⑆ 1 2 1 0 4 2 8 8 2 ⑆ 6 6 6 6 8 ⑈ 5 2 8 4 0 ⑈

Valley Strong CU
322273722

2/14/2025 4:19 PM

917700000050009

USER:1138 LOC:103

1032737

THIS AREA CONTAINS COIN-REACTIVE INK. WHEN RUBBED WITH
THE EDGE OF A COIN, THE INKED IMAGE APPEARS IN GOLD. →

THIS CHECK ALSO CONTAINS THE FOLLOWING SECURITY FEATURES

1. MICRO PRINTING on borders on face and back. Under magnification LOOK FOR - ORIGINAL DOCUMENT.
2. Face of check has a MULTI-COLORED BACKGROUND.
3. Paper contains an ARTIFICIAL WATERMARK. Hold to light to verify watermark.
4. ENDORSEMENT AREA contains a color pattern background.
5. Signature area on back contains different background than the rest of check.

☐ CHECK HERE AFTER DEPOSIT OR BEFORE DEPOSIT DATE
DO NOT WRITE, STAMP OR SIGN BELOW • RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE
X *Shirley*

**Downtown Manteca Improvement Association
District Identity & Placemaking Committee Meeting(DIPC)
March 18, 2025 @ 1:30 pm
Brethren Brewing Co., 220 N. Main St., Manteca, Ca 95336**

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Present: Daniel Machado, Charles Paz, Frank Orr, Charlene Sevilla

Absent: Brandy Clark, Eddie Torres Law, Alfredo Cazarez-Tello, Tracy Lake

Guests: Barbara Harb, Guivia Uchida, Joseph Viorge-Koide, Sara Malough, Grace Dixon

Staff: Michelle Kramer

MINUTES:

Item	Discussion	Action Taken?
1. Call to order & Introductions	Everyone present introduced themselves.	Daniel called the meeting to order at 1:33pm
2. Update on tasks	<ul style="list-style-type: none">• We discussed the process of building our website and social media accounts• We have a domain (downtownmanteca.com) that has been transferred to janemediaservices(JMS)• We agreed to use DMIA as our proper business name, but use Downtown Manteca District(DMD) to refer to ourselves.• Website (landing page) would go live as soon as possible with a brief DMD description and as a place to collect data from our district• Social media will have 20+ posts/month, goal to highlight every business in district• JMS and Michelle Kramer will have access to social media for posting, sharing, engaging, etc. At least 1 or 2 others will have access.• We looked at sample logos and offered input. DMD will be presented with 3 logo options created by JMS to choose from and we will present our recommendation to the Board• JMS will present a brand identity build out• JMS will create a flyer with a QR code to collect data from our district• Eventually our website will include business directory, events, donate page, links to social media, About Us, Board Meetings, links to businesses, links to City of Manteca departments• Charlene will speak to Alfredo about how to make donations to our bank from our website and marketing collateral (QR code can be used)• JMS asked to be invited to 4/2/2025 board meeting• JMS will create 5 emails using our domain for Pres, VP, Sec, Treas, Info. The cost is between \$7-14/month per email.• Michelle will send JMS any DMIA documents that should be on our website.• We should join the Manteca Chamber of Commerce• We will use Google platform	No action taken

3. Other	<ul style="list-style-type: none"> Current photos should be taken of our Downtown Manteca District so we have an opportunity for a before and after update 	No action taken
4. Next meeting date	April 22, 2025 @ 4:00 pm. Future DIPC meetings will be held the 4th Tuesday of every month at 4:00 pm.	No action taken
Adjournment		Daniel adjourned the meeting at 3:05 pm

Minutes taken by Michelle Kramer, District Manager - Downtown Manteca District

February 24, 2025

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Ms. Sara Malough

Jane Media Services

Sent via e-mail: Info@janemediaservices.com

SUBJECT: Scope Services for Maintenance Contract for the Downtown Manteca Improvement Association

Dear Sara:

Thanks for attending our meeting last week for the monthly meeting of the Downtown Manteca Improvement Association. This letter shall inform you that the Board is ready to engage your company for a March 3rd, 2025 start date with the priority services being:

- Begin working on the creation of the new DMIA website;
- Once created, populate the website with the key categories selected by our District Identity Committee as well as the key documents that guide the corporation;
- Get the website ready to go live asap;

The secondary scope of services will be what you outlined in the Full Service program in your response to the RFP. Those services would include those found on page 2 of this document.

