



**Miracle Mile
Community Improvement District
MMCID**

Governing Board of Directors

Jeff Gamboni, President
Jean Callahan, Vice President
Juanita Pasley, Secretary
John Precissi, Treasurer

Members

Rex Dhatt, Kevin Dougherty, Melissa Grizzle, Manuel Guizar,
Kevin Hernandez, Clem Lee, Tammy Nguyen, Lisa Whirlow, Brian Wright

Kailani Haro, Executive Director

Governing Board of Directors Meeting

Wednesday, June 10, 2026

250 Dorris Place

Conference Room

4:00 pm

Meetings of the MMCID Governing Board of Directors are held for the express purposes of addressing and conducting the business of the institution and allowing for public and stakeholder input. Meetings are posted and conducted in compliance with the Brown Act.

Notice of this public meeting was posted by 4:00 pm on Sunday, June 7, 2026, at 250 Dorris Place in Stockton and online at www.stocktonmiraclemile.com.

**The meeting may be attended in-person at 250 Dorris Place in the conference room.
There is no remote attendance.**

Anyone requiring assistance or accommodation to participate in the meeting please call 209.623.1144 or email kailani@stocktonmiraclemile.com.

Meeting procedures are posted at the end of this agenda.

AGENDA

Action Packet Contents Indicated in Bold Red

- 1 Call to Order and Organization
- 1.1 Welcome
- 1.2 Meeting Procedures – Posted at the End of the Agenda
- 1.3 Roll Call and Establishment of a Quorum
- 1.4 Oral Suggestions and Comments from Members of the Community. Procedures for audience participation are posted at the end of the agenda. Speakers are limited to three (3) minutes.

- 1.5 (A): Approval of Order of Agenda **(pp 1-3)**
- 1.6 (A): Approval of Minutes of the Meeting: May 13, 2026 – *Juanita Pasley, Secretary (minutes provided in board action packet) (pp 4-9)*
- 1.7 (A): Finance Committee Report: Approval of MMCID Financials for May 2026 – *John Precissi, Treasurer; Kailani Haro, Executive Director (financial report provided in board action packet) (pp 10-28)*

2 Reports/Discussions Part 1

- 2.1 (I): Stockton City Council – *Mario Enriquez, City Councilmember, Area 4*
- 2.2 (I): City of Stockton - *Tina McCarty, Director of Economic Development*

3 Consent Items

*Backup materials will be provided in the **Board Action Packet**.*

- 3.1 (C/A): Ratification of Contract with Eagle Eye Protection Services for Security Services **(pp 29-41)**
- 3.2 (C/A): Ratification of Contract with Ontiveros Lawn Care for Maintenance Services **(pp 42-56)**

4 Action Items

*Backup materials will be provided in the **Board Action Packet**.*

- 4.1 (A): Rejection of Bids for the Substation Project and Approval of Alternative Bid Process **(pp 57-63)**

Addendum (pp 64-66)

5 Reports/Discussions Part 2

*Committee Reports – Agendas, minutes, and written reports and materials are provided in a separate packet entitled **Committee Reports**.*

- 5.1 (I): Executive Director’s Report – *Kailani Haro, Executive Director*
- 5.2 (I): Events and Promotions Committee – *Juanita Pasley, Chair*
- 5.3 (I): Governance and Bylaws Committee – *Clem Lee, Chair*
- 5.4 (I): Civil Sidewalks Committee – *Lisa Whirlow, Chair*
- 5.5 (I): Economic Development Committee – *Jeff Gamboni, Chair*
- 5.6 (I): \$20 Million Capital Improvement Ad Hoc Committee – *Jean Callahan and Kevin Dougherty, Co-Chairs*
- 5.7 (I): Asset Management Committee – *Kevin Dougherty Chair*
- 5.8 (I): Kiwanis Club Update – *Clem Lee, Kiwanis Liaison*

6 Adjournment

- 6.1 (I): Governing Board Members’ Comments
- 6.2 (A): Adjournment of the Meeting

Upcoming 2026 Meetings: 4:00 pm, Conference Room at 250 Dorris Place
August 12, September 9, October 14, November 11 (subject to change due to Veterans Day),
December 9

Procedures to be Used in the Conduct of Meetings of the Governing Board of Directors

Agenda Items

- Action items are indicated by (A) and require a separate motion and second followed by discussion and a vote of the board.
- Consent items are indicated by (C/A) and may be addressed collectively with all other consent items in section 5 following a motion, second, discussion – if any, and a vote of the board. Any consent item may be pulled and turned into an action item at the request of any board member during approval of the agenda item entitled Approval of Order of Agenda. The approval of the order of agenda would be “as amended” if consent items are pulled for action.
- Informational items are indicated by (I). No action is required or permitted. Discussion, including questions and answers, are appropriate.

Audience Participation

Members of the public who submit a card to the secretary or president will be called upon to address the board under the agenda item titled Oral Suggestions and Comments from Members of the Community. Speakers are allotted three (3) minutes and will be asked to identify themselves for the record. Speakers are sometimes surprised when their three (3) minutes elapse before they have made their point. Speakers are encouraged to be clear and concise, to have rehearsed their message to ensure it fits within three (3) minutes, and to refer to written prompts to help them stay on message. Limited public seating in the boardroom is available on a first-come, first-served basis.

Meeting Conduct

Board meetings are conducted in accordance with Robert’s Rules of Order unless otherwise stipulated by action of the Board of Directors. All participants in board meetings are to conduct themselves in a respectful manner. Participants will refrain from the use of profanity, personal attacks, and signs or props.

Taping

Board meetings may be recorded and/or videotaped.

Any person who willfully disturbs a public meeting is guilty of a misdemeanor under California law.

MINUTES OF THE MEETING

Wednesday, May 13, 2026 at 4:00pm

Conference Room, 250 Dorris Place, Stockton, CA 95204

PRESENT: Kailani Haro, Juanita Pasley, Clem Lee (left 5:12pm), John Precissi, Rex Dhatt (left 5:28pm), Kevin Hernandez, Brian Wright (left 5:39pm), Jeff Gamboni, Lisa Whirlow, Kevin Dougherty, Melissa Grizzle (arrived 4:05pm), Manuel Guizar (arrived 4:04pm, left 5:11pm), Tammy Nguyen (via Zoom)

ABSENT: Jean Callahan

GUESTS: Mario Enriquez, James Snyder, Tim Swartz, Vanessa Barberis

1 Call to Order and Organization –

1.1 Welcome – Meeting called to order at 4:03pm by Jeff Gamboni, Board President.

1.2 Meeting Procedures - Posted at the End of the Agenda –

1.3 Roll Call and Establishment of a Quorum – Quorum was met.

1.4 Oral Suggestions and Comments from Members of the Community. Procedures for audience participation are posted at the end of the agenda. Speakers are limited to three (3) minutes. – Vanessa Barberis spoke how, since she has been spending time around the area, she has talked with Councilman Enriquez and they agreed that the trash containers around the Mile need to be swept and cleaned up. They will be swapping out bins that need to be replaced starting June 1, 2026, Waste Management wants to do what they can to help with beautification of the Mile. Kevin Dougherty asked about the possibility of a trash compactor and if there are any programs that may help to build one.

James Snyder introduced himself as the new operator of the Hippodrome Theatre. They will start with their first shows at the beginning of the year, and are currently under a redesign. They will offer six shows a year, with a run of four weeks per show. The theatre shows will begin at 8:00pm and they are looking to partner with the Mile restaurants so that customers will patronize everyone.

1.5 (A): Approval of Order of the Agenda

Any board member who wishes to pull an item from the consent calendar should so declare now. –

MOTION to approve May 2026 agenda:

Motion: Brian Wright **Second:** Manuel Guizar **Vote:** 12/0 **Abstentions:** 0

Motion Approved

1.6 (A): Approval of Minutes of the Meeting: April 8, 2026 – Juanita Pasley, *Board Secretary* (minutes provided in board packet) –

MOTION to approve Minutes of April 8, 2026:

Motion: Clem Lee **Second:** Rex Dhatt **Vote:**11/0 **Abstentions:** 1

Motion Approved

1.7 (A): Finance Committee Report: Approval of MMCID Financials for April 2026- *John Precissi, Treasurer; Kailani Haro, Executive Director* (financial report provided in board action packet) – Operating within expectations, we are on budget for now. Kevin asked about how the assessments are showing that we are currently over budget. Kailani explained that it is due to having received some of the assessments early. Taste of the Mile currently has \$50K confirmed in sponsorships. We will need to fill 13-14 more tables. There are currently 15 organizations that are pending as sponsors. MMCID will be sponsoring a table at Pride Center for their event on June 6, 2026 from 11am – 2pm and they will sponsor a table for TOTM.

MOTION to approve MMCID Financials for April 2026:

Motion: Clem Lee **Second:** Manuel Guizar **Vote:** 12/0 **Abstentions:** 0

Motion Approved

2 Reports / Discussions Part 1

2.1 (I): Stockton City Council – *Mario Enriquez, City Councilmember, Area 4* – Councilman Enriquez spoke about his DC trip and getting funding for infrastructure. He will continue to push for everything possible. The next Mornings with Mario will take place May 23, 2026 from 10am-11:30am at Groundstack Coffee. SPD to attend.

2.2 (I): City of Stockton – *Tina McCarty, Director of Economic Development* – Tina was unable to attend.

2.3 (I): Kiwanis Club Update – *Clem Lee, Kiwanis Liaison* - Kiwanis will be getting back to Clem as soon as possible about helping with TOTM. They are on board to help with the rest of our events and are very excited to help with the holiday parade. They would like to have a dinner and invite property/business owners to talk about Kiwanis and encourage participation.

2.4 (I): Don Pepe's Loan and Jewelry Inc. Update – *Jeff Gamboni, President* - A hearing is scheduled for 5:00pm on May 14, 2026. There was a meeting at Michael Hakeem's office (attorney) where items about the incoming business were discussed.

3 Consent Items – Backup Materials Will Be Presented in the Board Action Packet

3.1 (C/A): Acknowledgement/Approval of Expenses for Real Property at 250 Dorris Place. –
N/A

3.2 (C/A): Approval of Initiative to Identify Blighted Properties and Provide Property Owners with Assistance to Access the City’s Façade Improvement Grant.

MOTION to approve the Consent calendar:

Motion: Clem Lee **Second:** John Precissi **Vote:** 12/0 **Abstentions:** 0

Motion Approved

4 Action Items – Backup Materials Will Be Presented in the Board Action Packet.

4.1 (A): Approval of Recommendation for Substation Project: Acceptance of Low Bid or Reissue RFP and Reopen the Bid Process – We received a contract for bids, and all of the bids came in significantly higher than the budget allowed. The Asset Management committee has decided not to proceed with either of the bids and will search out re-bids.

MOTION to allow Asset Management committee to evaluate then proceed with rebidding of the project using a more collaborative and cost-controlled process:

Motion: Clem Lee **Second:** Lisa Whirlow **Vote:** 12/0 **Abstentions:** 0

Motion Approved

4.2 (A): Approval of Recommendation for Palm Tree Maintenance – Three bids were received, with the lowest being \$2,000.

MOTION to approve Stockton Tree Surgery for Palm Tree Maintenance:

Motion: Juanita Pasley **Second:** Manuel Guizar **Vote:** 12/0 **Abstentions:** 0

Motion Approved

4.3 (A): Approval of Resolution Supporting the City’s Efforts to Rezone the Miracle Mile and Encouraging the City to Complete that Process Exeditiously.

MOTION to approve the Resolution Supporting the City’s Efforts to Rezone the Miracle Mile and Encourage the City to Complete that Process Exeditiously:

Motion: Clem Lee **Second:** Rex Dhatt **Vote:** 12/0 **Abstentions:** 0

Motion Approved

4.4 (A): Approval of a Date and Name for the Holiday Parade Along with Any Other Appropriate Details of the Event.

