

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Kiwanis Club of Greater Merced Foundation, Inc., a California Non-Profit Corporation, whose address of record is P.O. Box 1450, Merced, California 95341, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to provide non-profit support to mitigate the impact of COVID-19 through American Rescue Plan Act (“ARPA”) funds for Fiscal Year 2022-2023; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide an amusement park for children, known as Kiddieland, in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the operation and maintenance of said amusement park described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Manager or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2023.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Five Hundred Thousand Dollars (\$500,000.00).

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

CONSULTANT
KIWANIS CLUB OF GREATER
MERCED FOUNDATION, INC.,
A California Non-Profit Corporation

BY: Nicole A. Silveira

Its: President
(Title)

BY: Uncl Jruu
(Signature)

Nicole A. Silveira
(Typed Name)

Its: President
(Title)

Taxpayer I.D. No. 27-5573377

ADDRESS: P.O. Box 1450
Merced, CA 95341

TELEPHONE: (209) 385-7307

FAX: (209) 725-3905

E-MAIL: Karen.adams@countyofmerced.com

Khelms56@gmail.com

(Phone & emails of best contacts)

Kiddieland

Kiwanis Club of Greater Merced Foundation
501(c)(3) Corporation
EIN 27-5573377



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Kiwanis Club of Greater Merced Foundation
501(c)(3) EIN: 27-5773377
PO Box 1450
Merced, CA 95341

May 10, 2022

City of Merced County
Attn: City Manager Stephanie R Dietz
678 W 18th Street
Merced, CA 95340

Dear Ms. Dietz,

Please find our amended grant request per your instructions.

Thank you for the opportunity to apply for the City of Merced RFP for Community Funding. The information in this packet will demonstrate the critical need for funding Kiddieland, Merced's one and only amusement park run by dedicated Kiwanis volunteers, high school Key Club members and the Police Explorers. These funds will be used for continued operations after a devastating 2-year closure due to COVID-19 as well as help fund our 5-year plan to upgrade and expand the park for future generations. We are requesting \$500,000.00.

History

Kiddieland was established by the Kiwanis Club of Greater Merced (the Club) in 1957. The Club is a 501(c)(4) corporation and qualifies under the Group Exemption 501(c)(3) GEN 0026 as a subordinate of Kiwanis International #36-1327510, Federal ID# is: 94-1388691.

To encourage sponsorship, the Club established the Kiwanis Club of Greater Merced Foundation (the Foundation) in 2015. The Kiwanis Club of Greater Merced Foundation is a 501(c)(3) Corporation EIN 27-5573377.

Today, Kiddieland has 6 rides and a snack shack. The flagship of Kiddieland is our famous Train that provides rides around Applegate Park. Other rides include a Roller Coaster, Carousel, Helicopter ride, Rocket Ship ride, and Car ride. Kiwanis Kiddieland is open weekends 10 am – 2 pm from late March through October each year.

We provide an annual Easter Egg Hunt at Applegate Park where 3,000 eggs and cases of candy disappear in the blink of an eye and our annual Fright Night which serves

approximately 700 kids and parents. Each year we host a Free Community Kids Night and contribute to many other youth sponsored programs through Merced.

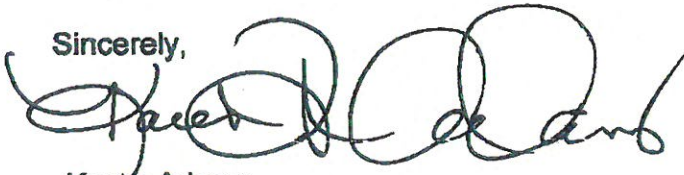
It is because of the Kiwanis Club of Greater Merced that Merced families can enjoy Kiddieland affordably. No child should be denied the pure joy of an afternoon of rides, snacks and of course, Merced's memorable Kiddieland Train!

With your assistance, we hope to continue providing this great community service project to the Merced community. Your substantial contribution to this project would ensure enjoyment for years to come. It would demonstrate to the community your commitment to making Merced a better place for our children to live.

Please see the attached packet containing the submission requirements. Thank you for your consideration.

If you have any questions or need clarification, please reach out to Karen Adams at (209) 777-0953 or Karen Helms at (209) 769-8784.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Adams". The signature is fluid and cursive, with the first name "Karen" written in a larger, more prominent script than the last name "Adams".

Karen Adams
Board Member
Kiwanis Club of Greater Merced County



Kiwanis Club of Greater Merced Foundation
501(c)(3) EIN: 27-5773377

PO Box 1450
Merced, CA 95341

February 28, 2022

City of Merced County
Attn: City Manager Stephanie R Dietz
678 W 18th Street
Merced, CA 95340

RE: Section 1 - Introductory Letter

Dear Ms. Dietz,

Kiddieland, located in Applegate Park, was built by our founding Kiwanis members in 1957 and will celebrate 65 years in July 2022. During that time Kiddieland has provided a safe and friendly environment for the community's children to enjoy an amusement park setting at an affordable price. We have served thousands of children and families over the years. Our hope is to continue operating and maintaining Kiddieland with support from sponsors and the well-needed ARPA funding from the City of Merced.

Today, Kiddieland has 6 rides, the A-frame snack shack, party structure plus the original snack shack. The flagship of Kiddieland is our famous Train that provides rides around the perimeter of Applegate Park. Other rides include a Roller Coaster, Carousel, Helicopter ride, Rocket Ship ride, and Car ride. Kiwanis Kiddieland is open weekends 10 am – 2 pm from the last weekend in March through October each year.

We provide an annual Easter Egg Hunt at Applegate Park where 3,000 eggs and cases of candy disappear in the blink of an eye and our annual Fright Night which serves approximately 700 kids and parents. Each year we host a Free Community Kids Night and contribute to many other youth-sponsored programs through Merced. Your support would demonstrate to the community your commitment to making Merced a better place for our children to live.

The Kiwanis Club of Greater Merced (the Club) established the Kiwanis Club of Greater Merced Foundation (the Foundation) in 2015. The Foundation is funded mainly through the Club plus nominal sponsorship donations. The Foundation is committed to the continued success of Kiddieland.

We appreciate the opportunity to apply for the City of Merced RFP for Community Funding. Please find the requested information below:

a) Contact Information

Nicole Silveira
President
Phone: (209) 756-8435
Email: nicoleasilveira@gmail.com

Jim Eckman
Board Member
Phone: (209) 600-1914
Email: eckie547@yahoo.com

Janice Jimenez
Treasurer
Phone: (209) 769-3686
Email: jjimenez@kempercpa.com

Karen Helms
Board Member
Phone: (209) 769-8784
Email: khelms56@gmail.com

Karen Adams
Board Member
Phone: (209) 777-0953
Email:
karen.adams@countyofmerced.com

b) Mission, Goals and Objectives

MISSION STATEMENT

To provide a means of recreation and entertainment for youth as our service project commitment to the Merced community.

GOALS AND OBJECTIVES

- Provide a safe and clean environment for recreation and entertainment.
- Operate rides at a nominal rate sufficient to sustain operations.
- Provide an opportunity for Kiwanians to fellowship and teamwork with fellow members and sponsored youth.
- Provide an opportunity for sponsored youth to develop community service skills.
- Provide an avenue to generate revenue for club projects via concession sales.

c) General Information and Service Requested

Kiddieland was established by the Kiwanis Club of Greater Merced (the Club) in 1957. The Club is a 501(c)(4) corporation and qualifies under the Group Exemption 501(c)(3) GEN 0026 as a subordinate of Kiwanis International #36-1327510, Federal ID# is: 94-1388691.

To encourage sponsorship, the Club established the Kiwanis Club of Greater Merced Foundation (the Foundation) in 2015. The Kiwanis Club of Greater Merced Foundation is a 501(c)(3) Corporation EIN 27-5573377.

The requested grant will cover the following expenditures. Details will follow in sections 3 (Proposed Project and Scope of Services) and 4 (Program Budget.)

- Operating funds to make up for the loss of revenue during COVID-19.
- General maintenance and upgrades to the existing rides and structures.
- Expansion of Kiddieland to include 2 new rides, additional fencing and security.

d) Experience and Past and Present Projects

The park is primarily run by Kiwanis Club of Greater Merced members. Many members of the Club have been with the organization for over 30 years. Others, who experienced the joys of Kiddieland as children, have grown up and joined the Club to ensure continued operations for future generations. Kiwanians are First Aid certified and have been trained on ride policies and procedures.

In addition to the members of Kiwanis Club of Greater Merced, high school students belonging to the Key Clubs of Merced Union High School and Golden Valley High School and local Police Explorers offer their time and enthusiasm to provide the additional help necessary to run the park.

Some notable past and current projects seen at Kiddieland in the past 5 years include:

Description	Date	Cost	Contact
Tires for Rides	Ongoing	Donation	Hansen Tires – (209) 723-4181
Fuel for Rides	Ongoing	Donation	Pazin & Myers – (209) 725-2050
Install Birthday Party Area	12/15/2016	\$25,000 Grant from BOS	Karen Adams – (209) 777-0953 Jim Eckman – (209) 600-1914
Ceiling Fans & Lighting in Birthday Party Area	4/1/2017	\$900	Ray Borge – (209) 769-9550
Landscaping, rock & artificial turf, cement from rockets to Birthday Party Area	3/1/2018 to 4/1/2018	\$7,265 – Labor, In-Kind Donation - Materials	Yard Masters – (209) 722-3056

Description	Date	Cost	Contact
Shade Awnings	4/1/2018	\$926	Merced Canvas (209) 722-0437
Benches	4/1/2018	\$1,120	Amazon/EBay
Center Vinyl Cover on Helicopter Ride	5/1/2018	\$839	Merced Canvas (209) 722-0437
Repaint Train, Car Rides and Rocket Rides	11/1/2018 to 3/1/2020	\$5,000	Miguel Santuiste (209) 564-2657
Tile Flooring for A-Frame Hut	2/20/2020	\$1,400	Edward Contreras
A-frame Hut New Counter Tops	4/1/2020	\$2,459	Closets by Design (800) 484-0155
New Slush Puppy Machine	4/1/2020	\$1,616	Ellen Taylor (209) 819-9050
Air Conditioning Intalled in A-Frame Hut	8/1/2020	\$3,211	Ray Borge (209) 769-9550
Painting Fencing, Train Shed & Go Gator Platform	9/1/2020	\$7,000	Bret Briggs Construction (209) 383-6939
Install Lighting and Security	1/1/2021	\$9,000 – Materials, In-Kind Donation - Labor	Jorge Bettencourt – Action Computer (209) 600-3653
Install 4 LED Lights on two poles	2/1/2021	\$3,000	Mark Spurlock – Sierra Central Electric (209) 600-3653
Replace Train Shed Roof	2/15/21	\$8,500	Bret Briggs Construction (209) 383-6939
Install PA and Speakers		\$4,300	Action Computers (209) 384-2675
Install Weather Resistant Landscaping (#3)*	1/12/2022	\$5,510	Yard Masters – (209) 722-3056
Installed Signs on Posts	2/1/2022	Donation	Albert J Ortega (209) 658-9488
Re-paint Helicopter Rides (#2)*	2/15/2022	\$3,500	Miguel Santuiste (209) 564-2657
New Signage (#4)*	2/22/2022	\$800	Robin – Ingraham Trophies (209) 723-3091
Web Development (#5)*	3/1/2022	\$8,000	Mid Valley IT (209) 288-0342

* Item in ARPA Funding Grant Request

e) Conclusion – Signature of President

We appreciate the opportunity to apply for this grant. For clarification or questions, please reach Karen Adams or Karen Helms listed above.

Sincerely,



Nicole Silveira
President
Kiwanis Club of Greater Merced

2. Individual Staff Experience

<i>Kiwanis of Greater Merced Members</i>	a) Background – Capabilities and Qualifications to perform assigned tasks	b) Professional Credentials/Education, Related Experience, Years with the Organization
<i>Karen Adams</i>	Extensive knowledge of accounting and project management, training on rides and snack shack, CPR/First Aid Certified	Merced County Treasurer and CPA, Past President, Board Member, Member since 2002
<i>Casey Archer</i>	Training on rides and snack shack, CPR/First Aid Certified	Law Office of Archer & Emery, Member since 2019
<i>Bob Benjamin</i>	Extensive knowledge of information technology, training on rides and snack shack, CPR/First Aid Certified	Retired, Member since 2018
<i>Ray Borges</i>	Extensive knowledge of mechanical engineering, training on rides and snack shack, CPR/First Aid Certified	Retired Superintendent of Light Rail, VTA, School Bus Driver, Current Park Mechanic and Maintenance, Board Member, Member since 2004
<i>Jim Eckman</i>	Key Club Advisor and extensive knowledge of ride operations, rides and snack shack, CPR/First Aid Certified	Retired, Key Club Advisor, Board Member, Member since 1988
<i>Skye Emery</i>	Training on rides and snack shack, CPR/First Aid Certified	Law Office of Archer & Emery, Vice President, Member since 2018
<i>Debbie Felker</i>	Key Club Advisor, rides and snack shack, CPR/First Aid Certified	Legal Secretary, Key Club Advisor, Member since 2018
<i>Kent Floro</i>	Training on rides and snack shack, CPR/First Aid Certified	Stratford Evans Funeral Home, Member since 2004
<i>Dave Fuentes</i>	Training on rides and snack shack, CPR/First Aid Certified	Retired, Recipient of the Hixon Award, Board Member, Member since 1983
<i>Ron Hansen</i>	Training on rides and snack shack, CPR/First Aid Certified	Superior Court Judge, Past President, Member since 1984
<i>Karen Helms</i>	Extensive knowledge of accounting and project management, training on rides and snack shack, CPR/First Aid Certified	Merced County Treasury, Board Member, Member since 2020