We look forward to working with you and will request that you provide any insurance coverages that you provide as working as an independent consultant including auto insurance, general liability and Errors and Omissions. If you don't have such coverage, in which you would add the Board of the DMIA and its employees and Consultants as additionally insured, then please check with your insurance agent to see what coverages might be applicable to this agreement.

Sincerely,



**SCOPE OF SERVICES FOR JANE MEDIA SERVICES AND THE DOWNTOWN
MANTECA IMPROVEMENT ASSOCIATION**

Corporate Office 2011 W. California Street San Diego, CA 92110 619-233-5009 Fax 619-239-7105 New

England Office: 794 Purchase Street New Bedford, MA 02740

mail@newcityamerica.com www.newcityamerica.com Facebook: New City America, Inc.

February 24, 2025

Scope of Services/Cleaning and Maintenance Services:

The following services would be performed by Jane Media Services for providing a series of services listed below for ongoing marketing, promotions and website management of the new Association .

Period of Services: On or around March 3rd, 2025 through February 28th, 2026, with the option for two more years of extension of services based upon mutual consent of both parties. Nothing in this agreement precludes a longer period of engagement between the parties. Each party shall retain the option to terminate this agreement with a 30 day written notice by the respective Presidents of the Downtown Manteca Improvement Association and Jane Media Services.

Jane Media Services staff shall provide the following first year services to the DMIA:

Full-Service Authority Package - \$2,000/month

The ultimate package for full-scale online brand authority and community impact.

Everything in the Engagement & Visibility Package PLUS:

- 20 posts per month across Facebook, Instagram & LinkedIn
- 3 reels/stories per week for dynamic engagement
- 2 professionally created promotional videos per month (30-60 sec)
- Additional on-location content creation in the first 6 months to grow content gallery for website & social profiles.

Website Creation, Updates & Maintenance

4 times monthly updates - based on events calendar and season

1 monthly blog post (500-700 words, SEO optimized)

Full SEO optimization & keyword research

Monthly website audit & performance improvement suggestions *Strategy & Support*

1 strategy call or in-person meeting per month (1 hour each)

Dedicated social media & website manager

Advanced competitor analysis & market research Add-Ons Available:

Paid ad campaign management (\$250 per month + ad spend)

Shall attend and report updates and ideas to the District Identity and Placemaking Committee

Shall attend monthly Board meetings to provide updates

Shall provide documentation on Social media posts and press releases.

SCHEDULE 2 – COMPENSATION AND OBLIGATIONS

Costs: \$24,000 for the year, \$2,000 per month. Billings will be submitted at the beginning of each month for work done that current month. Billings shall be paid within 14 days of receipt. Additional funds for boosting social media notices shall be pre-approved by the District Identity and Placemaking Committee, consistent with the annual allocation of the budget approved by the Board.

Other Considerations:

Charles Paz, President of the Association will be the key contact in this agreement. Jane Media Service shall work directly with the District Identity Committee, chaired by Daniel Machado, and that Committee will provide regular direction of services to the company.

Signed:

_____ Sara Malough _____ Jane

Media Services, Sara Malough, President

Date signed: _____ 3/3/25 _____

Charles Paz President

Interim Board of Directors,

Downtown Manteca Improvement Association

Date Signed: _____ *Charles David Paz 3-10-2025* _____



February 23, 2025
Revised March 1, 2025

Manteca Property Services

Sent to: mantecapropertyservices@gmail.com

SUBJECT: Scope Services for Maintenance Contract for the Downtown
Manteca Improvement Association

Please find attached a revised proposed agreement between the Downtown Manteca Improvement Association and Manteca Property Services for the cleaning and maintenance of Downtown Manteca. Please get back to us if you have any questions. Thanks.

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

Marco Li Mandri
Interim Administrator
Downtown Manteca Improvement Association



Corporate Office • 2011 W. California Street • San Diego, CA 92110 • 619-233-5009 • Fax 619-239-7105

New England Office: 794 Purchase Street • New Bedford, MA • 02740

mail@newcityamerica.com • www.newcityamerica.com • Facebook: Manteca Property Services, Inc.