**MOTION to approve the Date and Name for the Holiday Parade Along with Any Other Appropriate Details of the Event – December 4, 2026 (Friday),
Motion: Juanita Pasley Second: Kevin Hernandez Vote: 12/0 Abstentions: 0
Motion Approved**

4.5 (A): Approval of Selection of Maintenance and Security Vendors and Authorization of the Executive Director and the President to Execute Contracts with the Vendors to Ensure Uninterrupted Services – There were several responses to our RFP. DSA submitted a 30-day termination, and when we tried to fix the relationship, they came back with a much higher increased rate. The Civil Sidewalk committee met with a few of the vendors who submitted RFP's and the recommendation would be to hire Ontiveros Lawn Care as the new maintenance company and Eagle Eye Security as the new security services.

**MOTION to approve the selection of Ontiveros Lawn Care and Eagle Eye Security as the new Maintenance and Security Vendors and to Authorize the Executive Director and the President to Execute Contracts:
Motion: Kevin Dougherty Second: Manuel Guizar Vote: 12/0 Abstentions: 0
Motion Approved**

5 Reports / Discussions Part 2

Committee Reports – *Agendas, minutes, and written reports and materials are provided in a separate packet entitled **Committee Reports**.*

5.1 (I): Executive Director's Report – *Kailani Haro, Executive Director* – Art-Lit partnered with COS Small Business Week. Still working with Siegfried on the empty storefront window project.

5.2 (I): Events and Promotions Committee – *Juanita Pasley, Chair* – The Literature Crawl was held on Saturday, April 11th and, despite the weather, was a great event for the venues that hosted. The 2nd Annual Art-Lit was held on Friday, May 8th and the committee agreed that changing the time was better for the event. We will work on ways in which we can get the word out more to the community and get more people out to these events. We are also heavy in final planning for Taste of the Mile. We are asking all board members who can to please volunteer to help with set-up, clean-up, or both as lots of help with make it easier for everyone. We are also still looking for silent auction items, please get with Lisa if you have anything that you can donate.

5.3 (I): Governance and Bylaws Committee– *Clem Lee, Chair* – Clem had to leave the meeting early.

5.4 (I): Civil Sidewalk Committee – *Lisa Whirlow, Chair* – Kevin Hernandez contacted the Mayor, and her and Peni Basalusalu will walk the district and check out the cracked sidewalks that need repair. Storefronts that are blighted need to be reported and property owners need to be held accountable.

5.5 (I): Economic Development Committee – *Jeff Gamboni, Chair* – Cindy (Annette) is working on getting the old bridal store on Harding Way restored. Ultimately, there will be a nonprofit going into that space that will operate on grants.

5.6 (I): \$20 Million Capital Improvement Ad Hoc Committee – *Jean Callahan and Kevin Dougherty, Co-Chairs* – Ongoing work with Siegfried and are awaiting word back from them.

5.7 (I): Asset Management Committee – *Kevin Dougherty, Chair* – Focus is on reconciliations and working on the Bedford suite bids. Melissa asked what the goal was for the project initially. Kevin stated that we hoped the project would already be completed, but we are hoping for it to be completed by the end of this year.

6 Adjournment

6.1 (I): Governing Board Members' Comments – Kevin spoke about the Façade grant. Mario stated that he has asked the new Economic Development Director, Ricardo Noguera, to attend next BOD meeting. Melissa stated that we are now feeling that we are supported by the COS. The people that are being put into place are experienced and are helping us to move in the right direction to help our district function better.

6.2 (A): Adjournment of the Meeting – Meeting adjourned at 5:52pm.

MOTION to Adjourn the Meeting:

Motion: Juanita Pasley **Second:** John Precissi **Vote:** 8/0 **Abstentions:** 0

Motion Approved

Upcoming 2026 Meetings: 4:00 pm, Conference Room at 250 Dorris Place.

May 13, June 10, July – no meeting, August 12, September 9, October 14, November 11 (subject to change due to Veterans Day), December 9.

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Miracle Mile Community Improvement District
Finance Sub-Committee
Wednesday, June 3rd 4:00 pm

via Zoom @

<https://us06web.zoom.us/j/3301623156?pwd=ZE8yZDladGJkRIBKR01CUHlwdlR1Zz09&omn=83457037117>

AGENDA

1. Call to order Open Session **John, Jeff, Emily, Kailani Call to Order 4:03pm**
2. Public Comment (3-Minute Max Per Person) *Please keep comments directed to the items bring discussed.* **None**
3. Review Draft Financials
 - a. Review financial reports review
 - b. CAM
 - c. Grant Funding
 - d. Dougherty Contribution
4. New Business
 - a. Cash Flow: forecast additional cash needed in Operating Account for Month of **June 25K**
 - b. PG&E True Up Due April \$3,340.42 – **Not Paid expected to be billed until June or July**
 - c. Grant Reimbursements 3.1M grant – **City requested verification of funds spent; Emily to send documentation to Zulema**
 - d. New Vendor Payments – **Approved auto transfer on the 1st of the month to cover vendor reoccurring payments.**
 - i. Ontiveros \$5200.00
 - ii. Eagle Eye Protection \$7875.00 plus on-call service
5. Next Meeting **July 1st, 2026 at 4:00 pm Zoom**
6. Adjournment **4:30pm**

Finance Committee Report

Miracle Mile Community Improvement District
For the period ended May 31, 2026



Prepared on
June 2, 2026

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ACCOUNTS RECEIVABLE AGING

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	Total
City of Stockton - Economic Development	24,812.12					24,812.12
County of San Joaquin		101,607.56				101,607.56
Stockton Unified School District					23,163.92	23,163.92
TOTAL	24,812.12	101,607.56			23,163.92	\$149,583.60

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ACCOUNTS PAYABLE AGING

As of May 31, 2026

	Current	1 - 30	31 - 60	61 and over	Total
Calidad Services, Inc.	4,580.00				4,580.00
CalWater	47.99				47.99
City of Stockton (Sewer)	244.79				244.79
Downtown Stockton Alliance (Maintenance Ambassador)	6,535.14				6,535.14
Downtown Stockton Alliance, Inc. (Security Ambassador)	6,624.19				6,624.19
Emily Henderson	525.00				525.00
Federico Chavez	625.00				625.00
Gary Fonseca, Jr. DBA Online Printing and Graphics	842.27				842.27
Katie Siegfried	1,500.00				1,500.00
MMK Group, Inc.	5,000.00				5,000.00
TOTAL	\$26,524.38	\$0.00	\$0.00	\$0.00	\$26,524.38

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STATEMENT OF FINANCIAL POSITION

As of May 31, 2026

	Total
ASSETS	
Current Assets	
Bank Accounts	
F&M Certificate of Deposit x0823	23,030.55
F&M Checking x0801	50,770.78
F&M Money Market x0802	2,505.09
F&M Sweep x0800	196,238.14
Total Bank Accounts	272,544.56
Total Current Assets	272,544.56
Fixed Assets	
230-250 Doris Place	835,000.00
Accumulated Depreciation	-34,927.29
Doris Place Improvements	115,781.69
Dorris Place - Land Purchase	140,000.00
Security Equipment	149,151.65
Total Fixed Assets	1,205,006.05
TOTAL ASSETS	\$1,477,550.61
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Tenant Deposit	6,132.79
Total Other Current Liabilities	6,132.79
Total Current Liabilities	6,132.79
Total Liabilities	6,132.79
Equity	
Opening balance equity	0.01
Retained Earnings	1,298,019.02
Net Revenue	173,398.79
Total Equity	1,471,417.82
TOTAL LIABILITIES AND EQUITY	\$1,477,550.61

STATEMENT OF ACTIVITY

May 2026

	Total
REVENUE	
NON-ASSESSED INCOME	
Event Income	
ArtLit	
Event Registration	250.00
Sponsorship	350.00
Total ArtLit	600.00
BOO-tique Market	
Sponsorship	1,000.00
Total BOO-tique Market	1,000.00
Event - Taste of the Mile	
Event - Taste of the Mile - Sponsorship	13,000.00
Event - Taste of the Mile - Ticket Sales	3,500.00
Total Event - Taste of the Mile	16,500.00
Holiday Sip & Shop	
Sponsorship	1,000.00
Total Holiday Sip & Shop	1,000.00
Total Event Income	19,100.00
Interest Income	510.94
Total NON-ASSESSED INCOME	19,610.94
Non-Event Sponsorship	390.00
Total Revenue	20,000.94
GROSS PROFIT	
20,000.94	
EXPENDITURES	
CIVIL SIDEWALK	
Enhanced Service Programs	
Maintenance Ambassador	6,526.50
Repair & maintenance supplies	522.85
Safety Ambassador	6,624.19
Safety Service Calls	245.00
Security Camera Monitoring	4,580.00
Waste Management	937.23
Total Enhanced Service Programs	19,435.77
Total CIVIL SIDEWALK	19,435.77
DISTRICT IDENTITY	
Event Expenses	
ArtLit	
Square Processing Fee	10.60
Total ArtLit	10.60
Taste of the Mile Expense	
Event Supplies	1,473.33

	Total
Rentals	3,971.48
Security, Street Closure & Insurance	277.00
Square Processing Fee	305.90
Total Taste of the Mile Expense	6,027.71
Total Event Expenses	6,038.31
Social Media Contractor	1,500.00
Total DISTRICT IDENTITY	7,538.31
DISTRICT MANAGEMENT & ADMINISTRATION	
Contract Management Services	9,980.00
Office/General Administrative	
Google Workspace	16.80
QuickBooks	275.00
Total Office/General Administrative	291.80
Professional Fees	
Bookkeeping	525.00
Total Professional Fees	525.00
Total DISTRICT MANAGEMENT & ADMINISTRATION	10,796.80
Total Expenditures	37,770.88
NET OPERATING REVENUE	-17,769.94
OTHER REVENUE	
DORRIS PLACE INCOME	
CAM Reimbursements	1,465.58
Lease Income	5,400.00
Total DORRIS PLACE INCOME	6,865.58
Total Other Revenue	6,865.58
OTHER EXPENDITURES	
DORRIS PLACE	
Improvements (Funded)	15,445.82
Utilities & Monthly Services	937.42
Total DORRIS PLACE	16,383.24
Total Other Expenditures	16,383.24
NET OTHER REVENUE	-9,517.66
NET REVENUE	\$ -27,287.60

2026 BUDGET v ACTUALS

January - May, 2026

	Actual	Budget	over Budget	% of Budget	Total
REVENUE					
ASSESSMENT INCOME					
COS Assessment	24,812.12	24,812.12	0.00	100.00 %	
SJC Assessments	216,186.30	216,186.30	0.00	100.00 %	
SJC Admin fee	-425.65		-425.65		
Total SJC Assessments	215,760.65	216,186.30	-425.65	99.80 %	
SUSD Assessment	23,163.92	0.00	23,163.92		
Total ASSESSMENT INCOME	263,736.69	240,998.42	22,738.27	109.44 %	
NON-ASSESSED INCOME					
Event Income					
ArtLit					
Event Registration	1,000.00	1,500.00	-500.00	66.67 %	
Sponsorship	850.00	400.00	450.00	212.50 %	
Total ArtLit	1,850.00	1,900.00	-50.00	97.37 %	
BOO-tique Market					
Sponsorship	500.00	0.00	500.00		
Total BOO-tique Market	500.00	0.00	500.00		
Event - Taste of the Mile					
Event - Taste of the Mile - Sponsorship	34,471.64	0.00	34,471.64		
Event - Taste of the Mile - Ticket Sales	3,625.00	0.00	3,625.00		
Total Event - Taste of the Mile	38,096.64	0.00	38,096.64		
Holiday Sip & Shop					
Sponsorship	1,000.00		1,000.00		
Total Holiday Sip & Shop	1,000.00	1,000.00	0.00		
LitWalk					
Sponsorship	500.00	1,000.00	-500.00	50.00 %	
Total LitWalk	500.00	1,000.00	-500.00	50.00 %	
Stoktoberfest & Car Show					

