



CITY OF MERCED

Amended

Meeting Agenda

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

Recreation & Parks Commission

Monday, January 25, 2021

5:30 PM

**City Council Chamber, 2nd Floor, Merced Civic
Center, 678 W. 18th Street, Merced, CA 95340**

NOTICE TO PUBLIC

Pursuant to Governor Newsom's Executive Order N-29-20, this meeting will be conducted by teleconference and there will be no in-person public access to the meeting location.

WELCOME

At least 72 hours prior to each regular Board/Commission meeting, a complete agenda packet is available for review on the City's website at www.cityofmerced.org or at the City Clerk's Office, 678 W. 18th Street, Merced, CA 95340. All public records relation to an open session item that are distributed to a majority of the Commission will be available for public inspection at the City Clerk's Office during regular business hours.

MODIFIED PUBLIC COMMENT:

Please submit your public comment to the Commission electronically no later than 1 PM on the day of the meeting. Comments received before the deadline will be sent to the Commission and will be part of the record and will be mentioned as part of the Public Comment portion of the agenda. Material may be emailed to recreation@cityofmerced.org and should be limited to 300 words or less. Please specify which portion of the agenda you are commenting on, i.e. item # or Reports. Any correspondence received after the 1 PM deadline will be distributed to the Commission and retained for the official record.

You may provide telephonic comments via voicemail by calling 209-388-8950 by no later than 1 PM on the day of the meeting to be added to the public comment. Voicemails will be limited to a time limit of three (3) minutes. Please specify which portion of the agenda you are commenting on, for example, Public Comment, Item #, or Reports. Your comments will be played during the meeting to the Commission at the appropriate time.

INDIVIDUALS WITH DISABILITIES

Accommodation for individuals with disabilities may be arranged by contacting the City Clerk at (209) 388-8650. Assisted hearing devices are available for meetings held in the Council Chamber.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL**D. PUBLIC COMMENT**

Members of the public who wish to speak on any matter not listed on the agenda may provide email or voicemail comments during this portion of the meeting and should follow the guidelines posted above in the MODIFIED PUBLIC COMMENT INSTRUCTIONS to do so.

E. CONSENT CALENDAR

Adoption of the Consent Calendar may be made by one motion of the Commission, provided that any Commission member, individual, or organization may request removal of an item from the Consent Calendar for separate consideration (please see MODIFIED PUBLIC COMMENT INSTRUCTIONS above). If a request for removal of an item from the Consent Calendar has been received, the item will be discussed and voted on separately.

E.1. [20-708](#)

SUBJECT: Adoption and Filing of Recreation and Park Commission Meeting Minutes of November 23, 2020

REPORT IN BRIEF

Recreation and Park Commission Meeting Minutes of November 23, 2020.

RECOMMENDATION

Recreation and Park Commission - Adopt a motion approving and filing the Recreation and Park Commission Meeting Minutes of November 23, 2020.

F. REPORTS**F.1. [21-064](#)**

Item amended for update

SUBJECT: Considers Four Applications Requesting to Name Three Parks Including the Park Located at 11th and H Street, Circle Drive Park located at Circle Drive and 23rd Street, and the Future Park Site Unofficially Called Fahren's Creek Park Site Located at Freemark Avenue and Heitz Way and Adopt a Recommendation to the City Council

REPORT IN BRIEF

Consider four park naming applications and select three names for three park sites and adopt a recommendation to the City Council.

RECOMMENDATION

Recreation and Parks Commission- Adopt a motion approving three park naming applications and make the recommendation to City Council.

- F.2.** [21-092](#) **SUBJECT:** Staff Update on City Council Meeting Decision and Discussion Regarding Participatory Budgeting for Measure Y Revenue and Setting a Joint Study Session in March with the Merced City Council

REPORT IN BRIEF

Staff update regarding City Council's direction for budgeting Measure Y Revenue

RECOMMENDATION

Adopt a motion setting a date for a joint study session with City Council in March

- F.3.** [21-075](#) **SUBJECT:** Receive a Sub-Committee Update on the Status of the Development of an Athletic Field Use and Allocation Policy

REPORT IN BRIEF

Sub-committee update on the draft Athletic Field Use and Allocation policy

RECOMMENDATION

Information Only-No Action Needed

G. BUSINESS

- G.1.** [21-069](#) **SUBJECT:** Discussion on Setting Recreation and Parks Commission Goals and Priorities including a Review of the Park and Open Space Master Plan Which May Include, but not be Limited to, Recommendations on Mini Parks in the South Side, Park Divestment, Conducting a Needs Assessment, and Ranking Park Quality

REPORT IN BRIEF

Discussion on Goals and Priorities, including multiple related items previously requested by Commissioners

RECOMMENDATION

Recreation and Parks Commission - Adopt a motion setting Goals and Priorities.