<i>Kiwanis of Greater Merced Members</i>	a) Background – Capabilities and Qualifications to perform assigned tasks	b) Professional Credentials/Education, Related Experience, Years with the Organization
<i>Janice Jimenez</i>	Extensive knowledge of accounting, training on rides and snack shack, CPR/First Aid Certified	Kemper CPA Group, Treasurer, Past President, Past Secretary, Past Board Member, Member since 1997
<i>David Kamins</i>	Extensive knowledge of information technology, training on rides and snack shack, CPR/First Aid Certified	Mid Valley IT, Past President, Past Board Member, Member since 2013
<i>Peg Larson</i>	Training on rides and snack shack, CPR/First Aid Certified	TransCounty Title, Member Since 2018
<i>Kit Marks</i>	Training on rides and snack shack, CPR/First Aid Certified	Retired, Member since 1995
<i>Brian McCabe</i>	Training on rides and snack shack, CPR/First Aid Certified	Superior Court Judge, Past President, Recipient of the Hixon Award, Past Board Member, Member since 1991
<i>Katrina McConnell</i>	Training on rides and snack shack, CPR/First Aid Certified	Kemper CPA Group, Member since 2019
<i>Dave Ness</i>	Training on rides and snack shack, CPR/First Aid Certified	Merco Credit Union, Past President, Member since 2016
<i>Stephanie Perez</i>	Training on rides and snack shack, CPR/First Aid Certified	Stephanie Perez Law, Secretary, Member since 2002
<i>Tom Pfeiff</i>	Training on rides and snack shack, CPR/First Aid Certified	Merced County District Attorney, Past Board Member, Member since 1996
<i>Janet Ramsey</i>	Training on rides and snack shack, CPR/First Aid Certified	Retired, Board Member, Member since 2016
<i>Sara Rosenthal</i>	Training on rides and snack shack, CPR/First Aid Certified	Merced County District Attorney, Board Member, Member since 2018
<i>Nicole Silveira</i>	Training on rides and snack shack, CPR/First Aid Certified	Merced County District Attorney, President, Member since 2018
<i>Ellen Taylor</i>	Key Club Advisor and extensive knowledge of ride operations, training on rides and snack shack, CPR/First Aid Certified	Past President, Golden Valley Key Club Advisor, Member since 2002

Key Club Members - Merced High School	a) Background – Capabilities and Qualifications to perform assigned tasks	b) Professional Credentials/Education, Related Experience, Years with the Organization
<i>Jim Eckman</i> - Advisor	33 years Key Club Advisor	Retired, Key Club Advisor, Board Member, Member since 1988
<i>Ellie Santos</i>	4 years Key Club Member	Key Club President
<i>Kaleb Echols</i>	4 years Key Club Member	Key Club Vice-President

Key Club Members - Golden Valley High School	a) Background – Capabilities and Qualifications to perform assigned tasks	b) Professional Credentials/Education, Related Experience, Years with the Organization
<i>Debbie Felker</i> - Adviser	1 year Key Club Advisor	Key Club Advisor, Member since 2018
<i>Angela-Ann Bongolan</i>	4 years Key Club Member	Key Club President
<i>Joshua Her</i>	3 years Key Club Member	Key Club Vice-President

Paid Employees	a) Background – Capabilities and Qualifications to perform assigned tasks	b) Professional Credentials/Education, Related Experience, Years with the Organization
<i>LaDona Sullivan</i>	Kiddieland Train Operator	Retired, Employed since 2018
<i>Tony Greco</i>	Mechanic and Park Maintenance, Kiddieland Train Operator	Retired Maintenance Worker, Employed since 2014
<i>Sherry Johnson</i>	Party Coordinator	Church Secretary, Employed since 2022

3. Proposed Project and Scope of Services

Description, approaches and methodologies to achieve a successful outcome.

a) Detailed Scope of Services

The Kiwanis Club of Greater Merced (the Club) established the Kiwanis Club of Greater Merced Foundation (the Foundation) in 2015. The Foundation is funded mainly through the Club plus nominal sponsorship donations. The Foundation is committed and responsible for the continued success of Kiddieland.

Kiddieland meets safety standards and complies with the Department of Industrial Relations and the Merced County Environmental Health. Prior to our operating season the state inspectors certified each ride with a vigorous inspection process. Each year, as standards are changing, we must provide the mandated repairs/improvements in order to obtain our operating certification. These inspections are costly and must occur prior to opening. Often times we must have multiple inspections to obtain certification. As a result, in 2022 the Foundation has already expended over \$27,563 in order to meet our March 26, 2022 opening commencing with our Fun Run Race to the Kiddieland Train.

Our project needs are outlined in **Attachment 3.1** and consist of:

- 2022-1 – A-Frame (Concession/Office) Building Remodel
- 2022-2 – Train Tracks Project
- 2022-3 – Train
- 2022-4 – Renovation Project 2022-1 through 2022-3
- 2022-5 – Park Area Improvements/Replacements *
- 2022-6 – Ride Improvements/Replacement Equipment/Tools *
- 2022-7 – Operating Budget *
- 2022-8 – Reimbursement Prior to Contract Request *

(* In the event of cost overruns, funds from the last four items can be utilized.)

b) What needs will we address?

The requested funds will provide for a remodel of the A-Frame Building which serves as the Concession stand and office. A remodel will increase the functionality and security of the building.

The iconic Kiddieland Train has served the community since 1965. As such, it is often down for repairs which are costly and often difficult as parts for our train are difficult to come by. In order to operated for another 65 years, Kiddieland needs a new train.

In addition, the current tracks need to be replaced. Over the years, the rail bed has deteriorated and has shifted in places, causing an issue with derailment. The Train Track Expansion project will be completed simultaneously with the A-Frame remodel.

We also request the opportunity to expand the tracks to showcase the other great entertainment opportunities in Applegate Park. (See Attachment 3.2)

Once the A-Frame remodel and the Train Track Expansion is completed the project team will re-evaluate the remaining funds for priority needs. After reassessing all safety requirements have been achieved for state certification, additional park improvements for the comfort of guests and continued operations of the rides will take priority. Any remaining funds if available, will be direct to replenish our operating funds which were severely depleted during COVID-19.

How will we achieve them?

Kiddieland was built 65 years ago and has continued operations through the commitment of Kiwanis Club of Greater Merced members. We have benefited from many generous businesses over the years and the commitment of the Merced High & Golden Valley High Key Club members and the Merced Police Explorers. Most recently Briggs Construction donated labor to replace our train station roof that was torn off during one of the many 2020 storms. Members and the helping hands of many citizen remain passionate about the continued success of Kiddieland.

Our commitment is evident and illustrated in the completed facilities and rides improvements of \$56,660.73 in the past three (3) years as listed below:

<u>Grounds & Facilities</u>	
Fence	\$510.00
Tile Flooring – A-Frame.....	1,387.01
Toilet	101.81
Slush Puppie Repair.....	531.59
A/C for Shack	3,211.00
Shade Netting	1,217.82
Concrete Work	4,275.00
Landscaping	15,828.66
Gardening	501.98
Slushie Machine	255.00
Sound System.....	4,150.27
Painting	6,988.10
Fire Extinguisher	389.68
Tree Removal.....	500.00
Facility Lights	2,904.28

Grounds & Facilities – Other 235.59
 Total Grounds & Facilities = \$42,987.79

Rides Repairs & Maintenance

Car Ride \$2,914.14
 Go Gator 80.00
 Helicopter Ride..... 4,951.85
 Rocket Ride..... 2,431.37
Train..... 3,295.58
 Rides Repairs & Maintenance = \$13,672.64

c) What are the project activities?

Kiddieland currently has 6 rides, the A frame snack shack, the party structure plus the original snack shack. The flagship of Kiddieland is our famous Train that provides rides around the perimeter of Applegate Park. Other rides include a Roller Coaster, Carousel, Helicopter ride, Rocket Ship ride, and Car ride. It is our hope to continue providing a safe and affordable amusement park for our community.

We also hold an annual Fun Run Race to the Kiddieland Train to kick off our season, and Easter Egg Hunt and our Halloween Fright Night. In addition, we open Kiddieland for free during the City’s National Night Out plus other notable free days provided by our sponsors.

d) Provide a project timeline.

Upon contact approval, the Club will work closely with the City and our consultant, Golden Valley Engineering, to finalize design plans for the A-Frame remodel. The City will also review/approve our new train and track expansion contractor, Severn Lamb’s proposal design.

The timeline for completing the requested project is dependent upon our operating season, which runs from the last weekend in March through October each year, and the contractors’ scheduling ability. Work on the project will begin when the season ends.

e) Description of project deliverables for each phase of your work.

Additional procurement steps will be completed once available funding have been committed to include:

1. Finalize Golden Valley Engineering (GVE) consultant scope of service for A-Frame and contract reporting requirements mandated by the City.
2. Issue consultant contract for approval to commence design and to secure bids to remodel the A Frame.

3. Obtain Train Track Expansion proposal for City review/amendments/approval.
4. Review/approve Train Track Expansion contract with Severn Lamb.
5. Request and obtain State Certification for A-Frame & Train Track Expansion projects.
6. Prioritize remaining project needs which may include project management by GVE (e.g. sun sails/high velocity park fans).
7. During all phases of deliverable, the City will be incorporated in the process for review/approval.
8. During all phases of reimbursement claims, work closely with the City Finance division ensuring all prevailing wage/ADA/mandated reporting is completed timely.

Kiwanis Club of Great Merced ARPA Budget Request



Amended August 2022

Acct #	Description	Amount Requested
2022-1	A-Frame (Concession/Office) Building Remodel Renovate building to include an ADA accesible approach, beverage center, concession shelves, teller desk, teller service window, new door, remove window, level floor, replace rotten jamb and flooring, drywall to cover insulation backing, LED signage, AED defribulator & Practi-shields, Rapid Care First Aid kit, fire extinguisher, air conditioning with thermostat control, and misc improvements to existiging A-Frame structure.	\$75,000
2022-2	Train Tracks Project Removal of existing train tracks to be replaced by engineered structural rock-based tracks to prevent train de-railments and to ensure safety and continuity of operations for another 65 years.	\$100,000
2022-3	Train Replace existng 50+ year old train due to unmanageable upkeep and continuous breakage/repair with a safe alternative. Existiging train parts are obolute and must be custom manufactured resulting in the train being non-operable during our busy season.	\$90,000
2022-4	Renovation Project 2022-1 through 2022-3 To include consultant for civil improvement plans, construction administration, project management/reporting and misc mandated tests/permits/fees.	\$40,000
* 2022-5	Park Area Improvements/Replacements To include High Velocity Outdoor Fans for cooling park visitors, new benches, picnic tables, permanent trash receptables, snack shak roof repair, sun sails, kiosk station, mechanic concrete walkway & pad with electrical stub, security cameras, lighting, signage, irrigation & landscape replacement/upgrade, and misc painting and park amenities.	\$84,000

Kiwanis Club of Great Merced ARPA Budget Request



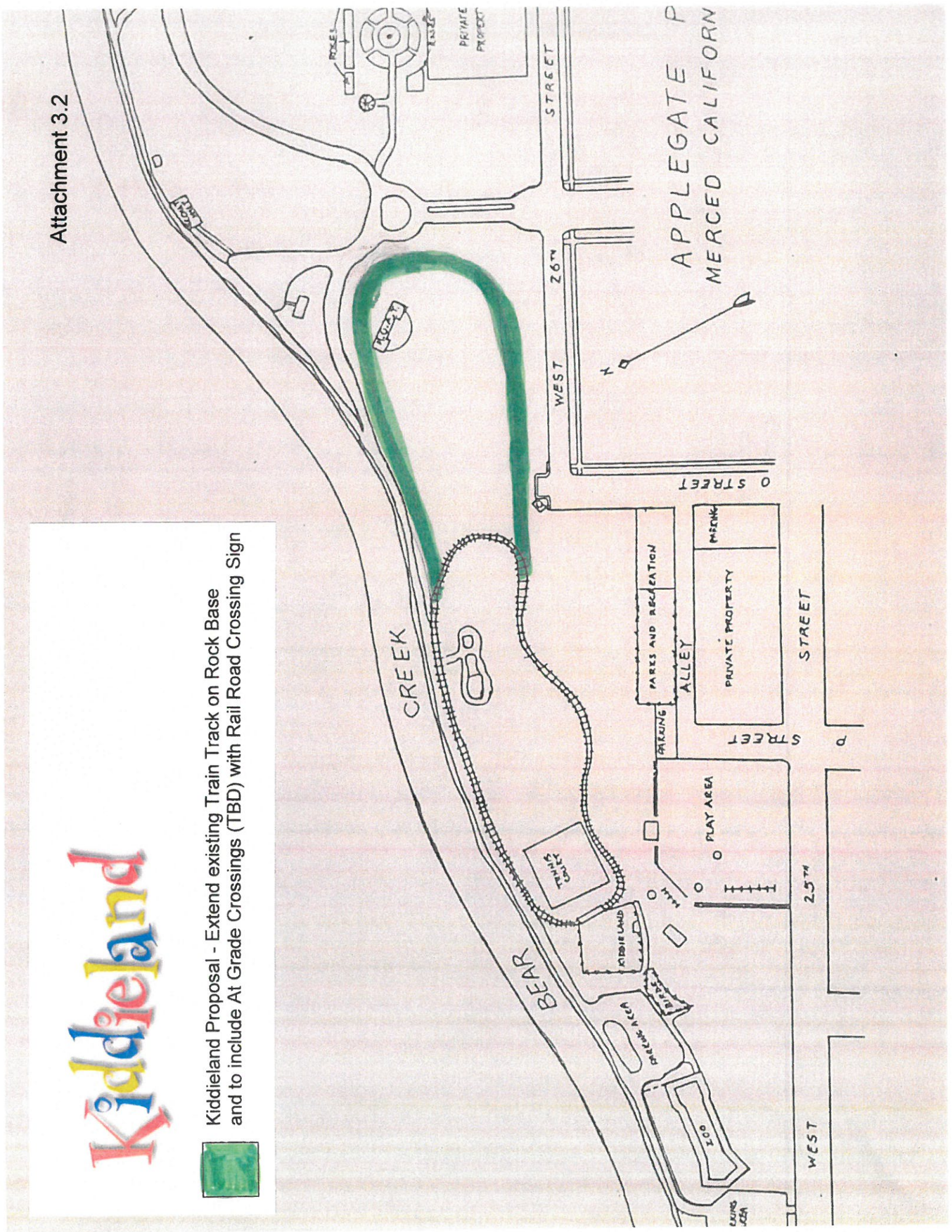
Amended August 2022

Acct #	Description	Amount Requested
* 2022-6	Ride Improvements/Replacement Equipment/Tools To include ride seat belts, mechanic tools, Ride upholstery, carousel/rocket/car/helicopter rides canvas covers, ride paint, upgraded motor and clutch and misc ride parts.	\$12,000
* 2022-7	Operating Budget To include state inspections & permits, secretary of state filing fees, post office box rental, Non-profit fees/filing, banking, employee payroll, grounds/facilities supplies, pest control, security alarm/cameras, website maintenance, Cervis and telephone.	\$65,000
* 2022-8	Reimbursement Prior to Contract Request To include cost and improvements made in order to open for our March 2022 operating season: Dept of Industrial Relations inspection fees, Go Gator support beam, signage, landscaping maintenance, helicopter painting, webpage improvements and misc costs.	\$34,000
TOTAL BUDGET		\$500,000

* In the event of cost overruns, funds from the last two items can be utilized.