	Actual	Budget	over Budget	Total % of Budget
Sponsorship	1,000.00	0.00	1,000.00	
Total Stoktoberfest & Car Show	1,000.00	0.00	1,000.00	
UOP Welcome Back (WOW)				
Sponsorship	500.00	0.00	500.00	
Total UOP Welcome Back (WOW)	500.00	0.00	500.00	
Total Event Income	43,446.64	2,900.00	40,546.64	1,498.16 %
Interest Income	1,771.74	2,705.00	-933.26	65.50 %
Total NON-ASSESSED INCOME	45,218.38	5,605.00	39,613.38	806.75 %
Non-Event Sponsorship	1,950.00	1,950.00	0.00	100.00 %
Total Revenue	310,905.07	248,553.42	62,351.65	125.09 %
GROSS PROFIT	310,905.07	248,553.42	62,351.65	125.09 %

EXPENDITURES

CIVIL SIDEWALK

Enhanced Service Programs				
Maintenance Ambassador	32,467.06	32,425.70	41.36	100.13 %
Repair & maintenance supplies	630.53		630.53	
Safety Ambassador	33,120.95	33,120.95	0.00	100.00 %
Safety Service Calls	1,365.00	1,400.00	-35.00	97.50 %
Security Camera Monitoring	22,900.00	22,900.00	0.00	100.00 %
Waste Management	4,802.82	4,801.95	0.87	100.02 %
Total Enhanced Service Programs	95,286.36	94,648.60	637.76	100.67 %
Total CIVIL SIDEWALK	95,286.36	94,648.60	637.76	100.67 %

DISTRICT IDENTITY

Event Expenses				
ArtLit				
Advertising & Marketing	113.50	1,100.00	-986.50	10.32 %
Square Processing Fee	41.50	40.00	1.50	103.75 %
Total ArtLit	155.00	1,140.00	-985.00	13.60 %
Holiday Sip & Shop Expense	0.40		0.40	
Outside Services	474.18	0.00	474.18	

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	Actual	Budget	over Budget	% of Budget	Total
Total Holiday Sip & Shop Expense	474.58	0.00	474.58		
LitWalk					
Advertising & Marketing	276.04	1,100.00	-823.96	25.09 %	
Square Processing Fee		40.00	-40.00		
Total LitWalk	276.04	1,140.00	-863.96	24.21 %	
Taste of the Mile Expense					
Advertising & Marketing	194.41	0.00	194.41		
Event Supplies	1,473.33	0.00	1,473.33		
Rentals	3,971.48	0.00	3,971.48		
Security, Street Closure & Insurance	832.00	0.00	832.00		
Square Processing Fee	376.13	0.00	376.13		
Total Taste of the Mile Expense	6,847.35	0.00	6,847.35		
UOP Welcome Back Expense (WOW)					
Advertising & Marketing	-200.00	0.00	-200.00		
Total UOP Welcome Back Expense (WOW)	-200.00	0.00	-200.00		
Total Event Expenses	7,552.97	2,280.00	5,272.97	331.27 %	
Marketing & Advertising	1,374.19	2,916.66	-1,542.47	47.12 %	
Social Media Contractor	7,500.00	7,500.00	0.00	100.00 %	
Website & Email Services	463.97	2,358.02	-1,894.05	19.68 %	
Total DISTRICT IDENTITY	16,891.13	15,054.68	1,836.45	112.20 %	
DISTRICT MANAGEMENT & ADMINISTRATION					
Contract Management Services	29,980.00	28,000.00	1,980.00	107.07 %	
Insurance	6,817.91	6,817.91	0.00	100.00 %	
License and Permits	128.00	278.00	-150.00	46.04 %	
Office/General Administrative					
Bank fees & service charges	20.00	0.00	20.00		
Dues, subscriptions & memberships	3,744.49	4,969.49	-1,225.00	75.35 %	
Google Workspace	96.00	84.00	12.00	114.29 %	
Meeting Expense		175.00	-175.00		
Office Printing	220.26	0.00	220.26		
Office Supplies	368.23		368.23		

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	Actual	Budget	over Budget	% of Budget	Total
Phone & Internet Service	32.68	160.80	-128.12	20.32 %	
QuickBooks	1,375.00	235.00	1,140.00	585.11 %	
Total Office/General Administrative	5,856.66	5,624.29	232.37	104.13 %	
Professional Fees	0.00	0.00	0.00		
Bookkeeping	2,625.00	2,625.00	0.00	100.00 %	
CPA	2,500.00	2,500.00	0.00	100.00 %	
Total Professional Fees	5,125.00	5,125.00	0.00	100.00 %	
Total DISTRICT MANAGEMENT & ADMINISTRATION	47,907.57	45,845.20	2,062.37	104.50 %	
Total Expenditures	160,085.06	155,548.48	4,536.58	102.92 %	
NET OPERATING REVENUE	150,820.01	93,004.94	57,815.07	162.16 %	
OTHER REVENUE					
DORRIS PLACE INCOME					
CAM Reimbursements	7,327.90	7,327.90	0.00	100.00 %	
Lease Income	27,000.00	27,000.00	0.00	100.00 %	
Total DORRIS PLACE INCOME	34,327.90	34,327.90	0.00	100.00 %	
GRANT INCOME (\$3.1M)	181,705.54		181,705.54		
Total Other Revenue	216,033.44	34,327.90	181,705.54	629.32 %	
OTHER EXPENDITURES					
DORRIS PLACE					
Improvements (Funded)	19,342.07	0.00	19,342.07		
Improvements (OOP)	1,000.00	1,000.00	-1,000.00		
Property Taxes	8,401.84	8,000.00	401.84	105.02 %	
Repairs & Maintenance	1,537.00	3,602.40	-2,065.40	42.67 %	
Utilities & Monthly Services	5,871.64	5,165.57	706.07	113.67 %	
Total DORRIS PLACE	35,152.55	17,767.97	17,384.58	197.84 %	
Total Other Expenditures	35,152.55	17,767.97	17,384.58	197.84 %	
NET OTHER REVENUE	180,880.89	16,559.93	164,320.96	1,092.28 %	
NET REVENUE	\$331,700.90	\$109,564.87	\$222,136.03	302.74 %	

2-

Statement of	Deposit	INTEREST ADDED BACK	Interest Income	20
				\$28
1801				
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Check	12736	Calidad Services, Inc.		Security Equipment -47,08
Payment		Waste Management		Accounts Receivable (A/R) 39
		Sponsor		
Expense		Home Depot	1004 97 THE HOME DEPOT # 5010 FEATHER RIVER STOCKTONCA C# 4987 POS DEB 1004 05/01/26 97 THE HOME DEPOT # 5010 FEATHER RIVER STOCKTONCA C# 4987	Repair & maintenance supplies -52
Check	200173	Lovotti, Inc.		Improvements (Funded) -12,52
Deposit		Square - Sales	SQ260504 SQUARE INC MIRACLE MILE COMMUNITY	Event Registration 2
Deposit		Square - Sales	SQ260504 SQUARE INC MIRACLE MILE COMMUNITY	Event Registration 7
Bill Payment (Check)		CalWater		Accounts Payable (A/P) -4
Check	12735	MMK Group, Inc.		Contract Management Services -4,98
Expense		Google	GOOGLE MIRACLE MILE COMMUNITY PURCHASE GOOGLE MIRACLE MILE COMMUNITY	Google Workspace -1
Bill Payment (Check)		City of Stockton (Sewer)		Accounts Payable (A/P) -5
Bill Payment (Check)		City of Stockton (Sewer)		Accounts Payable (A/P) -
Deposit		Square - Sales	SQ260506 SQUARE INC MIRACLE MILE COMMUNITY	Event Registration 2
Transfer			WITHDRAWAL	F&M Money Market x0802 -100,00
Expense		Standard Event Rentals	DBT CRD 2101 20 STANDARD EVENT R 120-95241966CA CARD# 4987 DBT CRD 2101 05/07/26 20 STANDARD EVENT R 120- 95241966CA CARD# 4987	Rentals -1,87
Expense		Amazon	Decor	Event Supplies -30
Deposit		Square - Sales	SQ260508 SQUARE INC MIRACLE MILE COMMUNITY	Event Registration 4
Deposit		Square - Sales	SQ260511 SQUARE INC MIRACLE MILE COMMUNITY	Event Registration 7
Bill Payment (Check)		Downtown Stockton Alliance, Inc. (Security Ambassador)		Accounts Payable (A/P) -24
Expense		F.J. Dietrich & Co	J2885 OOFF INSURANCE	Security. Street Closure & -27

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Bill Payment (Check)	MMK Group, Inc.		Accounts Payable (A/P)	-5,00
Expense	Hobby Lobby	vases	Event Supplies	-56
Bill Payment (Check)	City of Stockton (Sewer)		Accounts Payable (A/P)	-5
Bill Payment (Check)	Downtown Stockton Alliance, Inc. (Security Ambassador)		Accounts Payable (A/P)	-6,62
Bill Payment (Check)	Downtown Stockton Alliance (Maintenance Ambassador)		Accounts Payable (A/P)	-6,53
Bill Payment (Check)	WMB		Accounts Payable (A/P)	-2,91
Bill Payment (Check)	Federico Chavez		Accounts Payable (A/P)	-62
Bill Payment (Check)	Katie Siegfried		Accounts Payable (A/P)	-1,50
Bill Payment (Check)	Calidad Services, Inc.		Accounts Payable (A/P)	-4,58
Deposit		SQ260521 SQUARE INC MIRACLE MILE COMMUNITY		24
Deposit		DEPOSIT		35
Deposit		DEPOSIT		6,86
Deposit		DEPOSIT		2,75
Deposit	Visit Stockton	DEPOSIT	Sponsorship	1,00
Deposit		DEPOSIT		4,00
Payment	CAL-WATER		Accounts Receivable (A/R)	1,00
Bill Payment (Check)	12738 Resistance Event Rentals		Accounts Payable (A/P)	-2,10
Deposit		SQ260526 SQUARE INC MIRACLE MILE COMMUNITY		4,83
Expense	QuickBooks Payments	DBT CRD 0856 54 INTUIT QBOOKS O CL.INTUIT.COMCA CARD# 4987 DBT CRD 0856 05/26/26 54 INTUIT *QBOOKS O CL.INTUIT.COMCA CARD# 4987	QuickBooks	-27
Expense	Amazon	fans, batteries, burlap, etc.	Event Supplies	-62
Expense	Pacific Gas & Electric (PG&E)	WEB ONLINE PGANDE WEB XXXXXXXX050726	Utilities & Monthly Services	-1
Expense	Waste Management	PAYMENT WASTE MANAGEMENT MIRACLE MILE COMMUNITY	Waste Management	-88
Expense	Waste Management	PAYMENT WASTE MANAGEMENT MIRACLE MILE COMMUNITY	Utilities & Monthly Services	-7
Expense	Amazon	Vests for new maintenance crew	Maintenance Ambassador	-4
Expense	Charlie's Day & Nite	0907 60 CHARLIE S DAY & 706 N EL DORADO ST STOCKTONCA C# 4987 POS DEB 0907 05/27/26 60 CHARLIE S DAY & 706 N EL DORADO ST STOCKTONCA C# 4987	Utilities & Monthly Services	-4
Bill Payment (Check)	Emily Henderson		Accounts Payable (A/P)	-52
Deposit	Amazon 23	CREDIT 1748 43 AMAZON MKTPLACE	Event Supplies	2

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Expense		3RD PARTY SWEEPS DDA DR	F&M Sweep x0800	-
Transfer Expense		WITHDRAWAL	F&M Checking x0801	100,00
		3RD PARTY SWEEPS DDA DR	F&M Sweep x0800	-100,00
Deposit	F&M Bank - V		Interest Income	