- G.2.** [21-061](#) **SUBJECT:** Discussion and Recommendation to the City Council on Ways of Making Parks More Youth Friendly

REPORT IN BRIEF

Discussion on making parks more youth friendly.

RECOMMENDATION

Recreation and Parks Commission- Adopt a motion recommending to city council specific changes to make parks more youth friendly.

G.3. [21-077](#)

SUBJECT: Review and Approve Draft Request for Interest for Lease of the McNamara Youth Center and the Stephen Leonard Youth Center

REPORT IN BRIEF

Review and approve draft Request for Interest for McNamara Youth Center and Stephen Leonard Youth Center contracts.

RECOMMENDATION

Recreation and Parks Commission- Adopt a motion approving the draft Request for Interest for McNamara Youth Center and Stephen Leonard Youth Centers

G.4. [21-062](#)

SUBJECT: Information and Discussion Regarding the Grant Funding Awarded to the Boys and Girls Club, the Current Lease Agreements for the McCombs Youth Center, the Current Contract for Summer Camp Services, and Information Regarding the Process for Applying for Grant Funding Opportunities

REPORT IN BRIEF

Discussion regarding the current contracts with the Boys and Girls Club

RECOMMENDATION

Information only-no action needed.

G.5. [21-072](#)

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the Boards/Commissions to request that an item be placed on a future Boards/Commissions agenda for initial consideration by the Boards/Commissions.

G.6. [21-071](#)

SUBJECT: Commission Comments

REPORT IN BRIEF

Provides an opportunity for the Chair and/or Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the Commission and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.

H. ADJOURNMENT



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 20-708

Meeting Date: 1/25/2021

Report Prepared by: Jennifer Arellano, Recreation Supervisor, Parks and Recreation

SUBJECT: Adoption and Filing of Recreation and Park Commission Meeting Minutes of November 23, 2020

REPORT IN BRIEF

Recreation and Park Commission Meeting Minutes of November 23, 2020.

RECOMMENDATION

Recreation and Park Commission - Adopt a motion approving and filing the Recreation and Park Commission Meeting Minutes of November 23, 2020.

ATTACHMENTS

1. November 23, 2020



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

Minutes Recreation & Parks Commission

Monday, November 23, 2020

5:30 PM

A. CALL TO ORDER

Chair Valente HUITRON called the Recreation and Parks Commission meeting to order at 5:30 PM.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Present: 5 - Eric Moore, Norma Cardona, Chairperson Valente Huitron, Justin Anderson and Vice Chair Douglas Piuser

Absent: 2 - Ralph Morris and Yesenia Curiel

D. PUBLIC COMMENT

None.

E. CONSENT CALENDAR

E.1.

SUBJECT: Adoption and Filing of Recreation and Park Commission Meeting Minutes of October 26, 2020

REPORT IN BRIEF

Recreation and Park Commission Meeting Minutes of October 26, 2020.

RECOMMENDATION

Recreation and Park Commission - Adopt a motion approving and filing the Recreation and Park Commission Meeting Minutes of October 26, 2020.

A motion was made by Member Cardona, seconded by Member Moore, that this agenda item be approved. The motion carried by the following vote:

Aye: 5 - Member Moore
Member Cardona
Huitron
Member Anderson
Vice Chair Piuser

No: 0

Absent: 2 - Member Morris
Member Curiel

F. REPORTS

- F.1.** **SUBJECT: Update from the Participatory Budgeting Ad Hoc Committee and Request to a Make Recommendation to the City Council on the Budget Process to be Used in a Pilot Program for Measure Y Funds for Fiscal Year 2021/22**

REPORT IN BRIEF

Update from the last meetings of the Participatory Budgeting Ad Hoc Committee

RECOMMENDATION

Recreation and Parks Commission- Adopt a motion making a recommendation to City Council.

Commissioner Norma CARDONA gave an update on the participatory budgeting ad hoc committee's meetings and activities.

Vice Chair Douglas PIUSER gave his impressions and thoughts from the meetings he attended.

Recreation Supervisors Jennifer ARELLANO, Michelle REID, and Director of Parks and Recreation Joey CHAVEZ talked about the Department goals and concerns with the process based on their impressions of the meetings they attended.