SCOPE OF SERVICES BETWEEN DOWNTOWN MANTECA IMPROVEMENT ASSOCIATION AND MANTECA PROPERTY SERVICES

February 24, 2025
Revised March 1st, 2025

Scope of Services/Cleaning and Maintenance Services:

The following services would be performed by Manteca Property Services for providing a series of services listed below for ongoing cleaning and maintenance within the boundaries of the newly approved Downtown Manteca Improvement Association.

Period of Interim Management Services: On or around March 3rd, 2025 through February 28th, 2026, with the option for two more years of extension of services based upon mutual consent of both parties. Nothing in this agreement precludes a longer period of engagement between the parties. Each party shall retain the option to terminate this agreement with a 30 day written notice by the respective Presidents of the Downtown Manteca Improvement Association and Manteca Property Services.

Manteca Property Services staff shall provide the following first year services:

- *Perform regular sidewalk and gutter sweeping on all of the public rights of way shown on the map which is attached in Attachment A*
- *Removal of stickers from street signs and items in the public rights of way within the boundaries of the map;*
- *Performing minor landscaping services including weeding and removal of small branches;*
- *Possible watering of DMIA landscaping projects in the public rights of way;*
- *Coordination with Manteca PD on issues of disorder and crime in Downtown Manteca, and collaboration on communication;*
- *Coordinate with current city services to ensure there is not duplication of efforts within the boundaries of the DMIA area;*
- *Possibly install seasonal banners*
- *Provide ongoing documentation on the services provided each week;*
- *Attend regular Civil Sidewalks Committee meetings;*
- *Attend regular Board meetings;*
- *Other tasks as assigned by the President and the Executive Committee and Committee Chairs.*

SCHEDULE 2 – COMPENSATION AND OBLIGATIONS

Costs: \$60,000 for the year, \$5,000 per month. Billings will be submitted at the beginning of each month for work done that current month. We request documentation on the tasks that have been performed on a weekly basis. Just needs to be simple with photos and any regular services provided.

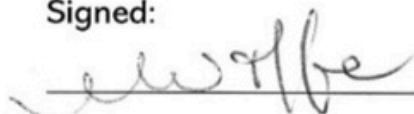
Other Considerations:

Charles Paz, President of the Association will be the key contact in this agreement. Uniforms may be provided by the DMIA once a logo has been approved by the Association. Night reflective vests worn by the Manteca Property Services employees should be worn at all times while services providers are working on DMIA tasks. If possible, the truck (s) used in this work in Downtown should include removable Downtown Manteca Improvement Association magnetic placards posted on the driver and passenger doors to show the community who is paying for the work performed.

Insurance:

The insurance requirements that Manteca Property Services has with the City of Manteca will be similar to the that which is required by the DMIA.

Signed:

_____

~~President~~ Manteca Property Services
Monica Wolfe owner

03/07/2025

Date Signed

_____

Charles Paz President
Interim Board of Directors,
Downtown Manteca Improvement Association

03-7-2025

Date Signed



February 27, 2025

Ms. Michelle Kramer

Sent via e-mail: michelle.l.kramer3@gmail.com

SUBJECT: Scope Services for Administration for the Downtown Manteca Improvement Association

Dear Michelle:

Thanks for reaching out regarding your interest to serve as a part time administrator for the Downtown Manteca Improvement Association. This letter is to inform you that the Board is ready to engage your company for a March 10th, 2025 start date with the priority services being:

- *Beginning to understand the tasks of the job;*
- *Meeting with me and the Executive Committee to determine their priority tasks;*
- *Meeting with City officials to understand the reporting process that the City requires;*
- *Working with me in the next couple of months to work with you on the procedures for managing the district.*

As an independent contractor, we will need you to fill out the appropriate paperwork, which my staff will forward to you. Please review this brief scope of services and let's plan on talking next week when return to the west coast. Thanks.

Sincerely,

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

Marco Li Mandri
Interim Administrator
Downtown Manteca Improvement Association



SCOPE OF SERVICES FOR ADMINISTRATIVE SERVICES FOR THE DOWNTOWN MANTECA IMPROVEMENT ASSOCIATION

February 27, 2025

Scope of Services/Administrative and Management Services:

The following services would be performed by Michelle Kramer, an independent contractor, providing the series of services listed below for administration of the Board, its Committees and activities of the new Association.