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Expense		3RD PARTY SWEEPS DDA DR	F&M Money Market x0802	
Deposit Expense	F&M Bank		Interest Income	22
		3RD PARTY SWEEPS DDA DR	F&M Money Market x0802	100,00

eep \$100,22

-\$74,36

CAM

RECOVER WITH CAM	Name	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL
YES	CalWater	\$ 155	\$ 52	\$ 58	\$ 52	\$ 58	\$ 58	\$ 47	\$ 46	\$ 34	\$ 59	\$ 48	\$ 48	\$ 47	\$ 761
	Charlie's Day & Nite (pd. quarterly)	\$ 397	\$ 141	\$ 120	\$ 125	\$ 125	\$ 360	\$ 125	\$ 120	\$ 17	\$ 125	\$ 120	\$ 274	\$ 125	\$ 666
	City of Stockton (Sewer)	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 1,932
	Federico Chavez	\$ 33	\$ 70	\$ 191	\$ 562	\$ 623	\$ 607	\$ 206	\$ 118	\$ 516	\$ 364	\$ 209	\$ 70	\$ 19	\$ 8,125
	Pacific Gas & Electric (PG&E)	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 73	\$ 73	\$ 73	\$ 73	\$ 73	\$ 3,588
	Waste Management	\$ 205	\$ 958	\$ 1,065	\$ 1,435	\$ 1,502	\$ 1,846	\$ 1,073	\$ 1,104	\$ 1,390	\$ 1,245	\$ 1,075	\$ 1,090	\$ 937	\$ 16,003
	TOTAL	\$ 205	\$ 958	\$ 1,065	\$ 1,435	\$ 1,502	\$ 1,846	\$ 1,073	\$ 1,104	\$ 1,390	\$ 1,245	\$ 1,075	\$ 1,090	\$ 937	\$ 16,003
	A1 Exterminators	\$ 85						\$ 215							\$ 300
	Kleerview Professional Services							\$ 642							\$ 199
	Preszler Plumbing					\$ 199									\$ 642
	Aqua Steam (carpet cleaning)							\$ 188				\$ 1,372			\$ 1,372
	The Glass Shop														\$ 188
	Hardware Supplies														\$ 188
	TOTAL	\$ 290	\$ -	\$ -	\$ -	\$ 199	\$ -	\$ 188	\$ 188	\$ -	\$ -	\$ 1,372	\$ -	\$ 937	\$ 2,906
Grand Total		\$ 1,571	\$ 958	\$ 1,065	\$ 1,435	\$ 1,702	\$ 1,846	\$ 1,073	\$ 2,149	\$ 1,390	\$ 1,245	\$ 2,447	\$ 1,090	\$ 937	\$ 18,909

CAM Income \$ 733 \$ 733 \$ 1,099 \$ 1,099 \$ 1,466 \$ 1,466 \$ 1,466 \$ 1,466 \$ 1,466 \$ 1,466 \$ 1,466 \$ 1,466 \$ 1,466 \$ 1,466 \$ 1,466 \$ 16,854
(GAP) \$ (838) \$ (226) \$ 34 \$ (336) \$ (236) \$ (380) \$ 392 \$ (684) \$ 76 \$ 220 \$ (981) \$ 375 \$ 528 \$ (2,055)

MMCID - CASH REQUIREMENTS

Checking Account: \$ 51,936.40 6/1/2026

FORECASTED INCOME:

Rent & CAM \$ 6,865.58
Taste of the Mile \$ 30,000.00

COMMITTED FUNDS:

Outstanding Items

Resistance Event Rentals \$ (2,100.00)
Misc. \$ (488.63)

\$ (2,588.63)

UPCOMING BILLS:

Monthly Items \$ (26,000.00)
PG&E True-up (est.) \$ (3,400.00)

\$ (29,400.00)

TBD - Taste of the Mile \$ (29,000.00)

TRANSFER FROM MONEY MARKET: \$ 15,000.00

Projected Ending Balance \$ 12,813.35

Looking ahead:

ADDITIONAL ACCOUNTS:

Money Market Balance: \$ 198,747.23
CD Balance: \$ 23,030.55

GRANT FUNDS ALREADY REQUESTED

Building Purchase

SUBMITTED	PAID	REMAINING
\$ 993,339.35	\$ 993,339.35	\$ -

Grant Request #1

LDA Partners					
Calidad					
District 360					
Haggerty					
WMB Architects					
TJS Design					
Prelim design Bedford & Dorris	\$ 4,000.00	\$ 3,000.00	\$ -	\$ 1,000.00	
Security camera signage	\$ 1,618.00	\$ -	\$ -	\$ 1,618.00	
Salesforce	\$ 9,990.00	\$ 9,990.00	\$ -	\$ -	
Dumpster enclosure	\$ 48,025.00	\$ 48,025.00	\$ -	\$ -	
Bedford	\$ 47,991.00	\$ 31,728.82	\$ -	\$ 16,262.18	
Construction at Dorris	\$ 44,450.00	\$ 45,281.00	\$ -	\$ (831.00)	
TOTAL	\$ 156,074.00	\$ 138,024.82	\$ -	\$ 18,049.18	

Grant Request #2

Calidad Services					
Lovotti Inc.					
Marco Pries Masonry					
City of Stockton					
TJS Design					
Security Camera Expansion	\$ 159,920.70	\$ 47,080.35	\$ -	\$ 112,840.35	
Maintenance Substation AC	\$ 17,899.01	\$ 17,899.01	\$ -	\$ -	
Planter repair & painting	\$ 2,050.00	\$ 2,050.00	\$ -	\$ -	
Overage on building permit	\$ 1,004.83	\$ 1,004.83	\$ -	\$ -	
Remodel overage	\$ 831.00	\$ 831.00	\$ -	\$ -	
Excess from building purchase	\$ (653.35)	\$ -	\$ -	\$ (653.35)	
	\$ 181,052.19	\$ 68,865.19	\$ -	\$ 112,187.00	

GRANT FUNDS USED \$ 1,330,465.54
REMAINING \$ 1,769,534.46

Vendors Actively Paying:

WMB	DATE	AMOUNT
	8/8/2025	\$ 1,331.46
	8/15/2025	\$ 1,628.07
	10/1/2025	\$ 4,331.96
	10/24/2025	\$ 7,814.50
	12/1/2025	\$ 3,770.84
	12/4/2025	\$ 2,627.98
	12/31/2025	\$ 4,296.25
	1/27/2026	\$ 1,480.00
	2/28/2026	\$ 370.00
	3/31/2026	\$ 1,161.25
	4/30/2026	\$ 2,916.51
		\$ 31,728.82

Calidad Security

DATE	AMOUNT
4/30/2026	\$ 47,080.35

GRANT BUDGET ALLOCATIONS:

	PUBLIC SAFETY		MAINTENANCE		PARKING IMPROVEMENT/ MAINTENANCE
	<u>\$ 750,000.00</u>		<u>\$ 1,665,000.00</u>		<u>\$ 685,000.00</u>
SECURITY CAMERA EXPANSION	\$ 165,000.00	ACQUISITION OF MAINTENANCE SUBSTATION	\$ 1,500,000.00	PARKING MICROSURFACING	\$ 550,000.00
Caldad Services	<u>\$ (161,538.70)</u>	Building purchase	\$ (992,686.00)		
Remaining	\$ 3,461.30	LDA Partners	\$ (4,000.00)		
FAÇADE/SAFETY FACILITATOR	\$ 235,000.00	District 360	\$ (9,990.00)		
		WMB Architects	\$ (47,991.00)	MAINTENANCE	\$ 135,000.00
		TJS Design	\$ (45,281.00)	Marco Pries Masonry	<u>\$ (2,050.00)</u>
PEDESTRIAN LIGHTING	\$ 350,000.00	Lovotti Inc.	\$ (17,899.01)	Remaining	<u>\$ 132,950.00</u>
		City of Stockton	<u>\$ (1,004.83)</u>		
		Remaining	\$ 381,148.16		

TRASH RECEPTACLES	\$ 30,000.00
ENCLOSED GARBAGE CORRALS	\$ 135,000.00
Haggerty	<u>\$ (48,025.00)</u>
Remaining	\$ 86,975.00

**Miracle Mile Community Improvement District
MMCID**

**Authorizing Action Passed on May 13, 2026, in Black
Action Recommended for June 10, 2026, in Red**

**ACTION PACKET
May 13, 2026
June 10, 2026**

**Agenda Item 4.5 May 13, 2024
Consent Item 3.1 June 10, 2026**

Approval of Maintenance and Security Vendors

The MMCID issued RFP's, separately, for maintenance and security services. The Civil Sidewalks Committee reviewed and evaluated the bids, interacted with prospective vendors, and now forwards its recommendations to the Board.

Recommended Action

It is recommended that the Board approve the following vendors:

- Eagle Eye Protection Services – for security services
- Ontiveros Lawn Care – for maintenance services

It is further recommended that the Board authorize the Executive Director and President to enter into a contract with each vendor reflecting approved services and rates.

Approval of Maintenance and Security Vendors

Based on Board authorization of May 13, 2026, the President and the Executive Director entered into negotiations to establish a contract with Eagle Eye Protection Services.

The pre-existing conditions were agreed to, and, additionally, the MMCID agreed to three paid holidays: Thanksgiving, Christmas, and New Years.

The cost for security services remain within budget.

The agreement was signed, and services commenced on June 1.

Recommended Action for June 10, 2026

It is recommended that the Board of Directors ratify the contract with Eagle Eye Protection Services.

SECURITY SERVICES AGREEMENT

Independent Contractor Agreement for District Security Patrol Services

This Security Services Agreement (the "Agreement") is made and entered into as of **June 1, 2026** (the "Effective Date"), by and between the **Miracle Mile Community Improvement District** ("MMCID" or "Client"), a community improvement district with a mailing address of P.O. Box 4016, Stockton, CA 95204, and **Eagle Eye Protection Services** ("Contractor"), with a principal place of business at 829 Rosemarie Lane, Suite C, Stockton, CA 95207, regarding security services to be performed within the boundaries of the Miracle Mile Community Improvement District. MMCID and Contractor are referred to collectively as the "Parties" and individually as a "Party."

1. Services to Be Performed

Contractor agrees to provide licensed district security patrol services within the MMCID boundaries, as described in this Agreement and in **Exhibit A (Scope of Services)** and **Exhibit B (Rate Schedule)**, attached hereto and incorporated by reference. The purpose of the services is to provide a visible security presence that deters crime, enhances safety, and assists businesses, property owners, and visitors within the district.

Contractor shall coordinate with Calidad Services (remote monitoring and dispatch support) and with law enforcement and emergency services as described in Exhibit A. The MMCID District boundary map is attached as Exhibit C.

2. Service Schedule

Overnight Patrol Service. Contractor shall provide one (1) licensed security officer to patrol the district seven (7) days per week, Monday through Sunday, during a shift of **11:00 PM to 6:30 AM** (7.5 hours per shift, inclusive of one 30-minute break).

Daytime On-Call Service. Contractor shall provide one (1) licensed security officer for daytime on-call response, Monday through Sunday, from 6:30 AM to 11:30 PM, on an as-needed basis, available to respond to merchant and property-owner requests within the district. Estimated response time is specified in Exhibit A.

Scheduling. MMCID requires the overnight patrol shift to be staffed daily during the hours specified above. Subject to staffing the required shift, Contractor retains the right to determine the means, manner, and method of performing the services, including patrol routes and the order in which work is performed, consistent with Section 6 (Independent Contractor Status).

Federal Holiday Coverage. The required overnight patrol shift and the on-call service shall be staffed every day of the year, including all federal holidays. Overtime rate shall apply to 3 major federal holidays (Thanksgiving, Christmas, and New Year's Day) set forth in **Exhibit B (Rate Schedule)**.