Commissioner Norma CARDONA gave the committee's final suggested recommendations to bring to City Council.

City Manager Stephanie DIETZ gave an overview of the committees that review Measure Y funding.

City Council member Anthony MARTINEZ gave his thoughts and opinions on the recommendation.

Commissioners discussed the recommendations, asked clarifying questions, and finalized the recommendation.

A motion was made by Member Moore, seconded by Vice Chair Piuser, to accept the recommendation of the Participatory Budgeting Committee to recommend to City Council to begin a 2-3 year pilot program to use a participatory budgeting process to decide how to spend \$40,000 or 20% (whichever is lower) from the Measure Y funds allocated to Parks and Recreation, and use a portion of the Measure Y discretionary funds to run the process each year in a collaboration

with Building Healthy Communities, and 2 staff members from Parks and Recreation. The motion carried by the following vote:

Aye: 5 - Member Moore
Member Cardona
Huitron
Member Anderson
Vice Chair Piuser

No: 0

Absent: 2 - Member Morris
Member Curiel

F.2.

SUBJECT: Presentation of and Discussion Regarding the History of City Funding for the Boys and Girls Club for Summer Camp Programming

REPORT IN BRIEF

Discussion regarding the history of the annual grant to Boys and Girls Club for summer camp

RECOMMENDATION

Information only-no action needed.

Recreation Supervisor Jennifer ARELLANO gave a brief presentation on the history of the partnership with, and funding to, the Boys and Girls Club.

Commissioners asked clarifying questions on the process for requesting community funding from the City, as well as for details on the Boys and Girls Club programming.

Director of Parks and Recreation Joey CHAVEZ and Recreation Supervisors Jennifer ARELLANO and Michelle REID answered their questions.

Commissioner Eric MOORE requested that a copy of the current lease agreement and summer camp agreements be emailed to Commissioners.

City Manager Stephanie DIETZ informed the Commissioners that she was looking to make some changes to the community funding process this year.

Finance Officer, Venus RODRIGUEZ gave the history of the community funding budget to the Commission.

G. BUSINESS

G.1. **SUBJECT: Review of the Draft Sports Park Usage Policy and Receive Recommendations for Outreach to Recreation and Parks Stakeholders**

REPORT IN BRIEF

Review of a draft sports park usage policy, allowing for recommended changes to be incorporated prior to full outreach to all Recreation and Parks stakeholders.

RECOMMENDATION

Recreation and Parks Commission- Adopt a motion making a recommendation for changes to policy prior to fully engaging with Recreation and Parks stakeholders.

Recreation Supervisor Michelle REID gave a presentation on a draft sports park policy.

Commissioners discussed the proposed policy, asked clarifying questions, and offered feedback for modifications.

Recreation and Park Director Joey CHAVEZ and Recreation Supervisor Michelle REID answered questions and offered additional information.

Chair Valente HUITRON suggested an ad hoc committee be formed to continue to work with staff to finalize the policy, and asked that Commissioner Eric MOORE be on the committee with himself. Vice Chair Douglas PIUSER also volunteered to be on the committee.

A motion was made by Chairperson Huitron, seconded by Member Moore, that an ad hoc committee be formed to work with staff on the athletic field use and allocation policy, and to meet for the first time in December and then as many times possible and as needed before the January meeting. The motion carried by the following vote:

Aye: 5 - Member Moore
 Member Cardona
 Huitron
 Member Anderson
 Vice Chair Piuser

No: 0

Absent: 2 - Member Morris
 Member Curiel

G.2. **SUBJECT: Commission Comments**

REPORT IN BRIEF

Provides an opportunity for the Chair and/or Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the Commission and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.

Commissioner Norma CARDONA thanked staff for the park naming flyer and asked if it would be translated into Spanish and Hmong as well.

Chair Valente HUITRON volunteered to translate the flyer into Spanish.

Recreation Supervisor Jennifer ARELLANO thanked Council member Anthony MARTINEZ for his service on City Council, and as the liaison to the Recreation and Parks Commission.

Council member Anthony MARTINEZ encouraged commissioners to keep up the good work- keep asking questions and doing the hard work of research, and said he appreciates their work on the Commission, and noted it had been a pleasure to help out.

Director of Parks and Recreation Joey CHAVEZ thanked Council Member Anthony MARTINEZ for what he has done for the department, and stated that he has been very supportive and attended many events.

Recreation Supervisor Michelle REID mentioned the Halloween drive-thru event, that Commissioner Anderson attended, and Council member Anthony MARTINEZ stayed at the end of the event to help staff pick up and was a huge help, and thanked him- it was amazing to have a Council member's support in that way.