Kiddieland Proposal - Extend existing Train Track on Rock Base and to include At Grade Crossings (TBD) with Rail Road Crossing Sign



4. Program Budget

Attached is the 12-month budget for the period July 1, 2022 through June 30, 2023.



Kiwanis Club of Greater Merced Foundation Fiscal Year 2022 - 2023 Operating Budget

	<u>FY 22-23</u>
<u>Income</u>	
Ride & Event Sponsors	10,000.00
Kiwanis Club of Greater Merced - Conduit Funding	<u>50,627.47</u>
	TOTAL INCOME \$ 60,627.47
<u>Administrative Costs</u>	
Secretary of State - Filing Fee	45.00
Post Office Box Rental	204.00
Taxes - Non Profit Fee	25.00
Bank Charges - Kiddieland	46.00
Club Website Annual Fee	600.00
Telephone & Internet	1,556.27
Liability Insurance	2,973.99
Total Administrative Costs	5,450.26
<u>Personnel Costs</u>	
Wages - Facility Maintenance	7,600.00
Wages - Manager	18,720.00
Wages- Train Driver	5,796.00
Employee Retention Credit	326.31
Train Operation	<u>(655.20)</u>
Total Wages	31,787.11
Federal Unemployment	190.10
Medicare	459.48
Social Security	1,964.41
CA - Unemployment	697.05
Workers Comp Insurance	3,967.38
CA - Employment Training Tax	<u>31.68</u>
Taxes & Contributions	7,310.10
Total Personnel Costs	39,097.21
<u>Facility Costs</u>	
Inspections and Permits	5,300.00
Pest Control	1,080.00
Grounds, Facilities, Supplies	2,750.00
Repairs and Maintenance	5,000.00
Security Alarm System	750.00
Security Camera Annual Fee	<u>1,200.00</u>
Total Facility Costs	16,080.00
TOTAL KIDDIELAND EXPENSES \$ 60,627.47	
Net Income	<u><u>\$ -</u></u>

Projected Salaries

Kiwanis Club of Greater Merced Foundation - Kiddieland Fiscal Year 2022-2023 Salary Cost

	Facility Maintenance		Manager		Train Driver		TOTAL	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	FY 22-23
Employee Wages, Taxes and Adjustments								
Gross Pay	380	20.00	1040	18.00	298	18.00	1718	31,684.00
Hourly Rate		7,600.00				5,364.00		
Hourly Sick Pay		0.00			24	18.00	24	432.00
Total Gross Pay	380	7,600.00	1040	18,720.00	322	5,796.00	1742	32,116.00
Employer Taxes and Contributions								
Federal Unemployment		45.60		112.32		32.18		190.10
Medicare Company		110.21		271.48		77.79		459.48
Social Security Company		471.20		1,160.64		332.57		1,964.41
CA - Unemployment Company		167.20		411.84		118.01		697.05
Workers Compensation		951.65		2,344.07		671.67		3,967.38
CA - Employment Training Tax		7.60		18.72		5.36		31.68
Total Employer Taxes and Contributions		1,753.47		4,319.06		1,237.58		7,310.10
TOTAL SALARY EXPENSE		9,353.47		23,039.06		7,033.58		\$ 39,426.10

5. References

Public Sector Organization References

Organization	Community Foundation of Merced County
Name	Danny Royer
Title	President
Address	1035 Farmland Avenue, Merced, CA 95340
Phone Number	(209) 769-1730

Organization	City of Merced
Name	Kevin Blake
Title	Mayor Pro Tempore
Address	678 W 18th Street, Merced, CA 95348
Phone Number	(209) 631-5859

Organization	City of Merced
Name	Delray Shelton
Title	City Council Member – District 6
Address	678 W 18th Street, Merced, CA 95348
Phone Number	(209) 385-6834

Organization	Merced County Office of Education
Name	Janet Riley
Title	Assistant Superintendent
Address	632 W 13th Street, Merced, CA 95341
Phone Number	(209) 381-6600

Local Business References

Organization	Fluetsch & Busby Insurance
Name	Ralph Busby
Title	Owner
Address	900 E South Bear Creek
Phone Number	Merced, CA 95340

Organization	Chuck Meyer Insurance
Name	Chuck Meyer
Title	Owner
Address	2824 Park Avenue, Merced, CA 95348
Phone Number	(209) 383-7774

Kiwanis Club of Greater Merced Foundation Special Matters & Requirements

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Kiwanis Club of Greater Merced Foundation

Kiddieland was established by the Kiwanis Club of Greater Merced (the Club) in 1957. The Club is a 501(c)(4) corporation and qualifies under the Group Exemption 501(c)(3) GEN 0026 as a subordinate of Kiwanis International #36-1327510, Federal ID# is: 94-1388691.

The Club established the Kiwanis Club of Greater Merced Foundation (the Foundation) in 2015. The Kiwanis Club of Greater Merced Foundation is a 501-(c)(3) Corporation EIN 27-5573377.

**Kiwanis Club of Greater Merced Foundation
Organization Structure**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 24 2015**

KIWANIS CLUB OF GREATER MERCED
FOUNDATION
P O BOX 1450
MERCED, CA 95341-0000

Employer Identification Number:
27-5573377
DLN:
26053727001605
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 27, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

KIWANIS CLUB OF GREATER MERCED

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper". The signature is stylized and cursive.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

**BYLAWS
OF
KIWANIS CLUB OF GREATER MERCED FOUNDATION INC.**

A California Nonprofit Public Benefit Corporation

ARTICLE 1 NAME

Section 1.1 Corporate Name

The name of this corporation is Kiwanis Club of Greater Merced Foundation Inc. (the "Corporation")

ARTICLE 2 OFFICES

Section 2.1 Principal Office

The principal office for the transaction of the business of the Corporation may be established at any place or places within the City of Merced in the State of California by resolution of the Board.

Section 2.2 Other Offices

The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to transact business.

ARTICLE 3 PURPOSES

Section 3.1 General Purpose

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law of California ("California Nonprofit Corporation Law") for public and charitable purposes.

Section 3.2 Specific Purpose

The specific purpose of the Corporation shall include without limitation; To collect, receive and solicit contributions and administer funds for charitable, educational (including the awarding of scholarships, fellowships and grants), scientific and literary purposes and to make donations to, dispense charitable contributions through, and otherwise aid and support those organizations qualified for exemption from income tax under the Internal Revenue Code, as now in effect or as subsequently amended, that are organized exclusively for charitable, literary, scientific or educational purposes.

Support for Kiwanis International. In pursuing and carrying out its charitable purposes, the Foundation may support and further the charitable purposes of Kiwanis International, Inc. and of Kiwanis-sponsored affiliates.

Support for Kiddieland. In pursuing and carrying out its charitable purposes, the Foundation may support and further the charitable purposes of Kiddieland located in Applegate Park Merced, CA.

ARTICLE 4 LIMITATIONS

Section 4.1 Political Activities

The Corporation has been formed under California Nonprofit Corporation Law for the charitable purposes described in Article 3, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

Section 4.2 Prohibited Activities

The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article 3. The Corporation may not carry on any activity for the profit of its Officers, Directors or other persons or distribute any gains, profits or dividends to its Officers, Directors or other persons as such. Furthermore, nothing in Article 3 shall be construed as allowing the Corporation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

ARTICLE 5 DEDICATION OF ASSETS

Section 5.1 Property Dedicated to Nonprofit Purposes

The property of the Corporation is irrevocably dedicated to public and charitable purposes. No part of the net income or assets of the Corporation shall ever inure to the benefit of any of its Directors or Officers, or to the benefit of any private person, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3 hereof.

Section 5.2 Distribution of Assets Upon Dissolution

Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for public and charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code.

ARTICLE 6 MEMBERSHIPS

Section 6.1 Members

The Corporation shall have no members within the meaning of section 5056 of the California Nonprofit Corporation Law.

ARTICLE 7 DIRECTORS

Section 7.1 Number and Qualifications

7.1.1 Number

The authorized number of directors of the Corporation ("Directors") shall be 3 or 5.

7.1.2 Qualifications

Active member of the Kiwanis Club of Greater Merced.

Section 7.2 Corporate Powers Exercised by Board

Subject to the provisions of the Articles of Incorporation of the Corporation (the "Articles of Incorporation"), California Nonprofit Corporation Law and any other applicable laws, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of Directors (the "Board"). The Board may delegate the management of the activities of the Corporation to any person or persons, management company or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 7.3 Terms; Election of Successors

The term of office of each Director shall be three years. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which he or she was elected and until the election and qualification of a successor, or until that Director's earlier resignation or removal in accordance with these Bylaws and California Nonprofit Corporation Law.

Section 7.4 Vacancies

7.4.1 Events Causing Vacancy

A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; or (iii) the failure of the Board, at any meeting at which any Director or Directors are to be elected, to elect the full authorized number of Directors.

7.4.2 Removal

The Board may by resolution declare vacant the office of a Director who has been declared of unsound mind by an order of court, or convicted of a felony, or found by final order or judgment of any court to have breached a duty under California Nonprofit Corporation Law.

The Board may by resolution declare vacant the office of a director who fails to attend the yearly Board meeting.

The Board may, by a majority vote of the Directors who meet all of the required qualifications to be a Director set forth in Section 7.1.2, declare vacant the office of any Director who fails or ceases to meet any required qualification that was in effect at the beginning of that Director's current term of office.

Directors may be removed without cause by a majority of Directors then in office.

7.4.3 No Removal on Reduction of Number of Directors

No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.

7.4.4 Resignations

Except as provided in this Section 7.4.4, any Director may resign by giving written notice to the President, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the California Attorney General (the "Attorney General").

7.4.5 Election to Fill Vacancies

If there is a vacancy on the Board, including a vacancy created by the removal of a Director, the Board may fill such vacancy by electing an additional director as soon as practicable after the vacancy occurs. If the number of Directors then in office is less than a quorum, additional directors may be elected to fill such vacancies by (i) the unanimous written consent of the Directors then in office, (ii) the affirmative vote of a majority of the Directors in office at a meeting held according to notice or waivers complying with section 5211 of the California Nonprofit Corporation Law, or (iii) a sole remaining Director.

Section 7.5 Regular Meetings

Each year, the Board shall hold at least one meeting, at a time and place fixed by the Board, for the purposes of election of Directors, appointment of Officers, review and approval of the corporate budget and transaction of other business. This meeting is sometimes referred to in these Bylaws as the "annual meeting." Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution.

Section 7.6 Special Meetings

Special meetings of the Board for any purpose may be called at any time by the President, or the Vice President (if any), or the Secretary, or any two Directors.

Section 7.7 Notice of Meetings

7.7.1 Manner of Giving

Except when the time and place of a regular meeting is set by the Board by resolution in advance (as permitted by Section 7.5), notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

- (a) Personal delivery of oral or written notice;
- (b) First-class mail, postage paid;
- (c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or
- (d) Facsimile, electronic mail ("e-mail") or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation. Any oral notice given personally or by telephone may be communicated directly to the Director or to a person who would reasonably be expected to promptly communicate such notice to the Director. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting.

7.7.2 Time Requirements

Notices sent by first-class mail shall be deposited into a United States mail box at least four days before the time set for the meeting. Notices given by personal delivery, telephone, voice messaging system or other system or technology designed to record and communicate messages, facsimile, e-mail or other electronic transmission shall be delivered at least 48 hours before the time set for the meeting.

7.7.3 Notice Contents

The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the Corporation, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

Section 7.8 Place of Board Meetings

Regular and special meetings of the Board may be held at any place within Merced County designated in the notice of the meeting, or, if not stated in the notice or, if there is no notice, designated by resolution of the Board. If the place

of a regular or special meeting is not designated in the notice or fixed by a resolution of the Board, it shall be held at the principal office of the Corporation.