Overtime Services. From time to time, the District may request additional patrol hours or special event coverage outside the regular service schedule. Any overtime or additional hours must be approved in advance by the Executive Director or their designee. Client agrees to compensate Contractor for approved overtime hours at the agreed-upon overtime rate set forth in **Exhibit B (Rate Schedule)**. Overtime hours worked without prior approval from the Executive Director shall not be eligible for reimbursement, except in emergency situations where immediate action is

required to protect life, safety, or property and the Executive Director is notified as soon as reasonably practicable.

Continuous Coverage; No Paid Leave. Contractor is solely responsible for staffing the required shift at all times, including arranging coverage for any vacation, sick leave, or other absence of any individual officer. Client shall not be responsible for, and shall not be billed for, any vacation time, sick time, paid time off, or other leave or benefits of Contractor's personnel; such matters are the sole responsibility of Contractor as the employer of its personnel.

Missed Service. If any portion of the required shift is not staffed or any scheduled service is not provided, Client shall not be billed for the missed service, and Contractor shall credit the corresponding amount on the next invoice. Client shall only be billed for services actually provided.

3. Payment

In consideration for the services performed, Client agrees to pay Contractor at the rates set forth in **Exhibit B (Rate Schedule)**. Client shall be billed only for hours of service actually provided. Contractor shall be paid within fifteen (15) days after Contractor submits an invoice to Client. Each invoice shall include an invoice number and the dates covered by the invoice.

Invoices shall be submitted electronically to both the Executive Director and the Client's accountant at the email addresses provided by Client. The rates set forth in Exhibit B shall remain fixed for the term of this Agreement and may be changed only by a written amendment to this agreement signed by both Parties.

4. Expenses, Vehicles, and Equipment

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes vehicle, fuel, vehicle maintenance and repair costs; equipment; tools; liability and workers' compensation insurance; radios; communication devices; flashlights; incident-reporting tools; uniforms; and the salary, expenses, and other compensation paid to any employees or contract personnel the Contractor hires to complete the work under this Agreement.

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Personnel, Licensing, and Standards

All security personnel assigned by Contractor under this Agreement shall, at all times during performance:

- Hold a valid California Guard Card issued by the Bureau of Security and Investigative Services (BSIS);
- Be trained in conflict de-escalation and professional public interaction;
- Wear uniforms and identification provided by Contractor; and
- Comply with all applicable state and local regulations governing security services.

Contractor shall be responsible for hiring, training, supervising, and equipping all security personnel. Upon Client's request, Contractor shall provide proof of valid BSIS certification for assigned personnel.

Replacement of Personnel. Client may, at any time and in writing, request that Contractor replace any security officer assigned to the district. Contractor shall honor such request as promptly as reasonably possible, at no additional cost to Client beyond the rates set forth in Exhibit B.

6. Independent Contractor Status

Contractor is an independent contractor. Neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed to be, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement;
- Contractor has the right to control and direct the means, manner, and method by which the services required by this Agreement are performed, including the selection of patrol routes and the order in which work is performed, subject to staffing the service schedule required in Section 2 and meeting the standards in Exhibit A;
- Contractor furnishes the tools, equipment, vehicles, and personnel used to perform the services; and
- Contractor's employees or contract personnel shall receive an overview of Client's expectations necessary to perform the services and an understanding of the systems used to confirm that services are being provided.

Client retains the right to specify the desired results of the services and to evaluate whether those results meet the standards of this Agreement, but does not control the day-to-day means and methods by which Contractor achieves them.

7. State and Federal Taxes

Client will not: (a) withhold FICA (Social Security and Medicare) taxes from Contractor's payments or make FICA payments on Contractor's behalf; (b) make state or federal unemployment compensation contributions on Contractor's behalf; or (c) withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Workers' Compensation and Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Such persons will not be entitled to these benefits in connection with work performed under this Agreement.

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. Contractor shall maintain workers' compensation insurance for its employees to the extent required by California Labor Code § 3700 et seq., and shall provide Client with a certificate of workers' compensation insurance before any personnel begin work. The insurer shall waive all rights of subrogation against Client, its officers, officials, employees, and volunteers for losses arising from work performed under this Agreement.

9. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall, at its own expense, obtain and maintain the following insurance coverage throughout the entire term of this Agreement:

- **Commercial General Liability** of at least \$1,000,000 combined single limit per occurrence, or \$2,000,000 aggregate, for bodily injury, personal injury, and property damage;
- **Assault and Battery and Abuse and Molestation coverage** expressly included within or endorsed onto the Commercial General Liability policy, with sub limits no less than \$1,000,000 per occurrence;
- **Assault and Battery and Abuse and Molestation coverage** expressly included within or endorsed onto the Commercial General Liability policy, with sub limits no less than \$1,000,000 per occurrence;
- **Firearms Liability coverage** at limits no less than \$1,000,000 per occurrence, if any Contractor personnel carry firearms in performance of this Agreement. Contractor shall notify MMCID in writing if Contractor's personnel are or become armed;
- **Automobile Liability** of at least \$1,000,000 combined single-incident limit for each vehicle used in the performance of this Agreement; and
- **Workers' Compensation** as required by California law (see Section 8).

Additional insured and policy conditions. Before commencing work, Contractor shall name MMCID, and its directors, officers, agents, and employees, as additional insured on the Commercial General Liability and Commercial Automobile Liability policies. All such policies shall be primary and non-contributory with respect to any insurance maintained by MMCID. The Workers' Compensation policy shall include a waiver of subrogation in favor of MMCID. Contractor shall provide certificates of insurance and additional insured endorsements before commencing work, and shall provide MMCID with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage. Contractor may satisfy any required limit through a combination of primary and umbrella or excess insurance.

10. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from Contractor's performance of services under this Agreement, except to the extent such loss or liability results from the negligence or willful misconduct of Client, its officers, officials, employees, agents, or volunteers. Both Contractor and Client shall sign a Mutual Indemnity Agreement, attached as **Exhibit D**.

11. Reporting and Documentation

Contractor shall document all incidents responded to during patrol or while on call, including the date and time, location, description of the incident, actions taken, and any agencies contacted. Issues such as graffiti, illegal dumping, dangerous conditions, and property damage shall be reported to the Executive Director when appropriate.

Daily Activity Logs shall include patrol routes, incidents observed, calls for service, and interactions with the public.

Monthly Reports shall summarize patrol hours, incident trends, safety concerns within the district, and actions taken to address issues. Monthly Reports shall be delivered to the Executive Director directly via email no later than the first Thursday of each month, covering the prior calendar month.

Performance Review Meetings. For the first six (6) months of the term, the Parties shall hold an in-person meeting each month to review that month's Monthly Report. Thereafter, the Parties shall hold an in-person management meeting at least quarterly for program evaluation and to review key performance indicators (KPIs) and return on investment (ROI). Additional meetings may be scheduled by mutual agreement of the Parties.

Where Contractor provides access to an electronic reporting portal or GPS tracking of patrol activity, Contractor shall make such access available to the Executive Director.

12. Term of Agreement

This Agreement shall become effective on the Effective Date and shall continue for an initial term of one (1) year, with the option to renew for additional one-year term upon the mutual written agreement of the Parties, based on Contractor's performance.

13. Terminating the Agreement

With reasonable cause, either Party may terminate this Agreement effective immediately upon giving written notice. Reasonable cause includes a material violation of this Agreement, or any act exposing the other Party to liability to others for personal injury or property damage.

Alternatively, either Party may terminate this Agreement at any time, with or without cause, by giving sixty (60) to ninety (90) days' written notice to the other Party of the intent to terminate. In the event of termination, Contractor shall be paid for all services properly performed through the effective date of termination.

14. Confidentiality

In performing this Agreement, Contractor may receive confidential or proprietary information of Client, including business or marketing plans, operating procedures, stakeholder and merchant contact information, and similar non-public information. Contractor shall not disclose or use any such information, during or after the term of this Agreement, without Client's prior written permission, except as necessary to perform services on Client's behalf. Upon termination of this Agreement, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

15. Work Product and Ownership

All reports, logs, incident documentation, and other deliverables prepared by Contractor specifically for Client under this Agreement ("Work Product") shall be the property of Client upon payment. Photographs, videos, or audio recordings made by Client during Contractor's work for Client shall remain the property of Client. Client may use Contractor's name and logo to identify Contractor as Client's security services provider; any other use of a Party's name or likeness requires that Party's prior written consent.

16. Resolving Disputes

If a dispute arises under this Agreement, the Parties agree first to attempt to resolve the dispute with the help of a mutually agreed-upon mediator in San Joaquin County, California. Costs and fees other than attorneys' fees associated with the mediation shall be shared equally. If mediation does not resolve the dispute, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator in San Joaquin County, California. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. Costs of arbitration, including attorneys' fees, shall be allocated by the arbitrator.

17. General Provisions

Entire Agreement. This Agreement, together with its Exhibits, is the entire agreement between the Parties and supersedes any prior agreements or understandings.

Modification. This Agreement may be modified only by a writing signed by both Parties.

No Partnership. This Agreement does not create a partnership or joint venture. Contractor has no authority to enter into contracts on Client's behalf.

Assignment. Contractor shall not assign or transfer any interest in this Agreement without Client's prior written consent.

Compliance with Laws. Contractor shall comply with the applicable federal, state, and local laws and shall maintain the licenses and permits required to perform the services, including a City of Stockton business license.

Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its conflict-of-laws principles.

Signatures

By signing below, the Parties acknowledge that they have read and understood this Agreement, including all Exhibits, and agree to be bound by its terms. Each Party acknowledges the right to seek independent legal advice before signing.

CLIENT — Miracle Mile Community Improvement District

Kailani Haro

Signature

Kailani Haro, Executive Director

Printed Name and Title

5/29/2020

Date

CONTRACTOR — Eagle Eye Protection Services

Crystal Vivero

Signature

Crystal Vivero CEO

Printed Name and Title

5/29/2020

Date

Taxpayer ID Number

Attachments: Exhibit A – Scope of Services | Exhibit B – Rate Schedule | Exhibit C – MMCID District Map | Exhibit D – Mutual Indemnity Agreement

EXHIBIT A

Scope of Services

A. Overnight Security Patrol (11:00 PM – 6:30 AM, Daily)

Contractor shall provide one (1) licensed security officer to perform the following during the overnight shift, seven (7) days per week:

- Conduct regular patrols of the district by foot, bicycle, or vehicle, maintaining a visible presence to deter criminal activity;
- Monitor businesses, sidewalks, alleyways, parking areas, and public spaces (including Caldwell Park), and identify and respond appropriately to suspicious activity;
- Respond to disturbances; contact law enforcement or emergency services when required; assist individuals experiencing emergencies until responders arrive; and de-escalate conflicts when safe and appropriate;
- Monitor areas known for recurring issues and assist in reducing loitering, vandalism, and other nuisance activity;
- Provide escort services upon request for merchants, employees, and patrons within the district when feasible.
- Prior to the conclusion of each overnight shift, make reasonable efforts, through lawful and appropriate means, to address loitering within the district so that storefronts and public spaces are clear at the start of business hours. Such efforts shall be conducted professionally and in accordance with all applicable laws.

The officer shall maintain a visible presence at storefronts and entryways known to attract overnight loitering, and shall document and report recurring conditions to the Executive Director so they can be addressed through appropriate channels.

Security officers are not expected to intervene in situations that may place them in physical danger, but shall prioritize observation, documentation, and coordination with law enforcement.

B. Remote Monitoring Coordination

During overnight patrol hours, Contractor shall maintain the capability to coordinate and communicate with Calidad Services (remote guards providing monitoring and dispatch support). Remote guards may monitor cameras or incoming alerts and dispatch the assigned patrol officer when suspicious activity or a crime in progress is observed. The assigned officer shall respond to incidents when dispatched by remote monitoring staff or when incidents are observed during patrol, including investigating suspicious activity, observing and documenting crimes in progress, contacting law enforcement when appropriate, and securing areas until emergency responders arrive.