IMPLEMENTATION OF SERVICES:

- Be available to interact with district property owners, residents, businesses, visitors, and City officials as necessary in response to the delivery of services.
- Walk with the Manteca Property Management contractor regularly to ensure the highest level of maintenance and security is provided.
- Ensure that the contractor provider reports to the City immediately on any hazardous conditions in the public rights-of-way.
- Frequently monitor the level of problematic issues in the public rights-of-way, report to MPD as needed;
- Respond to constituent concerns in a timely manner.
- Respond to e-mails or inquiries from Board members or constituents with all due speed.
- Coordinate special events, (supplemental payment/time compensation is possible for this).
- Prepare event status reports of vendors, payments, budget concerns, leading up to the event.
- Maintain and update the database, based upon changes in land use and improvements and report to the City every year in June prior to County assessment bills are mailed.
- Meet with Jane Media reps to coordinate the creation of the new website and social media posts promoting the DMIA and Downtown Manteca
- Be the primary contact for public requests to the DMIA;
- Attend City Council meetings or meetings with the City Manager on any and all issues having to do with the City and the work of the DMIA.

CORPORATE ORGANIZATIONAL SUPPORT

DMIA Board meeting clerical, administrative and organizational support

- a. Send out notices and committee packets for DMIA Board and Executive Committee meetings.
- b. Send out notices and committee packets and attend all DMIA Civil Sidewalks and District Identity Committee meetings;
- c. Take minutes for all Board and Committee meetings;

- d. Prepare all DMIA Board agendas, post consistently with the Brown Act and City of Manteca open meeting provision requirements.
- e. Work closely with President and Committee Chairs in the preparation of meetings.
- f. Help direct and manage DMIA Board discussions.
- g. Maintain all corporate meeting records consistent with the Brown Act provisions.
- h. Oversee and monitor the annual election of DMIA Board members.
- i. Keep a roster of attendance for all DMIA Board members to ensure compliance with the bylaw's attendance requirements.

GENERAL ADMINISTRATION

Fiscal

- a. Monitor Committee budgets to make sure they are in line with projections.
- b. Monitor assessment compliance reports with the City.
- c. Prepare monthly financial reports to the Board of Directors, and the Committees of the Board.
- d. Prepare and monitor annual budgets for the City Annual reports.
- e. Work with auditor for annual 990 reports and audits to the City.
- f. Work with accountant or CPA for compliance with federal and state tax filings.

Supervisory

- a. Oversee maintenance and other service providers.
- b. Oversee and direct any employee and student interns.

Office

- a. Ensure public accessibility to records and minutes and finances of the corporation in an area accessible to the Board and DMIA assessees.

Period of Services: On or around March 10th, 2025 through February 28th, 2026, with the option for two more years of extension of services based upon mutual consent of both parties. Nothing in this agreement precludes a longer period of engagement between the parties. Each party shall retain the option to terminate this agreement with a 30 day written notice by the Presidents of the Downtown Manteca Improvement Association and Michelle Kramer, Consultant.

Hours required:

The instructions to the District Manager shall be determined by instructions of the Board of Directors. Michelle Kramer is anticipated to work an average of 20 hours per week and revised based on discussions with the Board of Directors. The contract will require weekly or monthly update on what tasks have been completed, or worked on.

Pay:

Initially, \$35.00 per hour for a maximum of 20 hours per week. This shall be a straight performance-based agreement and shall *not include* employee or a company benefits package. A not to exceed amount of \$36,400.00 is provided for this work for the first year. The Board may also consider bonus days including paid holiday and any breaks for vacation throughout the year, as long as the average of 20 hours per week ,or 80 hours per month is met by Consultant Kramer. This consulting agreement assumes no employee benefits.

The main point of contact for Ms. Kramer shall be Charles Paz, President of the DMIA.

COMPENSATION AND OBLIGATIONS

Costs: Approximately \$2,800 per month, (\$35.00 per hour times 20 hours per week on average). Billings will be submitted at the beginning of each month for work done that current month. Billings shall be paid within 14 days of receipt.

Other Considerations:

Charles Paz, President of the Association will be the key contact in this agreement. Michelle Kramer, consultant, shall work directly with all Board members and the Committee of the Board. No Board member shall have the authority to direct the work of Michelle Kramer, consultant. Work priorities and tasks, on a week to week basis can only come from the Board or its President, Charles Paz.

Signed:



Michelle Kramer, Independent Consultant

Date signed: 3/9/2025

Charles Paz President
Interim Board of Directors,
Downtown Manteca Improvement Association

Date Signed: _____