7.8.1 Meetings by Telephone or Similar Communication Equipment

Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law, as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. All such Directors shall be deemed to be present in person at such meeting.

Section 7.9 Quorum and Action of the Board

7.9.1 Quorum

A majority of Directors then in office (but no fewer than two Directors) shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7.11.

7.9.2 Minimum Vote Requirements for Valid Board Action

Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.

7.9.3 When a Greater Vote Is Required for Valid Board Action

The following actions shall require a vote by a majority of all Directors then in office in order to be effective:

- (a) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest as described in Section 10.1 (provided that the vote of any interested Director(s) is not counted);
- (b) Creation of, and appointment to, Committees (but not advisory committees) as described in Section 8.1;
- (c) Removal of a Director without cause as described in Section 7.4.2; and
- (d) Indemnification of Directors as described in Article 11.

Section 7.10 Waiver of Notice

The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors who is not present at the meeting signs a written

waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Also, notice of a meeting is not required to be given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Directors can protest the lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the Corporation as contained on the records of the Corporation as of the date of the protest, or by facsimile addressed to the facsimile number of the Corporation as contained on the records of the Corporation as of the date of the protest.

Section 7.11 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 7.12 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 7.13 Conduct of Meetings

Meetings of the Board shall be presided over by the President or, if the President is absent, by the Vice President (if any) or, in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

Section 7.14 Action Without Meeting

Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to the action. For the purposes of this Section 7.14 only, "all members of the Board" shall not include any "interested Director" as defined in section 5233 of the California Nonprofit Corporation Law. Such written consent shall have the same force and effect as a unanimous vote of the Board taken at a meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Written consent may be transmitted by first-class mail, messenger, courier, facsimile, e-mail or any other reasonable method satisfactory to the Chairperson or the President.

Section 7.15 Fees and Compensation of Directors

The Corporation shall not pay any compensation to Directors for services rendered to the Corporation as Directors, except that Directors may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts as approved by the Board.

Also, Directors may not be compensated for rendering services to the Corporation in a capacity other than as Directors, unless such compensation is reasonable and further provided that not more than 49% of the persons serving as Directors may be "interested persons" which, for purposes of this Section 7.15 only, means:

- (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full or part-time Officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or
- (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 7.16 Non-Liability of Directors

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

ARTICLE 8 COMMITTEES

Section 8.1 Committees of Directors

The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees ("Committees"), including an executive committee, each consisting of two or more Directors, to serve at the discretion of the Board. Any Committee, to the extent provided in the resolution of the Board, may be given the authority of the Board except that no Committee may:

- (a) approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) fill vacancies on the Board or in any Committee which has the authority of the Board;

- (c) fix compensation of the Directors for serving on the Board or on any Committee;
- (d) amend or repeal Bylaws or adopt new Bylaws;
- (e) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) appoint any other Committees or the members of these Committees;
- (g) expend corporate funds to support a nominee for Director after more persons have been nominated than can be elected; or
- (h) approve any transaction (i) between the Corporation and one or more of its Directors or (ii) between the Corporation and any entity in which one or more of its Directors have a material financial interest.

Section 8.2 Meetings and Action of Board Committees

Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article 7 concerning meetings of Directors, with such changes in the context of Article 7 as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions by these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 8.3 Quorum Rules for Board Committees

A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Committee members, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 8.4 Revocation of Delegated Authority

The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

Section 8.5 Advisory Committees

The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees need not, but may, be Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

ARTICLE 9 OFFICERS

Section 9.1 Officers

The officers of the Corporation ("Officers") shall be either a President or a Secretary, and a Treasurer or chief financial officer, or both. Other than the Chairperson, these persons may, but need not be, selected from among the Directors. The Board shall have the power to designate additional Officers, including a Vice President, who also need not be Directors, with such duties, powers, titles and privileges as the Board may fix. Any number of offices may be held by the same person, except that the Secretary, the Treasurer and the chief financial officer (if any) may not serve concurrently as either the President or the Chairperson.

Section 9.2 Election of Officers

The Officers shall be elected by the Board at the annual meeting of the Corporation for a term of one year, and each shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal. Officers may be elected for 3 consecutive terms.

Section 9.3 Removal of Officers

Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause, (i) by the Board, at any regular or special meeting of the Board, or at the annual meeting of the Corporation, or (ii) by an Officer on whom such power of removal may be conferred by the Board.

Section 9.4 Resignation of Officers

Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any

9.6.3.3 Notices

The Secretary shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws.

9.6.3.4 Corporate Records

Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

9.6.3.5 Corporate Seal and Other Duties

The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Board or these Bylaws.

9.6.4 Treasurer

The treasurer of the Corporation (the "Treasurer") shall attend to the following:

9.6.4.1 Books of Account

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

9.6.4.2 Financial Reports

The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports. The fiscal year for the Corporation is October 1 to September 30.

9.6.4.3 Deposit and Disbursement of Money and Valuables

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board; shall render, or cause to be rendered to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties incident to the office of Treasurer as may be prescribed by the Board or these Bylaws.

9.6.4.4 Bond

If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office and for restoration to the

Corporation of all its books, papers, vouchers, money, and other property of every kind in his possession or under his control on his death, resignation, retirement, or removal from office.

Section 9.7 Compensation of Officers

The Corporation shall not pay any compensation to Officers for services rendered to the Corporation as Officers, except that Officers may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts as approved by the Board. Section 7.15

ARTICLE 10 TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS OR OFFICERS

Section 10.1 Transactions with Directors and Officers

10.1.1 Interested Party Transactions

Except as described in Section 10.1.2, the Corporation shall not be a party to any transaction:

- (a) in which one or more of its Directors or Officers has a material financial interest, or
- (b) with any corporation, firm, association, or other entity in which one or more Directors or Officers has a material financial interest.

10.1.2 Requirements to Authorize Interested Party Transactions

The Corporation shall not be a party to any transaction described in 10.1.1 unless:

- (a) the Corporation enters into the transaction for its own benefit;
- (b) the transaction is fair and reasonable to the Corporation at the time the transaction is entered into;
- (c) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's or Officer's financial interest in the transaction;
- (d) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and

- (e) the minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (a) through (d) of this Section 10.1.2.

10.1.3 Material Financial Interest

A Director or Officer shall not be deemed to have a "material financial interest" in a transaction:

- (a) that fixes the compensation of a Director as a Director or Officer;
- (b) if the contract or transaction is part of a public or charitable program of the Corporation and it (1) is approved or authorized by the Corporation in good faith and without unjustified favoritism, and (2) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or
- (c) where the interested Director has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the corporation for the preceding year or \$100,000.

Section 10.2 Loans to Directors and Officers

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General; except that, however, the Corporation may advance money to a Director or Officer for expenses reasonably anticipated to be incurred in the performance of duties of such Director or Officer, if in the absence of such advance, such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation.

The limitation above does not apply if (i) the loan is necessary, in the judgment of the Board, to provide financing for the purchase of the principal residence of an Officer in order to secure the services of (or continued services of) the Officer and the loan is secured by real property located in California; or (ii) the loan is for the payment of premiums on a life insurance policy on the life of a Director or Officer and repayment to the Corporation of the amount paid by it is secured by the proceeds of the policy and its cash surrender value.

ARTICLE 11 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 11.1 General

Based on facts known to him or her at the time, each Trustee or officer of the Foundation shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a similar position would exercise under similar circumstances; and in a manner that the Trustee or officer reasonably believes to be in the Foundation's best interests.

Section 11.2 Reliance

In discharging his or her duties, a member of the Foundation Board may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

- a) An officer or employee of the Foundation whom the Board member reasonably believes to be reliable and competent in the matters presented; or
- b) Legal counsel, public accountants, or other persons with respect to matters that the Board member reasonably believes to be within the person's professional or expert competence.

Section 11.3 Limitations on Liability

A Trustee or officer is not liable for an action taken in that capacity, or for a failure to act, unless the Trustee or officer has breached or failed to perform the Trustee's or officer's duties in compliance with this Article; or unless the breach or failure to perform constitutes willful misconduct or recklessness.

Section 11.4 Indemnification

From time to time, to the extent not inconsistent with the laws of the State of Indiana and with the Foundation's status as a tax-exempt charitable non-profit corporation, the Foundation shall indemnify every person (and the heirs and personal representatives of such person) who is or was a Trustee or officer of the Foundation, to the extent that indemnification is required by Chapter 16 of the Indiana Nonprofit Foundation Act (the "Act"). The Foundation may (but is not required to) indemnify a current or former Trustee or officer to the extent that indemnification is permitted but not required under Chapter 16 of the Act. The Foundation may purchase, but is not required to purchase, indemnifying insurance as permitted by Section 23-17-16-14 of the Act.

ARTICLE 12 CORPORATE RECORDS, REPORTS AND SEAL

Section 12.1 Minute Book

The Corporation shall keep a minute book in written form which shall contain a record of all actions by the Board or any committee including (i) the time, date and place of each meeting; (ii) whether a meeting is regular or special and, if

special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (vii) all written consents for action without a meeting; (viii) all protests concerning lack of notice; and (ix) formal dissents from Board actions.

Section 12.2 Books and Records of Account

The Corporation shall keep adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

Section 12.3 Articles of Incorporation and Bylaws

The Corporation shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

Section 12.4 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Corporation shall at all times keep at its principal office a copy of its federal tax exemption application and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

Section 12.5 Annual Report: Statement of Certain Transactions

The Board shall cause an annual report to be sent to each Director within 120 days after the close of the Corporation's fiscal year containing the following information:

- (a) The assets and liabilities of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for this fiscal year;
- (d) The expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;
- (e) A statement of any transaction (i) to which the Corporation, its parent, or its subsidiary was a party, (ii) which involved more than \$50,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than \$50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a financial interest):

- (1) Any Director or Officer of the Corporation, its parent, or its subsidiary;
- (2) Any holder of more than 10% of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the Corporation; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

Section 12.6 Directors' Rights of Inspection

Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the Corporation and each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 12.7 Corporate Seal

The corporate seal, if any, shall be in such form as may be approved from time to time by the Board. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

ARTICLE 13 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 13.1 Execution of Instruments

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 13.2 Checks and Notes

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the President.

Section 13.3 Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 13.4 Gifts

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of the Corporation.

ARTICLE 14 CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both the Corporation and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

ARTICLE 15 AMENDMENTS

Section 15.1 Amendment by Directors

The Board may adopt, amend or repeal bylaws. Such power is subject to the following limitations:

- (a) Where any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.
- (b) No amendment may extend the term of a Director beyond that for which such Director was elected.
- (c) If bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws.

**The Kiwanis Club of Greater Merced
Organizational Structure**



Serv
Child
of the World

May 18, 2005

To Whom It May Concern:

Please consider this your official notification that the:

Kiwanis Club of Greater Merced (K04654)

Merced, CA

is a club in good standing with Kiwanis International.

Kiwanis International qualifies as a not-for-profit organization under Internal Revenue Code, Section 501(c) (4), and has been in existence more than 75 years.

In addition, the aforementioned club also qualifies under group exemption number 0026. Attached is a copy of the group exemption letter from the Internal Revenue Service.

If further information is needed, please do not hesitate to contact me.

Yours truly,

William W. Parker, CPA
Controller
Finance Department

WWP/jaf

P.S. For your information, the Employer Identification Number for the above club is: 941388694.

Address any reply to:

P.O. Box 187, Cornwells Heights, Pa. 19020

Department of the Treasury

**Internal Revenue
Service Center**

Mid-Atlantic Region

Date:

In reply refer to:

December 15, 1977

TS:E

GROUP EXEMPTION LETTER
Section 501 (c) (4)
of the Internal Revenue Code.

▶ **Robert G. Kavanagh**
Kiwanis International
101 E. Erie St.
Chicago, IL 60611

Employer Identification Number: **36-1327510**

Period: **September 30, 1977**

GEN: **0026**

Thank you for sending the annual supplemental information concerning your subordinate organizations.

Based on the information you submitted, we have changed our records to reflect any additions, deletions, and name or address changes to the roster of subordinates included in your group exemption letter.

If your group exemption letter recognizes the exemption of your subordinates included under section 501(c)(3) of the Internal Revenue Code, any new subordinates included have been classified on our records as organizations that are not private foundations as defined in section 509(a) of the Code, based on the notification you submitted.

Within 45 days after the close of your next annual accounting period, please send the following information to the Philadelphia Service Center, 11601 Roosevelt Boulevard, Philadelphia, Pennsylvania, 19155, Attention: EOR Branch:

1. A statement describing any changes during the year in the purposes, character, or method of operation of your subordinates.
2. Lists of the names, mailing address – including Postal ZIP Codes, and employer identification numbers of subordinates that during the year:
 - a. changed names or addresses;
 - b. were deleted from your roster;
 - c. were added to your roster.
3. For subordinates to be added, attach:
 - a. a statement indicating that your status has not changed from that shown on the group exemption letter you received.

(Over)

FORM MAR-8503 (REV. 6-73)

- b. a statement that each has given you written authorization to add its name to the roster;
 - c. a list of those to which the Service previously issued exemption rulings or determination letters; and
 - d. if your subordinates are recognized as exempt under section 501(c)(3) of the Code, a statement that none of the subordinates are private foundations as defined in section 509(a) of the Code.
4. If applicable, a statement that your group exemption roster did not change during the year.

If you have any questions concerning employment taxes or other provisions relating to exempt organizations, you should contact your District Director.

Thank you for your cooperation.