C. Daytime On-Call Response

Contractor shall provide daytime on-call response for merchants and property owners within the district, MMCID staff, and MMCID maintenance crews which include responding to requests for safety assistance, investigating suspicious activity, loitering, wellness checks, addressing safety concerns, and providing safety escorts upon request. Contractor shall specify below:

- Daytime availability hours: 6:30 AM – 11:30 PM, Monday through Sunday

- Estimated response time: twenty (20) to thirty (30) minutes or less

D. Dispatch and Communication

Contractor shall maintain a dispatch contact method for district stakeholders, which may include a phone line for service requests, an email contact, and dispatch coordination with remote monitoring staff. MMCID merchants and property owners shall be provided with contact information to request assistance.

E. Issue and Incident Reporting

Contractor shall report and document issues and incidents in accordance with Section 11 of this Agreement, including daily activity logs and monthly reports submitted to MMCID, and shall report graffiti, illegal dumping, dangerous conditions, and property damage to the Executive Director when appropriate.

F. Service Area

All services shall be performed within the boundaries of the Miracle Mile Community Improvement District, as shown on the District boundary map attached as Exhibit C.

EXHIBIT B*Rate Schedule*

Client shall be billed only for services actually provided, at the following rates. Rates below reflect Contractor's proposal dated March 19, 2026, and are subject to confirmation by the Parties prior to execution.

Service	Rate	Basis
Overnight Patrol — 1 officer, 11:00 PM–6:30 AM, 7 days/week	\$7,875.00	Per month
Overnight Patrol Overtime Rate	\$45.00	Per hour
Daytime On-Call / Alarm Response — flat response fee (includes initial response and first hour on-site)	\$30.00	Per call
On-Call — additional time after the initial one-hour response period	\$28.00	Per hour
Additional Services / Events / Standing Guard — unarmed officer	\$28.00	Per hour, per officer
Additional Services / Events / Standing Guard — armed officer	\$32.00	Per hour, per officer

Notes: Rates shall remain fixed for the term of this Agreement and may be changed only by a written amendment to this agreement signed by both Parties. Any services not listed above shall be billed at a rate agreed upon by the Parties in writing before such services are performed.

EXHIBIT D

Mutual Indemnity Agreement

Each Party shall hold harmless and indemnify the other Party and its directors, officers, agents, and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless, or negligent conduct regarding the operation, supervision, inspection, protection, or performance of services under this Agreement.

However, neither Party shall be indemnified for any loss, liability, damage, or expense resulting from its own sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own property resulting from disturbances or faults.

CLIENT — Miracle Mile Community Improvement District

Kailani Haro
Signature

Kailani Haro, Executive Director
Printed Name and Title

5/29/20
Date

CONTRACTOR — Eagle Eye Protection Services

Crystal Vivero
Signature

Crystal Vivero CEO
Printed Name and Title

5/29/2020
Date

**Miracle Mile Community Improvement District
MMCID**

**Authorizing Action Passed on May 13, 2026, in Black
Action Recommended for June 10, 2026, in Red**

ACTION PACKET

May 13, 2026

June 10, 2026

Agenda Item 4.5 May 13, 2024

Consent Item 3.2 June 10, 2026

Approval of Maintenance and Security Vendors

The MMCID issued RFP's, separately, for maintenance and security services. The Civil Sidewalks Committee reviewed and evaluated the bids, interacted with prospective vendors, and now forwards its recommendations to the Board.

Recommended Action

It is recommended that the Board approve the following vendors:

- Eagle Eye Protection Services – for security services
- Ontiveros Lawn Care – for maintenance services

It is further recommended that the Board authorize the Executive Director and President to enter into a contract with each vendor reflecting approved services and rates.

Approval of Maintenance and Security Vendors

Based on Board authorization of May 13, 2026, the President and the Executive Director entered into negotiations to establish a contract with Ontiveros Lawn Care.

The pre-existing conditions were agreed to, and, additionally, the MMCID agreed to pay an additional \$200 per month (approximately 2/3 of the cost of vendor's commercial vehicle insurance premium).

The cost for maintenance services remains within budget.

The agreement was signed, and services commenced on June 1.

Recommended Action for June 10, 2026

It is recommended that the Board of Directors ratify the contract with Ontiveros Lawn Care.

MAINTENANCE & BEAUTIFICATION SERVICES AGREEMENT

Independent Contractor Agreement for District Maintenance and Beautification Services

This Maintenance & Beautification Services Agreement (the "Agreement") is made and entered into as of **June 1, 2026** (the "Effective Date"), by and between the **Miracle Mile Community Improvement District** ("MMCID" or "Client"), with a mailing address of P.O. Box 4016, Stockton, CA 95204, and **Ontiveros Lawn Care & Maintenance** ("Contractor"), with a principal place of business at 2269 Peralta Ave, Stockton, CA 95206, regarding maintenance and beautification services to be performed within the boundaries of the Miracle Mile Community Improvement District. MMCID and Contractor are referred to collectively as the "Parties" and individually as a "Party."

1. Services to Be Performed

Contractor agrees to provide district-wide cleaning, maintenance, and beautification services within the MMCID boundaries, as described in this Agreement and in **Exhibit A (Scope of Services)** and **Exhibit B (Rate Schedule)**, attached hereto and incorporated by reference. The purpose of the services is to maintain a clean, safe, and welcoming commercial corridor for businesses, property owners, residents, and visitors.

The Miracle Mile district is divided into four (4) service zones. Zone 1 is the primary commercial corridor and receives enhanced daily service; Zones 2 through 4 receive weekly service with additional periodic maintenance, as described in Exhibit A. The MMCID District zone map is attached as Exhibit C. Contractor shall not perform work on private property.

2. Service Schedule

Service Days and Hours. Contractor shall provide a minimum of twenty-five (25) hours per week of on-site maintenance service within the District boundaries, in accordance with the scope set forth in Exhibit A. On-site service shall be verified by timekeeping required under Exhibit E. Contractor shall be responsible for providing its personnel with all meal and rest breaks required under California law.

Scheduling. Subject to meeting the performance standards in this agreement and Exhibit A and E, Contractor retains the right to determine the means, manner, and method of performing the services, including the order and routing of work, days and times of work, consistent with Section 6 (Independent Contractor Status).

Continuous Coverage; No Paid Leave. Contractor is solely responsible for performing the scheduled services on all required service days, including arranging coverage for any vacation, sick leave, or other absence of any individual worker. Client shall not be responsible for, and shall not be billed for any vacation time, sick time, paid time off, or other leave or benefits of Contractor's personnel; such matters are the sole responsibility of Contractor as the employer of its personnel.

Missed Service. If any service hours or required tasks set forth in Exhibit A are not provided, Contractor shall make up the missed hours or tasks within seven (7) calendar days of the missed service at no additional cost to Client. If the missed service is not made up within that period, Client shall not be billed for the missed service, and Contractor shall credit the corresponding amount on the next monthly invoice on a pro-rated basis. Contractor shall refund the credited amount within thirty (30) days. Client shall only be billed for services actually provided.

3. Payment

In consideration for the services performed, Client agrees to pay Contractor a fixed fee of **\$5,000 per month**, billed monthly in arrears, for the services described in Exhibit A. On-call and after-hours services shall be billed separately at the rates set forth in Exhibit B. Contractor shall be paid within fifteen (15) days after Contractor submits an invoice to Client. Each invoice shall include an invoice number and the dates covered by the invoice.

Invoices shall be submitted electronically to both the Executive Director and the Client's accountant at the email addresses provided by Client. The rates set forth in Exhibit B shall remain fixed for the term of this Agreement and may be changed only by a writing signed by both Parties.

4. Expenses, Vehicles, and Equipment

Contractor shall be responsible for all expenses incurred while performing services under this Agreement, including vehicle, fuel, vehicle maintenance and repair costs; equipment; tools; liability and workers' compensation insurance; uniforms; weed-abatement and tree-treatment products; and the salary, expenses, and other compensation paid to any employees or contract personnel the Contractor hires to complete the work.

Contractor will furnish all vehicles, equipment, tools, products, and materials used to provide the services, including blowers, brooms, trash-can liners, pressure-washing equipment, safety equipment, weed-abatement product, and imidacloprid treatment product. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Personnel, Uniforms, and Standards

Contractor shall be responsible for hiring, training, supervising, and equipping all personnel performing services under this Agreement. Contractor shall provide uniforms or vests and identification for all workers, and shall designate a project supervisor responsible for quality control, client communication, issue reporting, photo submission, and schedule management.

Replacement of Personnel. Client may, at any time and in writing, request that Contractor replace any worker assigned to the district. Contractor shall honor such request as promptly as reasonably possible, at no additional cost to Client beyond the rates set forth in Exhibit B.

6. Independent Contractor Status

Contractor is an independent contractor. Neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed to be, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement and is not exclusive to Client;
- Contractor has the right to control and direct the means, manner, and method by which the services are performed, including the means, manner, and method of performing the services, including the order and routing of work, days and times of work set forth in this Agreement and Exhibit A;

- Contractor furnishes the tools, equipment, vehicles, products, and personnel used to perform the services;
- Contractor is responsible for hiring, supervising, disciplining, and setting the pay of its own personnel, and determines which worker performs which task; and
- Contractor's employees or contract personnel shall receive an overview of Client's expectations necessary to perform the services and an understanding of the systems used to confirm that services are being provided.

Client retains the right to specify the desired results of the services and to evaluate whether those results meet the standards of this Agreement, but does not control the day-to-day means and methods by which Contractor achieves them.

7. State and Federal Taxes

Client will not: (a) withhold FICA (Social Security and Medicare) taxes from Contractor's payments or make FICA payments on Contractor's behalf; (b) make state or federal unemployment compensation contributions on Contractor's behalf; or (c) withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Workers' Compensation and Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel, and such persons will not be entitled to these benefits in connection with work performed under this Agreement.

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform work under this Agreement, Contractor shall cover them with workers' compensation insurance to the extent required by California law and provide Client with a certificate of workers' compensation insurance before those employees begin work.

9. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall, at its own expense, obtain and maintain the following insurance coverage throughout the entire term of this Agreement:

- **Commercial General Liability** of at least \$1,000,000 combined single limit per occurrence, or \$2,000,000 aggregate, for bodily injury, personal injury, and property damage;
- **Vehicle Liability** of at least \$1,000,000 combined single-incident limit for each vehicle used in the performance of this Agreement;
- **Workers' Compensation** insurance as required by California law (see Section 8); and
- **Property damage from operations.** Because pressure washing, herbicide/pesticide application, and similar operations can damage storefronts, landscaping, or create hazards,

Contractor shall be responsible for, and shall carry coverage adequate for, property damage and application errors arising from its work.

Additional Insured and policy conditions. Before commencing work, Contractor shall name MMCID, and its directors, officers, agents, and employees, as additional insured on the Commercial General Liability and Commercial Automobile Liability policies. All such policies shall be primary and non-contributory with respect to any insurance maintained by MMCID. The Workers' Compensation policy shall include a waiver of subrogation in favor of MMCID. Contractor shall provide certificates of insurance and additional insured endorsements before commencing work, and shall provide MMCID with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage. Contractor may satisfy any required limit through a combination of primary and umbrella or excess insurance.

10. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from Contractor's performance of services under this Agreement, except to the extent such loss or liability results from the negligence or willful misconduct of Client, its officers, officials, employees, agents, or volunteers. Both Contractor and Client shall sign a Mutual Indemnity Agreement, attached as Exhibit D.

11. Performance Standards and Reporting

Service Quality Standard. Sidewalks, gutters, and public spaces shall be maintained free of visible litter and debris. Trash receptacles should be emptied when that are at fifty percent (50%) capacity.

Work Verification / Daily Reporting. Because Contractor does not operate an electronic reporting platform or GPS tracking system, the daily text-message reporting protocol set forth in Exhibit E (Daily Reporting Protocol) is the required method of daily reporting under this Agreement. On each service day, Contractor's supervisor shall send a morning check-in text message upon arrival and an end-of-shift report text message before clocking out, in the format set forth in Exhibit E. Photographs shall be included when relevant to an issue observed or work completed. These daily reports serve as Contractor's record of hours worked and verification of services provided, and may not be substituted with a less frequent reporting method without the prior written agreement of the Parties.