Sincerely yours,



Charles Samra
Chief, Exempt Organization
Returns Branch

Kiwanis Club of Greater Merced
Profit & Loss
 October 1, 2017 through February 22, 2022

	Oct 1, '17 - Feb 22, 22
Ordinary Income/Expense	
Income	
Club Income	
Club Socials.	
Christmas Party	2,368.00
Total Club Socials.	2,368.00
Vacation Auction	96.00
Donation	10,157.34
Drawing	1,124.00
Fines	3,683.43
Installation Dinner	880.00
Interest Income - Club Accounts	5.28
Membership Dues	18,075.00
Total Club Income	36,389.05
KiddieLand	
Miscellaneous Income	70.25
VIP Passes	800.00
Fright Night	4,547.50
Sponsorships/Grants	
Wahnetta Hall Trust	12,707.00
Ride Sponsors	20,450.00
Total Sponsorships/Grants	33,157.00
Party Income	15,550.00
Public Donations	24,468.93
Ride Revenue	
Special Events	
Boot Camp	4,767.20
Red Nose Day	500.00
Special Events - Other	3,050.00
Total Special Events	8,317.20
Elks Day at the Park	6,000.00
Ticket Sales	34,692.75
Wrist Band Sales	8,474.00
Total Ride Revenue	57,483.95
Concessions	10,160.15
Interest Income - Kiddieland	288.23
Total KiddieLand	146,526.01
Total Income	182,915.06
Gross Profit	182,915.06
Expense	
Club Expenses	
Secretary of State - Filing Fee	45.00
BOD Meeting Expense	255.04
Cash Over & Short	-30.15
Club Awards	468.42
Club Officers Training	35.00

3:22 PM
 02/22/22
 Accrual Basis

Kiwanis Club of Greater Merced
Profit & Loss
 October 1, 2017 through February 22, 2022

	Oct 1, '17 - Feb 22, 22
Club Socials	
Ellen's Going Away Party	371.79
Take Me Out to The Ball Game	420.00
Charter Night	93.37
Love Your Club	2,089.24
Governor's Visit	50.00
Christmas Party	2,951.66
Installation Night	958.05
DCM - Meeting Expense	282.43
Total Club Socials	7,216.54
Convention - District	
International Convention	1,033.07
Convention - District - Other	360.00
Total Convention - District	1,393.07
Dues	
Portal Buzz	225.00
District Dues	7,272.00
International Dues, Magazine	11,393.00
Total Dues	18,890.00
Fundraising Costs	
Race to the Kiddieland Train	
Supplies	1,358.24
T-Shirts	982.00
Race to the Kiddieland Train - Other	239.42
Total Race to the Kiddieland Train	2,579.66
Total Fundraising Costs	2,579.66
Gifts and Flowers	59.54
Lt. Governor - Member Support	1,100.00
Meals - Guests	295.00
Pins	315.59
Post Office Box Rental	666.00
Raffle Winnings	1,174.50
Taxes - Non Profit Fee	130.00
Total Club Expenses	34,593.21
Kiddieland Expenses	
Cost of Sales	
Ice	117.83
Water	24.95
Ice Cream	83.88
Other Concession Exp	171.03
Pepsi Cola	1,753.25
Slushie Supplies	1,404.25
Tickets	43.00
Cost of Sales - Other	2,849.89
Total Cost of Sales	6,448.08
Advertising/Marketing	
Signage - Sponsors	267.31
Advertising/Marketing - Other	161.86
Total Advertising/Marketing	429.17
Background Check	85.00
Bank Charges - Kiddieland	216.00
Cartoon Signs	450.00
Cash Over & Short	-221.70
Clean Up Expenses	19.00
Club Website	1,125.70

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02/22/22

Accrual Basis

Kiwanis Club of Greater Merced
Profit & Loss
 October 1, 2017 through February 22, 2022

	Oct 1, '17 - Feb 22, 22
Contributions	
Rotary Comm. Corps of Merced	500.00
Kiwanis Children's Fund	100.00
GV Speach N Debate Team	100.00
Circle K	600.00
Atwater Key Club	468.00
PTP Fundraiser - Fall Rally	200.00
Livingston Key Club	1,200.00
Golden Valley Key Club	1,798.89
Kiwanis Family House	100.00
Merced High Key Club	4,083.89
Merced Police Explorers Post	1,200.00
Scholarships	4,950.00
Total Contributions	15,300.78
Counterfeit Money	100.00
Depreciation	1,085.00
Diesel and Gas	32.94
Easter Egg Hunt Expenses	3,397.01
Equipment	
Table Covers	231.40
Patio Seat Covers	123.36
PopCorn Machine	19.55
Refrigerator	594.95
Slush Puppie Machine	1,616.99
Umbrella	113.64
Santa Suite	99.90
Benches	797.07
Total Equipment	3,596.86
Inspections and Permits	9,150.75
Insurance - Kiddieland	
Liability Insurance	12,101.22
Total Insurance - Kiddieland	12,101.22
Laundry	90.00
Printing	61.06
Office Supplies - Kiddieland	429.17
Personnel Costs	
Wages	
Employee Retention Credit	326.31
Major Repair/Improvement	0.00
Train Operation	14,079.30
Regular Maintenance	210.60
Total Wages	14,616.21
Payroll Taxes	1,690.82
Workers Comp Insurance	2,517.77
Total Personnel Costs	18,824.80
Pest Control	4,680.00
Postage and Freight	180.18
Repairs and Maintenance	
Train Roof	8,357.00
Cashier Improvements	2,459.00
Rides	
Car Ride	2,914.14
Go-Gater	80.00
Helicopter Ride	4,951.85
Rocket Ride	2,431.37
Train	3,295.58
Total Rides	13,672.94

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Accrual Basis

Kiwanis Club of Greater Merced
Profit & Loss
October 1, 2017 through February 22, 2022

	Oct 1, '17 - Feb 22, 22
Grounds & Facilities	
Fence	510.00
Tile Flooring - A Frame	1,387.01
Toilet	101.81
Slush Puppie	531.59
A/C for Shack	3,211.00
Shade Netting	1,217.82
Concrete Work	4,275.00
Landscaping	15,828.66
Gardening	501.98
Slushly Machine	255.00
Sound System	4,150.27
Painting	6,988.10
Fire Extinguisher	389.68
Tree Removal	500.00
Facility Lights	2,904.28
Grounds & Facilities - Other	235.59
	42,987.79
Total Grounds & Facilities	42,987.79
Repairs and Maintenance - Other	149.17
	67,625.90
Total Repairs and Maintenance	67,625.90
Security Alarm System	3,161.53
Special Events	
Boot Camp Expenses	4,767.20
Fright Night	1,576.39
	6,343.59
Total Special Events	6,343.59
Supplies	2,238.23
Telephone & Internet	5,945.24
Volunteer Expenses	1,242.00
Missing Receipts	473.84
	164,611.35
Total Kiddieland Expenses	164,611.35
Total Expense	199,204.56
Net Ordinary Income	-16,289.50
Other Income/Expense	
Other Income	
COVID-19 Funds from State Fund	3,792.00
Insurance Claim	792.31
Dividend Income - State Fund	284.40
Other Income	44.10
	4,912.81
Total Other Income	4,912.81
Net Other Income	4,912.81
Net Income	-11,376.69

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 Accrual Basis

**Kiwanis Club of Greater Merced
 Transaction Detail By Account
 October 1, 2017 through February 22, 2022**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Kiddieland Expenses							
Insurance - Kiddieland							
Liability Insurance							
Bill	04/19/2018	84278...	Oregon Mutual Group		1,293.00		1,293.00
Check	05/24/2018	4113	Fluetsch & Busby Insurance.	Liability Insura...	2,121.12		3,414.12
Deposit	08/13/2018	956125		Refund Check		270.00	3,144.12
Bill	04/23/2019		Oregon Mutual Group	Commercial P...	899.00		4,043.12
Check	05/22/2019	4198	Fluetsch & Busby Insurance.	Liability Insura...	2,121.12		6,164.24
Bill	05/07/2020		Oregon Mutual Group	Commercial P...	939.00		7,103.24
Check	05/20/2020	4284	Burlington Insurance Co.	Liability Insura...	2,023.99		9,127.23
Bill	04/19/2021		Oregon Mutual Group	Commercial P...	950.00		10,077.23
Check	05/19/2021	4324	Fluetsch & Busby Insurance.	Liability Insura...	2,023.99		12,101.22
Total Liability Insurance					12,371.22	270.00	12,101.22
Total Insurance - Kiddieland					12,371.22	270.00	12,101.22
Total Kiddieland Expenses					12,371.22	270.00	12,101.22
TOTAL					12,371.22	270.00	12,101.22

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Accrual Basis

**Kiwanis Club of Greater Merced
Transaction Detail By Account
October 1, 2017 through February 22, 2022**

Type	Date	Num	Source Name	Memo	Debit	Credit	Balance
Kiddieland Expenses							
Inspections and Permits							
Check	10/20/2017	EFT	Secretary of State		20.00		20.00
Bill	12/15/2017	IN0091351	Merced County Environmental Health	FA0006730	334.00		354.00
Bill	03/30/2018	P1543387SA	Department of Industrial Relations	Inspection Date 03/26/18 - RA	755.00		1,109.00
Bill	03/30/2018	P1543386SA	Department of Industrial Relations	Inspection Date 03/26/18 - RA	268.75		1,377.75
Bill	03/30/2018	P1543384SA	Department of Industrial Relations	Inspection Date 03/26/18 - RA	268.75		2,084.00
Bill	03/30/2018	P1543367SA	Department of Industrial Relations	Inspection Date 03/26/18 - RA	268.75		2,352.75
Bill	03/30/2018	P1543366SA	Department of Industrial Relations	Inspection Date 03/26/18 - RA	220.00		2,572.75
Bill	03/30/2018	P1543364SA	Department of Industrial Relations	Inspection Date 03/26/18 - RA	268.75		2,841.50
Check	10/11/2018	EFT	Secretary of State		20.00		2,861.50
Bill	10/20/2018	P1597790SA	Department of Industrial Relations	Inspection Date 10/20/2018 - UA	146.25		3,007.75
Bill	10/30/2018	P1597802SA	Department of Industrial Relations	Inspection Date 10/20/2018 - UA	146.25		3,154.00
Bill	10/30/2018	P1597796SA	Department of Industrial Relations	Inspection Date 10/20/2018 - UA	146.25		3,300.25
Bill	10/30/2018	P1597794SA	Department of Industrial Relations	Inspection Date 10/20/2018 - UA	146.25		3,446.50
Bill	10/30/2018	P1597804SA	Department of Industrial Relations	Inspection Date 10/20/2018 - UA	146.25		3,592.75
Bill	10/30/2018	P1597800SA	Department of Industrial Relations	Inspection Date 10/20/2018 - UA	146.25		3,739.00
Check	01/28/2019	4189	Merced County Environmental Health	IN0094605	344.00		4,083.00
Bill	03/29/2019	P1635683SA	Department of Industrial Relations	Inspection Date 03/26/2019	220.00		4,303.00
Bill	03/29/2019	P1635687SA	Department of Industrial Relations	Inspection Date 03/26/2019	220.00		4,523.00
Bill	03/29/2019	P1635689SA	Department of Industrial Relations	Inspection Date 03/26/2019	755.00		5,278.00
Bill	03/29/2019	P1635688SA	Department of Industrial Relations	Inspection Date 03/26/2019	657.50		5,935.50
Bill	03/29/2019	P1635686SA	Department of Industrial Relations	Inspection Date 03/26/2019	220.00		6,155.50
Bill	05/08/2019	P1645519SA	Department of Industrial Relations	Inspection Date 04/30/2019	48.75		6,204.25
Bill	05/08/2019	P1645514SA	Department of Industrial Relations	Inspection Date 04/30/2019	220.00		6,424.25
Bill	05/08/2019	P1645524SA	Department of Industrial Relations	Inspection Date 04/30/2019	48.75		6,473.00
Bill	05/08/2019	P1645526SA	Department of Industrial Relations	Inspection Date 04/30/2019	48.75		6,521.75
Bill	05/08/2019	P1645522SA	Department of Industrial Relations	Inspection Date 04/30/2019	48.75		6,570.50
Bill	05/08/2019	P1645528SA	Department of Industrial Relations	Inspection Date 04/30/2019	48.75		6,619.25
Bill	06/12/2019	P1854747SA	Department of Industrial Relations	Inspection Date 06/11/2019	97.50		6,716.75
Bill	06/12/2019	P1854748SA	Department of Industrial Relations	Inspection Date 06/11/2019	97.50		6,814.25
Bill	06/13/2019	P1655079SA	Department of Industrial Relations	Inspection Date 06/11/2019	97.50		6,911.75
Bill	06/13/2019	P1655073SA	Department of Industrial Relations	Inspection Date 06/11/2019	97.50		7,009.25
Bill	06/13/2019	P1655071SA	Department of Industrial Relations	Inspection Date 06/11/2019	97.50		7,106.75
Bill	06/13/2019	P1655069SA	Department of Industrial Relations	Inspection Date 06/11/2019	97.50		7,204.25
Bill	09/25/2019	P1682429SA	Department of Industrial Relations	Inspection Date 09/21/2019	146.25		7,350.50
Bill	09/25/2019	P1682437SA	Department of Industrial Relations	Inspection Date 09/21/2019	146.25		7,496.75
Bill	09/25/2019	P1682436SA	Department of Industrial Relations	Inspection Date 09/21/2019	146.25		7,643.00
Bill	09/25/2019	P1682431SA	Department of Industrial Relations	Inspection Date 09/21/2019	146.25		7,789.25
Bill	09/25/2019	P1682433SA	Department of Industrial Relations	Inspection Date 09/21/2019	146.25		7,935.50
Bill	09/25/2019	P1682434SA	Department of Industrial Relations	Inspection Date 09/21/2019	146.25		8,081.75
Bill	01/25/2020	IN0098424	Merced County Environmental Health	FA0006730	359.00		8,440.75
Bill	02/02/2021	IN0101959	Merced County Environmental Health	FA0006730	354.00		8,794.75
Bill	12/14/2021	IN0105614	Merced County Environmental Health	FA0006730	356.00		9,150.75
Total Inspections and Permits					9,150.75	0.00	9,150.75
Total Kiddieland Expenses					9,150.75	0.00	9,150.75
TOTAL					9,150.75	0.00	9,150.75

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Accrual Basis

**Kiwanis Club of Greater Merced
Transaction Detail By Account
October 1, 2017 through February 22, 2022**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Kiddieland Expenses							
Equipment							
Table Covers							
Check	08/06/2020	4312	Amazon		231.40		231.40
Total Table Covers					231.40	0.00	231.40
Patio Seat Covers							
Check	07/27/2020	4304	Amazon		123.36		123.36
Total Patio Seat Covers					123.36	0.00	123.36
PopCorn Machine							
Check	03/10/2020		Amazon		340.28		340.28
Deposit	08/02/2020			Refund from Amazon for PopCorn Machine		320.73	19.55
Total PopCorn Machine					340.28	320.73	19.55
Refrigerator							
Check	02/28/2020	EFT	Lowes		594.95		594.95
Total Refrigerator					594.95	0.00	594.95
Slush Puppie Machine							
Bill	05/24/2019		Ray Borge		1,616.99		1,616.99
Total Slush Puppie Machine					1,616.99	0.00	1,616.99
Umbrella							
Check	06/02/2019	EFT	Save Mart		37.88		37.88
Check	06/04/2019	EFT	Save Mart		37.88		75.76
Check	06/23/2019	EFT	Save Mart		37.88		113.64
Total Umbrella					113.64	0.00	113.64
Santa Suite							
Check	09/26/2018	EFT	Amazon		99.90		99.90
Total Santa Suite					99.90	0.00	99.90
Benches							
Check	03/05/2018	4071	Amazon		239.85		239.85
Check	04/08/2018	EFT	EBAY		464.35		704.20
Check	04/08/2018	EFT	EBAY		92.87		797.07
Total Benches					797.07	0.00	797.07
Total Equipment					3,917.59	320.73	3,596.86
Total Kiddieland Expenses					3,917.59	320.73	3,596.86
TOTAL					3,917.59	320.73	3,596.86

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 Accrual Basis

Kiwanis Club of Greater Merced
Transaction Detail By Account
 October 1, 2017 through February 22, 2022

Type	Date	Num	Adj	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
Kiddieland Expenses											
Cartoon Signs											
Bill	12/05/2019			Albert J. Ortega, Sr.		Kiddieland		Accounts Payable	250.00		250.00
Bill	03/02/2020			Albert J. Ortega, Sr.		Kiddieland		Accounts Payable	200.00		450.00
Total Cartoon Signs									450.00	0.00	450.00
Total Kiddieland Expenses									450.00	0.00	450.00
TOTAL									450.00	0.00	450.00

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 Accrual Basis

Kiwanis Club of Greater Merced
Transaction Detail By Account
 October 1, 2017 through February 22, 2022

Type	Date	Num	Adj	Source Name	Memo	Debit	Credit	Balance
Kiddieland Expenses								
Repairs and Maintenance								
Grounds & Facilities								
Fence								
Bill	01/27/2022			Larry Meigosa		510.00		510.00
Total Fence						510.00	0.00	510.00
Tile Flooring - A Frame								
Bill	02/19/2020			Edward J. Contreras		1,200.00		1,200.00
Bill	02/29/2020			Edward J. Contreras	Receipts	187.01		1,387.01
Total Tile Flooring - A Frame						1,387.01	0.00	1,387.01
Toilet								
Check	02/04/2020	4262		Lowe's		101.81		101.81
Total Toilet						101.81	0.00	101.81
Slush Puppie								
Bill	10/22/2019			Slush Puppie		531.59		531.59
Total Slush Puppie						531.59	0.00	531.59
A/C for Shack								
Bill	11/08/2018			Kyhn's Air Conditioni...		3,211.00		3,211.00
Total A/C for Shack						3,211.00	0.00	3,211.00
Shade Netting								
Check	03/26/2018	4074		Merced Canvas		405.94		405.94
Bill	03/30/2018	266523		Merced Canvas		811.88		1,217.82
Total Shade Netting						1,217.82	0.00	1,217.82
Concrete Work								
Bill	01/24/2018			Yard Masters, Inc.		4,275.00		4,275.00
Total Concrete Work						4,275.00	0.00	4,275.00

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 Accrual Basis

Kiwanis Club of Greater Merced
 Transaction Detail By Account
 October 1, 2017 through February 22, 2022

Type	Date	Num	Adj	Source Name	Memo	Debit	Credit	Balance
Landscaping								
Bill	10/31/2017			Eudoro S. Mendoza		240.00		240.00
Bill	12/04/2017	Nove...		Eudoro S. Mendoza		240.00		480.00
Bill	12/31/2017			Eudoro S. Mendoza		240.00		720.00
Bill	01/24/2018			Yard Masters, Inc.		2,990.00		3,710.00
Bill	01/31/2018			Eudoro S. Mendoza		240.00		3,950.00
Bill	02/28/2018			Eudoro S. Mendoza		240.00		4,190.00
Bill	03/31/2018			Eudoro S. Mendoza		240.00		4,430.00
Bill	06/30/2018			Eudoro S. Mendoza		240.00		4,670.00
Bill	07/31/2018			Eudoro S. Mendoza		240.00		4,910.00
Bill	08/31/2018			Eudoro S. Mendoza		100.00		5,010.00
Bill	09/30/2018			Eudoro S. Mendoza		380.00		5,390.00
Bill	10/31/2018			Eudoro S. Mendoza		240.00		5,630.00
Bill	11/30/2018			Eudoro S. Mendoza		240.00		5,870.00
Bill	12/31/2018			Eudoro S. Mendoza		240.00		6,110.00
Check	01/13/2019	4189		Lowe's		81.98		6,191.98
Bill	01/31/2019			Eudoro S. Mendoza		240.00		6,431.98
Bill	02/28/2019			Eudoro S. Mendoza		240.00		6,671.98
Check	03/04/2019	4189		Lowe's		33.48		6,705.46
Check	03/27/2019	4189		Lowe's		89.79		6,795.25
Bill	03/31/2019			Eudoro S. Mendoza		240.00		7,035.25
Bill	04/30/2019			Eudoro S. Mendoza		290.00		7,325.25
Bill	05/31/2019			Eudoro S. Mendoza		240.00		7,565.25
Bill	06/30/2019			Eudoro S. Mendoza		240.00		7,805.25
Bill	07/31/2019			Eudoro S. Mendoza		420.00		8,225.25
Bill	08/31/2019			Eudoro S. Mendoza		240.00		8,465.25
Bill	09/30/2019			Eudoro S. Mendoza		240.00		8,705.25
Bill	10/31/2019			Eudoro S. Mendoza		240.00		8,945.25
Bill	11/30/2019			Eudoro S. Mendoza		240.00		9,185.25
Bill	12/31/2019			Eudoro S. Mendoza		240.00		9,425.25
Check	01/16/2020	4304		Lowe's		146.01		9,571.26
Bill	01/31/2020			Eudoro S. Mendoza		240.00		9,811.26
Check	02/23/2020	4304		Lowe's		57.40		9,868.66
Bill	02/29/2020			Eudoro S. Mendoza		240.00		10,108.66
Bill	03/31/2020			Eudoro S. Mendoza		240.00		10,348.66
Bill	04/30/2020			Eudoro S. Mendoza		360.00		10,708.66
Bill	05/31/2020			Eudoro S. Mendoza		240.00		10,948.66
Bill	06/30/2020			Eudoro S. Mendoza		240.00		11,188.66
Bill	07/31/2020			Eudoro S. Mendoza		240.00		11,428.66
Bill	08/31/2020			Eudoro S. Mendoza		240.00		11,668.66
Bill	09/30/2020			Eudoro S. Mendoza		240.00		11,908.66
Bill	10/31/2020			Eudoro S. Mendoza		240.00		12,148.66
Bill	11/30/2020			Eudoro S. Mendoza		240.00		12,388.66
Bill	12/31/2020			Eudoro S. Mendoza	-MULTIPLE-	320.00		12,708.66
Bill	01/31/2021			Eudoro S. Mendoza		240.00		12,948.66
Bill	02/28/2021			Eudoro S. Mendoza		240.00		13,188.66
Bill	03/31/2021			Eudoro S. Mendoza		240.00		13,428.66
Bill	04/30/2021			Eudoro S. Mendoza		240.00		13,668.66
Bill	05/31/2021			Eudoro S. Mendoza		240.00		13,908.66

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 Accrual Basis

Kiwanis Club of Greater Merced
Transaction Detail By Account
 October 1, 2017 through February 22, 2022

Type	Date	Num	Adj	Source Name	Memo	Debit	Credit	Balance
Bill	06/30/2021			Eudoro S. Mendoza		240.00		14,148.66
Bill	07/31/2021			Eudoro S. Mendoza		240.00		14,388.66
Bill	08/31/2021			Eudoro S. Mendoza		240.00		14,628.66
Bill	09/30/2021			Eudoro S. Mendoza		240.00		14,868.66
Bill	10/31/2021			Eudoro S. Mendoza		240.00		15,108.66
Bill	11/30/2021			Eudoro S. Mendoza		240.00		15,348.66
Bill	12/31/2021			Eudoro S. Mendoza		240.00		15,588.66
Bill	01/31/2022			Eudoro S. Mendoza		240.00		15,828.66
Total Landscaping						15,828.66	0.00	15,828.66
Gardening								
Check	05/21/2018	4106		Eudoro S. Mendoza	April '18	260.00		260.00
Check	06/08/2018	4116		Eudoro S. Mendoza	April '18	240.00		500.00
Check	10/28/2018	FET		Grocery Outlet		1.98		501.98
Total Gardening						501.98	0.00	501.98
Slushly Machine								
Bill	12/20/2018	18729		Cal Neva Slush Com...		255.00		255.00
Total Slushly Machine						255.00	0.00	255.00
Sound System								
Bill	09/21/2020	Quote ...		Action Computers		4,150.27		4,150.27
Total Sound System						4,150.27	0.00	4,150.27
Painting								
Check	01/21/2020	4261		Lowe's		92.51		92.51
Bill	03/09/2020	13305		Bret Briggs Construc...		950.00		1,042.51
Bill	06/23/2020	13346		Bret Briggs Construc...		5,945.59		6,988.10
Total Painting						6,988.10	0.00	6,988.10
Fire Extinguisher								
Bill	04/05/2018	75944		Gateway		64.00		64.00
Bill	04/10/2019	79875		Gateway		70.00		134.00
Bill	04/14/2020	84053		Gateway		255.68		389.68
Total Fire Extinguisher						389.68	0.00	389.68
Tree Removal								
Bill	12/05/2019			Lester Beavers		350.00		350.00
Bill	01/22/2020			Lester Beavers		150.00		500.00
Total Tree Removal						500.00	0.00	500.00

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 Accrual Basis

**Kiwanis Club of Greater Merced
 Transaction Detail By Account
 October 1, 2017 through February 22, 2022**

Type	Date	Num	Adj	Source Name	Memo	Debit	Credit	Balance
Facility Lights								
Bill	01/29/2021	962		Sierra Central Electri...		1,985.00		1,985.00
Check	02/26/2021	4319		Lowe's		59.28		2,044.28
Bill	03/14/2021	965		Sierra Central Electri...		860.00		2,904.28
Total Facility Lights						2,904.28	0.00	2,904.28
Grounds & Facilities - Other								
Check	10/10/2017	EFT		Associates Lock and...		123.41		123.41
Check	03/22/2018	4100		Don's Mobile Glass		66.30		189.71
Check	08/09/2018	4101		Lowe's	Trash Cans	45.88		235.59
Total Grounds & Facilities - Other						235.59	0.00	235.59
Total Grounds & Facilities						42,987.79	0.00	42,987.79
Total Repairs and Maintenance						42,987.79	0.00	42,987.79
Total Kiddieland Expenses						42,987.79	0.00	42,987.79
TOTAL						42,987.79	0.00	42,987.79

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Accrual Basis

Kiwanis Club of Greater Merced
Transaction Detail By Account
October 1, 2017 through February 22, 2022

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Kiddieland Expenses							
Advertising/Marketing							
Signage - Sponsors							
Bill	11/16/2017	72758	Ingraham Trophies		7.50		7.50
Bill	05/17/2019	77847	Ingraham Trophies		162.38		169.88
Bill	06/11/2019	78246	Ingraham Trophies	Rotary Club of...	97.43		267.31
Total Signage - Sponsors					267.31	0.00	267.31
Advertising/Marketing - Other							
Check	11/29/2017	EFT	Walmart	Candy Canes,...	44.14		44.14
Check	04/16/2018	EFT	Brightdart		36.53		80.67
Bill	06/04/2020		Ingraham Trophies	Kiddieland Ba...	81.19		161.86
Total Advertising/Marketing - Other					161.86	0.00	161.86
Total Advertising/Marketing					429.17	0.00	429.17
Total Kiddieland Expenses					429.17	0.00	429.17
TOTAL					429.17	0.00	429.17

3:12 PM
 02/22/22
 Accrual Basis

Kiwanis Club of Greater Merced
Transaction Detail By Account
 October 1, 2017 through February 22, 2022