Issue Reporting. Contractor shall report graffiti, illegal dumping, dangerous conditions, and broken or damaged public infrastructure to the Executive Director.

Performance Review Meetings. For the first six (6) months of the term, the Parties shall hold an in-person meeting each month to review performance and photo documentation. Thereafter, the Parties shall hold an in-person management meeting at least quarterly for program evaluation and to review key performance indicators (KPIs) and return on investment (ROI). Additional meetings may be scheduled by mutual agreement of the Parties.

12. Term of Agreement

This Agreement shall become effective on the Effective Date and shall continue for an initial term of one (1) year, with the option to renew for additional one-year terms upon the mutual written agreement of the Parties, based on Contractor's performance.

Quarterly Performance Review. Contractor's performance shall be reviewed quarterly. MMCID will evaluate quality of services, responsiveness, communication, and compliance with the service schedule, and reserves the right to require corrective action, place Contractor on probation, or terminate this Agreement if performance is unsatisfactory, as provided in Section 13.

13. Terminating the Agreement

With reasonable cause, either Party may terminate this Agreement effective immediately upon giving written notice. Reasonable cause includes a material violation of this Agreement, or any act exposing the other Party to liability to others for personal injury or property damage.

Alternatively, either Party may terminate this Agreement at any time, with or without cause, by giving sixty (60) to ninety (90) days' written notice to the other Party of the intent to terminate. In the event of termination, Contractor shall be paid for all services properly performed through the effective date of termination.

14. Confidentiality

In performing this Agreement, Contractor may receive confidential or proprietary information of Client, including business or marketing plans, operating procedures, stakeholder and merchant contact information, and similar non-public information. Contractor shall not disclose or use any such information, during or after the term of this Agreement, without Client's prior written permission, except as necessary to perform services on Client's behalf. Upon termination of this Agreement, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business, such as keys and passwords.

15. Work Product and Ownership

All reports, photo documentation, logs, and other deliverables prepared by Contractor specifically for Client under this Agreement ("Work Product") shall be the property of Client upon payment. Client may use Contractor's name and logo to identify Contractor as Client's maintenance services provider; any other use of a Party's name or likeness requires that Party's prior written consent.

16. Resolving Disputes

If a dispute arises under this Agreement, the Parties agree first to attempt to resolve the dispute with the help of a mutually agreed-upon mediator in San Joaquin County, California. Costs and fees other than attorneys' fees associated with the mediation shall be shared equally. If mediation does not resolve the dispute, the Parties agree to submit the dispute to a mutually agreed-upon arbitrator in San Joaquin County, California. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. Costs of arbitration, including attorneys' fees, shall be allocated by the arbitrator.

17. General Provisions

Entire Agreement. This Agreement, together with its Exhibits, is the entire agreement between the Parties and supersedes any prior agreements or understandings, including any proposal submitted by Contractor.

Modification. This Agreement may be modified only by a writing signed by both Parties.

No Partnership. This Agreement does not create a partnership or joint venture. Contractor has no authority to enter into contracts on Client's behalf.

Assignment. Contractor shall not assign or transfer any interest in this Agreement without Client's prior written consent.

Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws and shall maintain all licenses and permits required to perform the services, including a City of Stockton business license and any licenses required to apply weed-abatement and pesticide products.

Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its conflict-of-laws principles.

Signatures

By signing below, the Parties acknowledge that they have read and understood this Agreement, including all Exhibits, and agree to be bound by its terms. Each Party acknowledges the right to seek independent legal advice before signing.

CLIENT — Miracle Mile Community Improvement District

Kailani Haro

Signature

Kailani Haro, Executive Director

Printed Name and Title

5/29/26

Date

CONTRACTOR — Ontiveros Lawn Care & Maintenance

Jose

Signature

Jose Alfredo Ontiveros Garcia / owner

Printed Name and Title

05/29/26

Date

42-2680248

Taxpayer ID Number

Attachments: Exhibit A – Scope of Services | Exhibit B – Rate Schedule | Exhibit C – MMCID District & Zone Map | Exhibit D – Mutual Indemnity Agreement | Exhibit E – Daily Reporting Protocol

EXHIBIT A

Scope of Services

A. Daily Services — Zone 1

On each service day, Contractor shall perform the following within Zone 1, the primary commercial corridor:

- Empty the ten (10) designated “hot spot” trash receptacles, empty additional trash cans as needed so that no receptacle exceeds 50% capacity, and replace trash liners;
- Blow debris, including leaves, from sidewalks and curb lines, sweep gutters, pick up litter and debris, and clean public parking lots;
- Remove human waste and urine from public areas and sanitize the affected areas using appropriate safety protocols;
- Remove illegal postings, including flyers, stickers, posters, and unauthorized advertisements, from public infrastructure;
- Report graffiti, illegal dumping, dangerous conditions, and broken infrastructure to the Executive Director; and
- If a crew member encounters loitering, the crew member may, so long as doing so does not place the crew member in danger, politely ask the individual to move along, and/or contact the security on-call line for assistance. Crew members are not required to confront any individual and shall prioritize their own safety.

B. Real-Time Conditions — All Zones

During active service hours, Contractor shall address and remediate the following conditions in real time across all zones:

- Removal of human waste and sanitation of affected areas using appropriate safety protocols;
- Removal of trash, debris, and materials associated with encampments, illegal dumping, or concentrated litter activity;
- Removal of broken glass from sidewalks, curb lines, and roadway edges; and
- Immediate attention to high-visibility cleanliness and safety issues that affect public perception or pose a risk to pedestrians.

C. Weekly Services — Zones 2, 3, and 4

Once per week in Zones 2, 3, and 4, Contractor shall perform sidewalk sweeping, gutter cleaning, litter pickup, graffiti inspection and reporting, illegal-dumping inspection and reporting, and illegal-posting removal. Contractor shall water specified planters within zone 1.

D. Monthly Landscaping — All Zones

Once per month in each zone, Contractor shall perform weed removal from sidewalks, tree wells, and flower pots, and general landscape cleanup and trimming in tree wells.

E. Pressure Washing

- Quarterly: pressure washing of sidewalks within Zone 1; and
- Pressure washing of all district trash receptacles in all zones, performed during the same week as (and, where practicable, the same day as) the quarterly sidewalk pressure washing.

All pressure-washing services shall be performed on a day that is not a regular service day, so that pressure washing does not displace the scheduled daily and weekly maintenance services. Pressure washing shall be completed prior to business opening hours within the district. Contractor shall take care to direct water away from storefronts and shall not allow water to flow or be pushed under storefront doors or into building entryways.

F. Weed Abatement and Tree Treatment

- Bi-annual (twice per year) pre-emergent weed-control application district-wide; and
- Annual soil-applied imidacloprid treatment to Crepe Myrtle trees in March.

G. Performance Standards

All services shall meet the performance standards in Section 11, including the service-quality standard, weekly photo documentation, and issue reporting to the Executive Director. All services shall be performed within the boundaries of the MMCID as shown on the District zone map attached as Exhibit C.

EXHIBIT B

Rate Schedule

The monthly fixed fee covers all services described in Exhibit A, including all labor, equipment, materials, products, uniforms, and safety gear. On-call and after-hours services are billed separately at the rates below.

Service	Rate	Basis
All services described in Exhibit A (daily, weekly, monthly, quarterly, bi-annual, and annual)	\$5,200	Per month, in arrears
On-call / after-hours — supervisor/manager (e.g., emergency cleanup, biohazard, special-event support, additional requests)	\$30.00	Per hour
On-call / after-hours — worker	\$25.00	Per hour
On-call minimum call-out	2 hours	Per call-out

Standard on-call response time: one (1) hour. Notes: Rates shall remain fixed for the term of this Agreement and may be changed only by a writing signed by both Parties. On-call and after-hours work shall be confirmed in writing before being performed.

EXHIBIT D

Mutual Indemnity Agreement

Each Party shall hold harmless and indemnify the other Party and its directors, officers, agents, and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless, or negligent conduct regarding the operation, supervision, inspection, protection, or performance of services under this Agreement.

However, neither Party shall be indemnified for any loss, liability, damage, or expense resulting from its own sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own property resulting from disturbances or faults.

CLIENT — Miracle Mile Community Improvement District

Kailani Huxo

Signature

Kailani Huxo, Executive Director

Printed Name and Title

5/29/26

Date

CONTRACTOR — Ontiveros Lawn Care & Maintenance

Jose

Signature

Jose Alfredo Ontiveros Garcia | Owner

Printed Name and Title

05/29/26

Date

EXHIBIT E

Daily Reporting Protocol

Because Contractor does not operate an electronic reporting platform or GPS tracking system, this daily text-message protocol is the required method of daily reporting under this Agreement. On each service day, Contractor's supervisor shall submit two text-message reports to the Executive Director (or designated contact): a morning check-in upon arrival and an end-of-shift report before clocking out. Photographs shall be attached only when relevant to an issue observed or work completed. These reports document Contractor's hours worked and verify the services provided.

1. Morning Check-In

Start-of-Shift Procedure

1. Arrive and clock in.
2. Drive the full district once.
3. Report urgent issues immediately.
4. Send the morning check-in text and begin work priorities.

Template — if issues are found

Arrival Time: 0:00 AM (insert start time)

Issues seen upon arrival / initial inspection: overflowing trash at Starbucks; graffiti at alley (photo attached); illegal dumping; encampment.

Starting trash route now.

Template — if nothing urgent

Morning Check Complete

No major issues found. Starting trash route now.

2. End-of-Shift Report

End-of-Shift Procedure

1. Final drive-through: before clocking out, drive the main corridor and look for anything needing attention before leaving.
2. Report remaining issues, including anything that needs next-day work.
3. Send the clock-out report text, with photos attached as relevant.

Template and example

Clock Out: 00:00 AM (insert clock out time)

Completed:

- Emptied 15 cans
- Removed graffiti at Southern Exposure
- Picked up debris near Starbucks

Issues Remaining:

- Broken sprinkler at palm tree
- Encampment behind alley needing next-day attention

Photos attached.

**Miracle Mile Community Improvement District
MMCID**

ACTION PACKET
June 10, 2026

Agenda Item 4.1
Action Item

Rejection of Bids for Substation Project and Approval of Alternative Bid Process
Initial bids for the substation rehabilitation significantly exceeded the MMCID's available budget for the project.

To achieve maximum improvements to the property while remaining within budget, an alternative approach is necessary.

Attached:

- previous bids,
- ED Haro's summary of alternative procurement method,
- request for a statement of general contractor qualifications and proposal for pre-construction and construction services, and
- diagram: base project and priorities.

Recommended Action

It is recommended that the Board of Directors reject bids for the substation project and approve the alternative bid process.