Type	Date	Num	Source Name	Memo	Debit	Credit	Balance
Kiddieland Expenses							
Repairs and Maintenance							
Rides							
Car Ride							
Check	11/04/2017	4044	Lowes		25.35		25.35
Check	12/04/2017	4054	Lowes		16.82		42.17
Bill	02/09/2018	70126...	Applied Indust. Tech		137.56		179.73
Bill	03/08/2018	70128...	Applied Indust. Tech		155.12		334.85
Bill	06/13/2018	70136...	Applied Indust. Tech		57.74		392.59
Check	11/05/2018	4163	Pet Smart		21.64		414.23
Check	11/14/2018	4161	Pep Boys		11.60		425.83
Bill	07/07/2020		Miguel Santiuste		2,000.00		2,425.83
Check	07/07/2020	4302	Walmart		58.75		2,484.58
Check	07/08/2020	4302	Home Depot		81.72		2,566.30
Check	07/08/2020	4302	Home Depot		7.85		2,574.15
Check	07/14/2020	4302	Lowes		20.00		2,594.15
Check	07/15/2020	4302	Home Depot		22.36		2,616.51
Check	07/20/2020	4302	Lowes		10.78		2,627.29
Check	07/21/2020	4302	Bob's Auto Paint an...		55.08		2,682.37
Bill	01/21/2022	70233...	Applied Indust. Tech		231.77		2,914.14
Total Car Ride					2,914.14	0.00	2,914.14
Go-Gater							
Check	06/10/2019	4205	Jared Shake	Welding	80.00		80.00
Total Go-Gater					80.00	0.00	80.00
Helicopter Ride							
Bill	03/02/2018	266520	Merced Canvas		838.94		838.94
Bill	03/15/2018		JD Customs		80.00		918.94
Check	02/08/2022		Home Depot		56.50		975.44
Check	02/08/2022		Kelly Moore Paints		285.72		1,261.16
Check	02/08/2022		Sherwin Williams		142.27		1,403.43
Check	02/10/2022		Lowes		48.42		1,451.85
Bill	02/15/2022		Miguel Santiuste		3,500.00		4,951.85
Total Helicopter Ride					4,951.85	0.00	4,951.85

3:12 PM
 02/22/22
 Accrual Basis

Kiwanis Club of Greater Merced
Transaction Detail By Account
 October 1, 2017 through February 22, 2022

Type	Date	Num	Source Name	Memo	Debit	Credit	Balance
Rocket Ride							
Check	06/08/2020	4293	Lowes		75.43		75.43
Check	06/09/2020	4293	Walmart		34.90		110.33
Check	06/10/2020	4293	Walmart		12.86		123.19
Check	06/10/2020	4293	Sherwin Williams		87.55		210.74
Check	06/18/2020	4293	Walmart		21.43		232.17
Check	06/18/2020	4293	Lowes		10.78		242.95
Bill	06/19/2020		Miguel Santiuste		2,000.00		2,242.95
Check	06/23/2020	4306	Lowes		5.39		2,248.34
Check	06/24/2020	4301	Lowes		17.23		2,265.57
Check	06/24/2020	4301	Sherwin Williams		7.57		2,273.14
Check	06/24/2020	4301	Kelly Moore Paints		18.66		2,291.80
Check	06/25/2020	4301	Sherwin Williams		112.03		2,403.83
Check	06/26/2020	4301	Bob's Auto Paint an...		27.54		2,431.37
Total Rocket Ride					2,431.37	0.00	2,431.37
Train							
Check	06/07/2018	4110	Harris Alternators an...		175.00		175.00
Bill	07/20/2018	18-1336	Turning Point Industr...		1,821.59		1,996.59
Check	11/14/2018	4161	Kelly Moore Paints		89.61		2,086.20
Check	11/15/2018	4161	Kelly Moore Paints		98.38		2,184.58
Bill	11/16/2018		Miguel Santiuste		1,000.00		3,184.58
Check	11/16/2018	4161	Home Depot		19.72		3,204.30
Check	11/16/2018	4161	Home Depot		91.28		3,295.58
Total Train					3,295.58	0.00	3,295.58
Total Rides					13,672.94	0.00	13,672.94
Total Repairs and Maintenance					13,672.94	0.00	13,672.94
Total Kiddieland Expenses					13,672.94	0.00	13,672.94
TOTAL					13,672.94	0.00	13,672.94

**Kiwanis Club of Greater Merced Foundation
Estimates as of 2/22/2022**



PO. BOX 4590 / 204 CAMPUS WAY MODESTO CALIFORNIA 95350
 OFFICE 209.524.4484 / FAX 209.521.0272
 CA LIC#268001 / C-45 / NV LIC#0082570 / C-6

PROPOSAL

220223-01
 Date: 02/28/2022
 Expires: 03/28/2022
 Drawing Numbers: 220223-01

Project: Kiddieland Merced
 1045 West 26th St
 Merced, CA 95340

Client: Kiwanis Club of Merced Foundation
 PO Box 1371
 Merced 95341

Contact: Karen Adams (209) 777-0953 mercedttc@gmail.com

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
Manufacture and install Sign A: (1) Double-faced Pole Sign, as per design.	\$85,000.00
Top Portion: Main ID with name: "Kiddieland" internally-illuminated with LED lighting.	
Lower Portion: 8mm Electronic Message Center (EMC) display.	
Installation: Excavate, set pole, pour concrete concrete footing, install sign.	
Structural Engineering	\$300.00
Deposit Rate: 50%	Subtotal: \$85,300.00
Deposit: \$43,819.44	Tax: \$2,338.88
	Total: \$87,638.88

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

Exclusions: Sign permits, permit procurement, All DSA applications/reviews/inspections, structural engineering and traffic control equipment are **NOT** included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign, unless specifically quoted above, is assumed to be existing or provided by others.

Warranty: 12 months against defective materials and 12 month unconditional guarantee on parts and labor.

Terms: 50% advanced deposit with balance due upon completion of project.

Credit Card Transactions: A 3.5% convenience fee is applied to all credit card transactions.

Salesperson: Pamela Tinsley

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



QUANTITY (1); 82.9 SQUARE FEET (CABINETS ONLY)

EMCS1:
 EMC UNITS (2 SF); WATCH FIRE BHM FULL COLOR
 PIPE SUPPORT:
 MATERIAL: SHOWN AS 8" DIAMETER PIPE (VERIFY); ENGINEERING IS REQUIRED
 REMOVALS: NONE REQUESTED AS OF 02.25.22
 NOTE: THESE HAS NOT BEEN AN OFFICIAL SURVEY COMPLETED AS OF 02.25.22

SCOPE OF WORK: FABRICATE & INSTALL (1) ONE DF ILLUMINATED POLE SIGN W/ EMC.

SIGN A / DF ILLUMINATED POLE SIGN W/ EMC / 0.375" = 1'-0"

TOP CABINET:
 FACES: 0.188" THICK WHITE ACRYLIC W/ FIRST SURFACE VINYL DECORATIONS
 VINYL: SHOWN AS 3630-33 RED, 3630-167 BRIGHT BLUE, 3630-74 KUMQUAT ORANGE, 3630-71 SHADOW GREY,
 AVERY TRUE SHADOW (VERIFY ALL COLORS)
 NOTE: ACTUALLY SHOWN IS REPRESENTATIONAL ONLY AND NOT TO BE USED FOR PRODUCTION
 RETAINERS: 2" FLAT STYLE CABINET; ALUMINUM OR SHEET METAL OVER METAL FRAMEWORK
 PAINT FINISHES: (CABINET & PIPE SUPPORT) PAINT TO MATCH PMS 1797C RED, SATIN FINISHES, NO TEXTURE
 ILLUMINATION: WHITE LED

This sign is intended to be installed in accordance with the requirements of ARTICLE 609 of the national electrical code and/or other applicable codes. This includes proper grounding & bonding of the sign.

NOTICE TO THE CUSTOMER
 The customer is responsible for obtaining all necessary permits and approvals from the appropriate authorities before installation. The customer is also responsible for providing a safe and suitable location for the sign. The customer is responsible for providing a safe and suitable location for the sign. The customer is responsible for providing a safe and suitable location for the sign.

CUSTOMER APPROVAL
 ACCEPTED W/ NO CHANGES
 ACCEPTED W/ CHANGES AS NOTED
 REUSE AS NOTED AND RESUBMIT

BY: _____ DATE: _____

DATE BY DATE BY

COMPANY OR JOB NAME / JOB DESCRIPTION 220223
 KIDDEILAND
 DF ILLUMINATED POLE SIGN W/ EMC UNITS PROJECT
 1645 WEST 26TH STREET MERCED CALIFORNIA 95340
 CUSTOMER CONTACT: XXXXXX
 SALES PERSON: PAUL TINSLEY
 ADDRESS: _____
 PHONE: _____
 FAX: _____
 E-MAIL: _____
 ALL DIMENSIONS SHOWN IN THIS DRAWING ARE UNLESS OTHERWISE SPECIFIED IN THE NATIONAL ELECTRICAL CODE. ALL DIMENSIONS SHOWN IN THIS DRAWING ARE UNLESS OTHERWISE SPECIFIED IN THE NATIONAL ELECTRICAL CODE.



35 Frost Street, Brattleboro, VT 05301
 800.664.5340
 sales@recycleaway.com

Customer Information

Quote #0067640

Buyer: Karen Adams 1235 W 19th St Merced, CA 95340	Bill To: Karen Adams 1235 W 19th St Merced, CA 95340	Ship To: Karen Adams 1235 W 19th St Merced, CA 95340
(209) 777-0953 kdadancer@sbcglobal.net	Karen Adams	Karen Adams

QUOTE DATE	QUOTE AMOUNT	QUOTE EXPIRES
February 2, 2022	\$7,412.91	March 3, 2022

Shipping and Delivery Notes:

Shipping cost includes lift-gate service and call ahead, it does not include inside delivery or other special services and assumes the use of a 53' delivery truck. Please let us know if you have special delivery requirements.

PLACE ORDER
ON NET-30 TERMS ▶

PAY NOW
WITH A CREDIT CARD ▶

Or [SAVE as PDF](#) to print, share, sign & fax

Lead time for these containers is: 6 - 8 Weeks

ITEM CODE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
SC-2633BLK	6.00	Streetscape Classic Trash Receptacle Website Price:\$933.00	\$818.00	\$4,908.00
			Subtotal	\$4,908.00
			Tax	\$404.91
			Shipping	\$2100.00
			Total	\$7,412.91

Any questions contact us at 800.664.5340 or sales@recycleaway.com

Damages & Returns

Damages - All shipments are insured against damage in transit. If your shipment shows any sign of visual damage, it should be noted on the freight bill or receiving ticket and signed by the driver. If damage to the shipment is not visible until the carton is opened, please keep all of the packing materials and the original carton. In either case, please notify Recycle Away within five days.

Returns - If your order is damaged in shipment, we will either issue credit for the product and the shipping costs, or ship a replacement product at no cost for the product and shipping. If you need to return the purchase for any other reason please notify us within five days. Please note that special orders are non-refundable. The customer must pay for the return shipping and a restocking fee of 25% for returned items. The items must be returned in their original cartons in new condition.

35 Frost Street | Brattleboro, VT 05301 | Tel : 800.664.5340 | Fax: 888.506.0210 | Email: sales@recycleaway.com



PICNIC TABLE SUPPLIER

Toll Free: 1-844-289-3044

Mon. - Fri. 9:00 AM - 5:00 PM EST

LIVE CHAT
 OFFLINE
 leave a message



Menu

Cart Address Shipping Payment Confirm Complete

Shopping cart

Remove	Image	Product(s)	Price	Qty.	Total
<input type="checkbox"/>		KP6CJGF Frame Finish: Black Powder Coated Fiberglass Color: Drop Down Edit	\$1,189.95	5	\$5,949.75
<input type="checkbox"/>		KPCSRTRCF Frame Finish: Black Powder Coated Top & Seat Color: Drop Down Umbrella Hole Option: Add Umbrella Hole Edit	\$1,419.95	2	\$2,839.90

Should you require an appointment to be scheduled you 24 hours in advance to schedule a delivery

Call Before Delivery [+\$0.00]

All orders are shipped by "Tailgate" Delivery offload the products. Select Lift Gate Delivery, other location.

Lift Gate Delivery (Off-Load Included) [+\$125.00]

If the address that the products are being shipped to is a Residential Delivery. This includes deliveries

Residential Delivery [+\$45.00]

If the address that the products are being shipped to is a Limited Access Delivery. You must select Limited Access Delivery

Limited Access Delivery [+\$75.00]

If you require the products to be delivered to an inside location you must select Inside Delivery. The driver will then off load your products and take them to the first available door of their choice. They will not move the products up stairs or to an elevator Lift Gate Delivery is included in this price.

Inside Delivery [+\$185.00]

EST. SHIPPING 003

5,949.75+
2,839.90+
2,000.00+
10,789.65*+
10,789.65*
1,000.00*
11,672.00*+

re Delivery. The commercial carrier will contact

he adequate personnel or equipment available to the ground only, they will not move them to any

mercial truck route then you must select club houses.

an area that commercial carriers do not normally construction sites, schools, churches and home based businesses.

TRASHCANS UNLIMITED

THE BEST TRASH CANS AT THE BEST PRICES

Your Cart (20 Items)



Wausau Tile

[6 Foot Metal Flat Steel Public Park Bench MF2201](#)

Color: Teal (S8)

Optional Anchor Kit: No Anchor Kit

[Change](#)

Price
\$1,249.62

Quantity:

Total
\$24,992.40

Subtotal: \$24,992.40

Shipping: [\\$4,323.29](#)

Tax: \$2,061.86

Coupon Code: [Add Coupon](#)

Gift Certificate: [Gift Certificate](#)

Grand total: \$31,377.55

CHECKOUT



The safer, easier way to pay

JOIN OUR MAILING LIST for special offers!

JOIN

Subtotal (14 Items)

\$3,871.60

95340

Ship Method: GROUND

Item(s): \$3,871.60

Shipping: \$722.99

Taxes, Fees, and Insurance (est.)

Total: \$4,594.59

✓ w/ tax = \$4,973.65

Shopping Cart



Global Industrial™ Steel Slatted Trash Can Base, Black
T8F641129

\$85.95

6

Delivery to 95340: Expected delivery on or before Mon, Feb 07 with standard shipping.



Global Industrial™ Extra Heavy Duty Black Trash Bags - 40 to 45 Gal, 1.4 Mil, 100 Bags/Case
T9F261764

\$60.95

2

Add 1 more for discount!

Delivers one time only

Auto-Reorder Every 1 Week

AUTO-REORDER

Auto-Reorder from GlobalIndustrial.com can make your life easier! Save time and stop worrying about ordering the item you use the most. Change order frequency, delivery schedule and quantity at anytime, all online. Receive automatic email reminders before each delivery that keep you up to date. Its completely FREE, and you can cancel online at any time.

Delivery to 95340: Expected delivery on or before Mon, Feb 07 with standard shipping.

Free Shipping



Global Industrial™ Outdoor Steel Slatted Trash Can With Flat Lid, 36 Gallon, Black
T8F237726BK

\$539.00

6

Delivery to 95340: Expected delivery on or before Mon, Feb 07 with standard shipping.



"Building A Greener Tomorrow"

1968 Business Parkway, Merced CA, 95348 Phone 209-722-3056 Fax 209-722-3080

Proposal Submitted To:	Phone:	Date:
Karen Adams	209-777-0953	January 13, 2022
Street:	Fax/Email	
	kdadancer@sbcglobal.net	
City, State and Zip Code:	Job Location:	
	"Kiddieland" 25 O St. Merced, CA 95340	

We hereby submit specifications and estimates for:

Landscaping and Irrigation

Remove 12' x 14' lawn for train board installation. Plant 10-12 1-gallon size small plants and perennial mix, cover with decorative rock. Cap all irrigation in synthetic turf area. Add drip irrigation to new planting. **\$ 970.00**

Add red chip bark in rocket & helicopter ride areas, replace & repair all edging. **\$ 1,340.00**

Add 10 yards of walk on bark in planter areas and around back patio. Install fabric and 1 1/2" in front planters by wrought iron fence, includes grade work. **\$ 2,125.00**

Replace 3 1/2' x 3' walkway section. Cut out or grind tree roots, also grind down concrete elevations at (2) locations. **\$ 420.00**

Trim up trees for security camera view, trim shrubs and weed planters as needed. **\$ 300.00**

Total: \$ 5,155.00

We Propose Hereby to furnish material and labor-complete in accordance with above specifications, for the sum of: **Five Thousand One Hundred Fifty Five Dollars.**

Authorized Signature: Yard Masters, Inc.

By _____
Juan A. Pelayo, President

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____



1968 Business Parkway, Merced CA, 95348 Phone 209-722-3056 Fax 209-722-3080

Proposal Submitted To:	Phone:	Date:
Karen Adams	209-777-0953	February 3, 2022
Street:	Fax/Email	
	kdadancer@sbcglobal.net	
City, State and Zip Code:	Job Location:	
	"Kiddieland" 25 O St. Merced, CA 95340	

We hereby submit specifications and estimates for:

Landscaping

Install 480 sq. ft. of synthetic turf, includes lawn removal with 3" of topsoil.
Compact 3" of AB rock and decomposed Granit. Re-do wood edging to size synthetic turf.
\$ 5,760.00

Spread 5 tons of ¾" California Gold Crush Rock over existing rock beds. Replace 2" x 4"
edging and 1" x 4" edging as needed.
\$ 3,200.00

Plant (5) shrubs in rock bed by front fence. Also place bark in planter bed by Go-Gator ride.
\$ 450.00

Total: \$ 9,410.00

We Propose Hereby to furnish material and labor-complete in accordance with above specifications, for the sum of: **Nine Thousand Four Hundred Ten Dollars.**

Authorized Signature: Yard Masters, Inc.

By _____
Juan A. Pelayo, President

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____

Office Products Office Desk School Supplies Home, Arts & Crafts

Office Products > Office & School Supplies > Signs Signs & Displays > Signs



Roll over image to zoom in

LookOurWay Open Themed 12-Foot Tall Feather Flag... 154.00

P5 outdoor full color led Programmable Scrolling Display sign display Text,Image, Video display for Busines Window

Brand: Generic
12 answered questions

\$459.00

& FREE Returns

Brand	Generic
Size	39" x 14"
Color	Full color
Item Dimensions LxWxH	39 x 3 x 14 inches
Light Type	LED
Orientation	Landscape, Portrait

About this item

- [High Technology]** - Outdoor full color LED Signs with SMD technology: Freely switchable layout mode, vertical OPEN, vertical LED SIGN, horizontal LED DISPLAY, etc.
- [High Quality]** - Outdoor full color LED Signs size 39" x 14", strong aluminum case, Programmable message by PC software save to u-disk, and update through U-disk, Or sent the message by WIFI, PC software only support Windows system, can't support Mac, Or, also can program message by smart phone Wi-fi connection by Iphone and Android APP to update the message. (Just scan the code to download the app)
- [Energy Saving]** - Low power consumption, high energy efficient, The Programmable LED sign can make your led signs attractive with less cost, A Programming software on USB flash memory, 2 mounting holders and a power plug, etc, are included in the package
- [High Quality,Rest Assured Choice]** - High-Quality chip, super standby, clear font without flickering. Our products use high-quality chips, pure copper double electric capacitors, long service life, clear fonts and high brightness, no need to worry about quality problems.
- [LED Screen Usage Scenarios]** - Shopping malls, supermarkets, bars, jewelry counters, sales staff and other staff signs, also suitable for festival celebration, commemorative exhibitions, sports, etc. (change and other staff signs, also suitable for festival celebration, commemorative exhibitions, sports, etc.)

\$459.00

& FREE Returns

FREE delivery Thursday, February 24

Or fastest delivery Wednesday, February 23. Order within 8 hrs. 5 mins

Select delivery location

In Stock

Quantity: 1

Add to Cart

Buy Now

Secure transaction

Ships from Amazon
Sold by [resolute technology](#)
Packaging: Unwrap what's inside a. Details

Return policy: Eligible for returns, Refund or Replacement

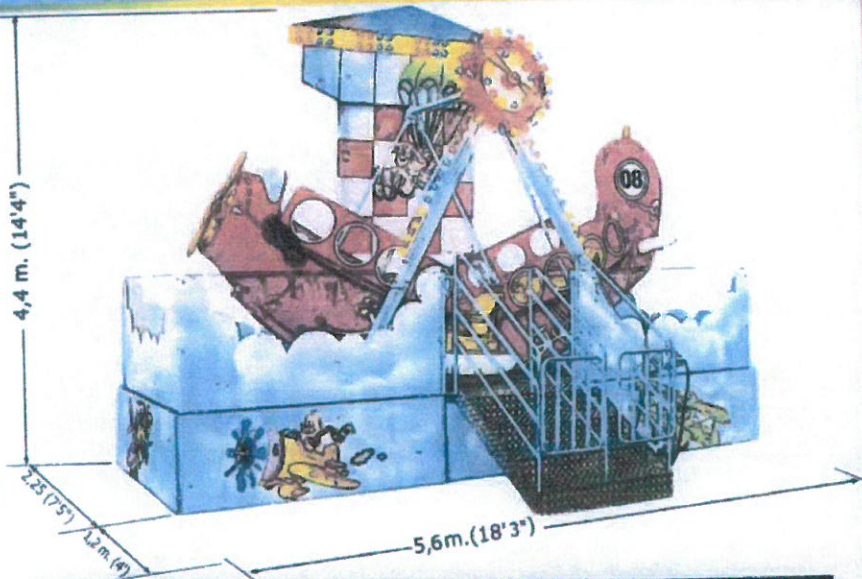
Support: Free Amazon product support included

return

SBF **VISA**
GROUP

Air Show





Mod. MX954 AIR SHOW

Dimensioni Base - Base sizes	5,6 x 3,45 x 4,4 m (18'3"x11'5"x14'4")
Posti - Seating	12
Imbarco - Loading	Simultaneo - Simultaneously
Capacità oraria - Hourly capacity	300
Comando - Operation	Automatico e manuale - Automatic and manual
Velocità - Speed	Regolabile - Adjustable
Illuminazione - Lighting	1 kW - 110/220/240 V - 50/60 Hz
Forza motrice - Motive power	1.2 kW - 220/380/415 V - 50/60 Hz
Peso - Weight	1.950 kg



S.B.F. srl
 Via 4 Novembre, 20
 35040 Casale di Scodosia (Padova) ITALY
 Phone: +39-0429-847098 • Fax: +39-0429-878287
 E-mail: sbf@sbfrides.com • http://www.sbfrides.com

VISA International srl
 Via Dell'Apprendistato, 2
 35044 Montagnana (Padova) ITALY
 Phone: +39-0429-804622 • Fax: +39-0429-81699
 E-mail: visa@visarides.it • http://www.sbfrides.com



Rides 4-U
221 Evans Way, Suite E
Somerville, NJ 08876
Ph: (908) 526-8009 - Fx: (908) 526-4535

DROP'N TWIST 8M

ID CODE:
CLASSIFICATION:
CATEGORY:
PRICE:
LOCATED:

1131
Family Rides
Tower Rides (Drop / Swing / Spinning)
CALL FOR PRICE
United States

TECHNICAL DATA

MFGR:

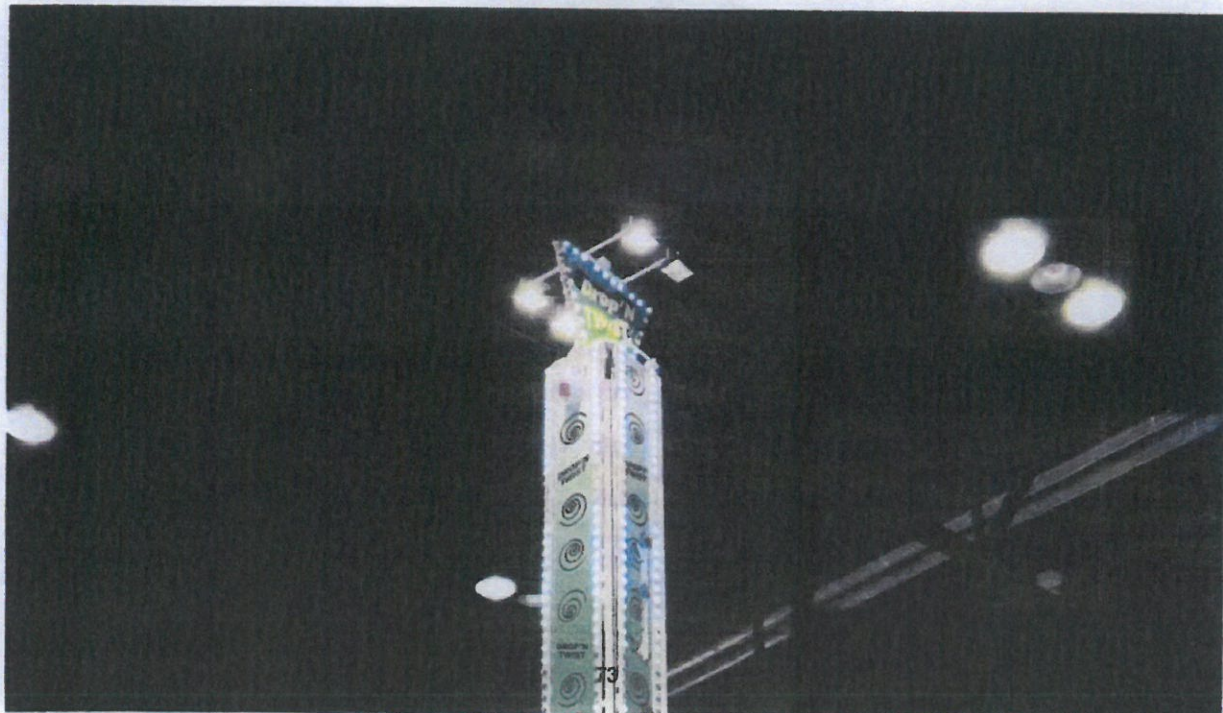
SBF / Visa Group



BASE/MOUNT TYPE:

Trailer Mount or Park Model

PHOTO GALLERY













Rides 4-U
221 Evans Way, Suite E
Somerville, NJ 08876
Ph: (908) 526-8009 - Fx: (908) 526-4535

ELEPHANT JET

ID CODE:
CLASSIFICATION:
CATEGORY:
PRICE:
LOCATED:

1113
Kiddie Rides
Mini-Jets / Flying Rides
CALL FOR PRICE
United States

TECHNICAL DATA

MFGR:

SBF / Visa Group



BASE/MOUNT TYPE:

Trailer Mount or Park Model

PHOTO GALLERY





Rides 4-U
221 Evans Way, Suite E
Somerville, NJ 08876
Ph: (908) 526-8009 - Fx: (908) 526-4535

SLIDE - SUPER SLIDE

ID CODE:	3457
CLASSIFICATION:	Major Rides
CATEGORY:	Slides
PRICE:	\$78,000 USD
LOCATED:	United States

TECHNICAL DATA

MFGR:	Dartron
BASE/MOUNT TYPE:	Trailer Mount
MODEL YEAR:	2011

PHOTO GALLERY