WMB ARCHITECTS
Stockton | Sacramento

Preliminary Bid Tabulation

MIRACLE MILE CID MAINTENANCE SUBSTATION TI
Public Bid Opening
04/30/2026 | 2:00PM

Contractor Name	Time Rec'd	Base Bid	Alt 1	Alt 2	Alt 3	Alt 4	Add. Ackn	Sub/ Sup list	Refs	Non-Coill.
Creative Property Renewal	1:35	\$708,890	ADD \$22,290	ADD \$26,210	DEDUCT (\$30,000)	DEDUCT (\$10,000)	x	x	x	x
CMW Builders, Inc	1:51	\$572,340	\$0	ADD \$2600	DEDUCT (\$15,000)	DEDUCT (\$12,000)	x	x	x	X (not notarized)
Haggerty Construction, Inc	1:51	\$822,153	ADD \$6,830	ADD \$2,950	DEDUCT (34,849)	\$0	X	X	X	X
TJS Design Build	1:51	\$811,976.42	ADD \$10,910.79	ADD \$3,035.50	ADD (31,050)	NOT RECEIVED	1-3 ONLY	X	X	X
Swierstock Enterprise Inc	1:57	\$988,000	ADD \$9400	ADD \$5800	DEDUCT (28,000)	DEDUCT (4000)	X	X	X	X
Valley Construction Services	1:58	\$1,036,044	DEDUCT (20,271)	ADD \$9,362	DEDUCT (30,946.08)	DEDUCT (11,248.00)	X	X	X	X

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Clem Lee

From: Miracle Mile <kailani@stocktonmiraclemile.com>
Sent: Friday, June 5, 2026 8:45 AM
To: Clem Lee
Cc: Jeff Gamboni
Subject: Board Packet Action Item: Approval of Alternative Bid Process
Attachments: BASE PROJECT + PRIORITIES.pdf; Contractor RFP_mmcid_2026-06-03.pdf

Hi Clem,

Alternative Procurement Method Summary

The proposed contractor selection process would be based on a Request for Qualifications (RFQ) and Proposal for Pre-Construction & Construction Services, with evaluation criteria including:

- General contractor qualifications and relevant experience
- Pre-construction services
- Construction services and proposed fees
- Ability to collaborate on value engineering
- Development of a Guaranteed Maximum Price (GMP) aligned with the available project budget

Under this approach, contractor selection would be based on qualifications, experience, proposed fees, and demonstrated ability to work collaboratively to achieve project goals and budget objectives. This differs from the traditional procurement method, where selection is based primarily on the lowest responsible construction bid.

Best,

Kailani Haro

Executive Director

[Miracle Mile Community Improvement District](#)

209-639-3506



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REQUEST FOR A STATEMENT OF GENERAL CONTRACTOR QUALIFICATIONS
AND PROPOSAL FOR PRE-CONSTRUCTION & CONSTRUCTION SERVICES



SUBJECT: MIRACLE MILE CID MAINTENANCE SUBSTATION

DATE: June 3, 2026

SUMMARY:

The Miracle Mile Community Improvement District (MMCID) is requesting General Contractor's Statement of Qualifications, including Proposal of General Contractor Pre-Construction Services and Fees, for preconstruction services and construction services for the MMCID Maintenance Substation.

Construction work associated with this project will be subject to California prevailing wage requirements. Contractors will be required to pay prevailing wages in accordance with state law.

Through a competitive public bid process culminating in a bid opening 4/30/26, MMCID discovered a significant disparity between the scope of the project and the available budget. All bids were rejected. The intent of the preconstruction phase is to competitively secure contractor's services for the purposes of implementing value engineering concepts for the proposed scope of work. Upon presentation of a GMP aligned with the project budget and Owner's program, it is the intent of the MMCID to enter into a Cost of the Work Plus a Fee with a GMP contract for construction of the Project.

The Project has secured plan review approval for a building permit with the City of Stockton. The Project Plans (Drawings) and Specifications (Project Manual) represent the full implementation of the Owner's program. However, an attached diagram of the Base Project and Prioritized Alternates provides a starting point for the Value Engineering process. The Base Project as described in that document is the minimum acceptable scope of work – all other project requirements, specifications, and features are subject to VE. Successful Value Engineering will conclude with the greatest amount of alternate scope included in the project within the Owner's budget.

The stated budget for the project is \$280,000, with an additional \$20,000 Owner's Contingency.

The contractor will be part of the development team for the Project from the Value Engineering phase through completion of construction (subject to the rights of Owner to reject the Contractor's proposal for the Project at the Owner's sole discretion and to submit the Project to a competitive bid process or any other process leading to selection of a different Contractor). As a member of the development team, the contractor will participate in evaluation of VE options, constructability reviews, provide cost estimates and provide information and advice on coordination of elements of the construction process and schedule.

WMB Architects will continue to lead the design portion of the development team through construction completion. The design team and the Contractor will collaborate with the Owner in all matters relating to the design and proposed construction of the Project.

DUE DATE:

Submit an electronic Statement of Qualifications and Proposal for Pre-Construction Services and Fee Proposal by **5:00 pm, Friday, June 19th, 2026** to: Joel Rehbein, Architect, WMB Architects: jr@wmbarchitects.com

STATEMENT OF QUALIFICATIONS:

Provide a complete written Statement of Qualifications with the following requirements:

- Provide a profile of the General Contractor firm, including resumes of principals, years in business, range of magnitude of project size, current construction volume and operating structure.
- Describe experience with similar projects completed by the General Contractor within the last five (5) years. Identify projects for which the General Contractor provided pre-construction services.
- Identify bond and insurance capacity.
- Provide references from at least three clients from recently completed similar projects. Identify if General Contractor provided pre-construction services. List Owner, Architect and Major Subcontractors.

PROPOSAL FOR PRE-CONSTRUCTION SERVICES:

Provide a written proposal for pre-construction services describing the following:

- Describe your approach to working with the development team in the Value Engineering process.
- Indicate the proposed key personnel for pre-construction and construction services and description of their experience with similar projects.
- Describe your approach to securing competitive bids for subcontracts and for transparent presentation of cost in the preconstruction phase.
- Describe your approach to negotiations with the Owner for the Cost of the Work plus a Fee Contract.
- Describe your approach to change orders and contingencies.

FEE PROPOSAL:

Provide fee statements with the following requirements:

- Provide the fee amount the General Contractor will require for their proposed participation in the pre-construction process of the project.
- Provide the percentage value the contractor will apply to the Cost of the Work to determine the contractor's fee (inclusive of overhead and profit) for the construction of the project.

Contractor understands that the negotiated bid process may be delayed and/or terminated due to economic unfeasibility or other unforeseen factors with no additional compensation to the General Contractor.

CONTRACTS:

Pre-construction: The Contractor will submit to the Owner an itemized proposal for services as requested in this document, revised as necessary, for signature by both parties; or an industry standard contract form proposed by the Contractor and as accepted by the Owner. The pre-construction contract shall give the Owner all rights to use the deliverables produced under the contract to secure permits and competitively bid and construct the project independent of the Contractor upon payment of pre-construction fees.

Construction: Upon completion of the Value Engineering phase, the Owner and Contractor intend to enter into a Cost of the Work Plus a Fee with a GMP contract for construction of the Project subject to the rights of the owner listed above. The form of contract will be an American Institute of Architects A111 Standard Form of Agreement Between Owner and Contractor – Cost of the Work Plus a Fee.

PROJECT SCHEDULE:

General Contractor SOQ/RFP Due	June 19, 2026
General Contractor Selection	Early July, 2026
Value Engineering Phase	Mid-July to Mid-August 2026
GMP Contract	August-Early September
Begin Construction	Anticipated September 15

SELECTION PROCESS:

The Owner will review and score the General Contractors Statement of Qualifications and Proposals on a standard rubric to select a successful General Contractor.

Interviews may be utilized if deemed necessary by the Owner to establish a score and/or break a tie in score. The Owner will select the General Contractor based on the following factors:

1. Completeness and content of the Statement of Qualifications
2. Demonstrated performance on similar prior projects.
3. Satisfaction with approach to and experience in the pre-construction services process.
4. Pre-Construction fees and General Contractor’s fee as a percentage of the Cost of the Work.
5. Value of fees as compared to qualifications

Final selection of a General Contractor will be made from any combination of the above criteria, which is determined by the Owner in its sole discretion to be in its best interest. The Owner reserves the right to reject any and all proposals and waive selection of a General Contractor if determined by the Owner to be in their best interest. We urge prospective General Contractors to visit the site and discuss the project with the Architect and Owner while preparing the proposal. Primary point of contact for questions is Joel Rehbein, WMB Architects.

CONTACTS:

Owner: Kailani Haro, (209) 639-3506 kailani@stocktonmiraclemile.com
 Executive Director
 MMCID

Architects: Melanie Vieux (209) 507-8221 mv@wmbarchitects.com
 WMB Architects

Joel Rehbein (209) 507-8211 jr@wmbarchitects.com
 WMB Architects

**Miracle Mile Community Improvement District
MMCID**

ACTION PACKET

June 10, 2026

ADDENDUM

Provided by Clem Lee

At the Planning Commission meeting on May 14, 2026, I provided an email to the Commission reiterating the Board's neutral stance on the pawn shop application and summarizing the Board's due diligence regarding the application.

President Gamboni asked that I provide the email to the Board. It is attached. If you have any questions, I am available for a conversation.

Additional Note:

A police and city staff review of the operator's conduct under the use permit after twelve months was added by the Planning Commission as another condition of approval. This means that if the business operates in violation of any of the approved conditions, the permit could be rescinded at the one-year mark. This condition was the result of my strenuous recommendation to the applicant (I pushed for a six-month review, which the applicant accepted. The Planning Commissioner altered it to a twelve-month review.)

EMAIL Shared with Planning Commissioners on May 14, 2026

May 14, 2026

Honorable Commissioners:

I am a member of the Miracle Mile Community Improvement District (MMCID) Board of Directors where I also serve as chair of its Governance Committee.

Apparently, some of our Board members have expressed the intention of appearing today at the public hearing for this application, ostensibly to reiterate concerns about the proposed use but also, possibly, to express opposition. As individuals, of course, they may express themselves as they please, but I am compelled to reiterate the MMCID's position on the matter and summarize our process to date.

As businesses, property owners, and residents received news of the application from the City of Stockton, folks tended to envision the very worst image of a pawn shop, and there was an outcry along with some calls for the MMCID Board to act.

Multiple Board members visited the current location of Don Pepe's Loan and Jewelry on Wilson Way to observe the business inside and out and to interact with the applicant. Those Board members reported back that the business was clean, operated in an orderly fashion, and appeared only to display jewelry as inventory. They also noted that customers did not have to wait outside on the sidewalk to get in. A large, interior room allowed customers to wait inside until being allowed into one of two secured side rooms to conduct business.

We also learned that the business had recorded few police calls for service over the past fifteen months, seven to be exact: five related to homelessness, one related to a false alarm, and one related to a disturbance.

The MMCID, in its role as the duly elected representatives of the businesses and property owners of the Miracle Mile commercial district, placed the matter on its March 11 agenda.

The Board, after significant debate, voted 9-3 to do two things:

- request a hearing on the matter as allowed by the city's notice feeling that a public opportunity for stakeholders to express themselves was appropriate and
- take a neutral position on the matter itself.

In a meeting shortly thereafter, the dissenting Board members asked for a meeting with me and Board President Jeff Gamboni to reiterate their concerns about the application and ask if

anything more could be done to have assurances that certain conditions be applied to the use of the property – conditions that might allay their concerns.

The MMCID Governance Committee convened on Marcy 16 to discuss specific concerns, develop a list for the applicant's consideration, and recommend meeting with the applicant before the hearing.

The applicant, the property owners, and counsel met with the MMCID Executive Board on April 20 to discuss the matter, and the applicant was very gracious and agreeable to concessions to mitigate our concerns (included in the staff report before you):

- limiting the scope of business operations to include dealing with jewelry, watches, and coins only;
- limiting hours of operation to Monday through Saturday, 10 am – 6 pm;
- prohibiting window treatments such as signage, metal bars, or metal shutters; and
- providing for security measures including cameras throughout the premises.

We further received assurances that the words “pawn shop” are not part of the business name and will not appear in signage.

I understand that the applicant is open to a provision for a six-month review of the business's conduct which would be appropriate and further accentuates the applicant's good faith.

Please be clear that no one addressing you as a representative of the MMCID is authorized to support or oppose the application. The MMCID remains neutral on the matter.

The applicant has expressed enthusiasm for joining the Miracle Mile community and has even purchased a table at our upcoming Taste of the Mile gala. He has been forthcoming, sincere, and accommodating. For its part, the MMCID Board of Directors has performed due diligence and has been pleased with the applicant's cooperation.

Now the matter rests in your capable hands. We wish you well in your deliberations. Thank you.

Clem Lee