Council member Anthony MARTINEZ thanked the Department for all the great events and stated he sees himself as part of the team.

Commissioner Norma CARDONA thanked Council member Anthony MARTINEZ and Commissioners offered a round of applause for his service as liaison.

G.3.

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the Boards/Commissions to request that an item be placed on a future Boards/Commissions agenda for initial consideration by the Boards/Commissions.

Commissioner Eric MOORE requested a staff financial report on the public

works park maintenance and capital improvement budget for the last 3 years, and an item to discuss ranking parks and considering a divestment plan if feasible.

Chair Valente HUITRON requested an item to discuss the Boys and Girls Club contract.

H. ADJOURNMENT

The Recreation and Parks Commission meeting was adjourned at 7:49 PM.



ADMINISTRATIVE REPORT

File #: 21-064

Meeting Date: 1/25/2021

Report Prepared by: Jennifer Arellano, Recreation Supervisor, Parks and Recreation

SUBJECT: Considers Four Applications Requesting to Name Three Parks Including the Park Located at 11th and H Street, Circle Drive Park located at Circle Drive and 23rd Street, and the Future Park Site Unofficially Called Fahren's Creek Park Site Located at Freemark Avenue and Heitz Way and Adopt a Recommendation to the City Council

REPORT IN BRIEF

Consider four park naming applications and select three names for three park sites and adopt a recommendation to the City Council.

RECOMMENDATION

Recreation and Parks Commission- Adopt a motion approving three park naming applications and make the recommendation to City Council.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Deny; or,
3. Continue to a future meeting (date and time to be specified in the motion).

DISCUSSION

Commissioner Cardona requested an item to discuss four mini parks without names. The item was discussed at the October 26, 2020 meeting. Commissioners directed staff to publish a flyer and advertise a call to name these unnamed parks. The flyer was circulated in November. One application was received for the park located at 11th and H St. This is the second attachment. One application was received for the park located on Circle Drive. This is the third attachment.

During the same time period, a group of individuals approached the City Manager about naming the future park site at Freemark Avenue and Heitz Way in the Bellevue Ranch Neighborhood which has been unofficially called Fahren's Creek Park Site, and as a result of this request, the group was notified of the Parks Naming Policy (A-20) and consequently submitted an application for this location. This application is the fourth attachment.

Upon receipt of this application by Parks and Recreation, staff reached out to other individuals who had previously expressed a desire to name the same site during the 2019 Proposition 68 community park design meetings. These efforts were made to allow for full participation, and invitations to apply were offered. This application is the fifth attachment.

Since more than one application has been submitted for the Fahren's Creek Park Site, the applications are included as part of this item for consideration by the Recreation and Parks Commission for City Council recommendation.

ATTACHMENTS

1. A-20 Parks and Facilities Naming Policy
2. Little Angels Park Naming Application
3. Staff Sergeant Frank Joseph Gasper Park Naming Application
4. General Vang Pao Park Naming Application
5. Aletha June Park Naming Application

ADMINISTRATIVE POLICIES AND PROCEDURES

SUBJECT: PROCEDURES FOR NAMING CITY PARKS, RECREATION AREAS, AND FACILITIES AND REDEVELOPMENT AGENCY FACILITIES

EFFECTIVE : July 7, 2003

Supersedes: Policy for Naming Parks 2/96

Purpose:

The purpose of this policy is to provide uniform guidelines for the determination of names for parks and public facilities acquired, built, established, or installed by the City of Merced and/or the Merced Redevelopment Agency.

Objectives:

1. Ensure that parks, recreational areas, and facilities and Redevelopment Agency facilities are easily identified and located.
2. Ensure that names designated for parks, recreational areas and facilities and Redevelopment Agency facilities are consistent with the values and character of the area or neighborhood served.
3. Encourage public participation in the naming, renaming and dedication of parks, recreation areas and facilities and Redevelopment Agency facilities.
4. Encourages the dedication of lands, facilities, or donations by individuals and/or groups.

Definition:

Parks, recreation areas, and facilities and Redevelopment Agency facilities includes all property assets under the City's ownership and control; including buildings, structures, open spaces, public parks, natural areas, wetlands, environmental habitat and land.

Criteria:

The policy of the City of Merced is to name parks, recreation areas, and facilities and Redevelopment Agency facilities through an adopted process utilizing established criteria emphasizing community values and character, local history, geography, environment, civics and service unique to the community of Merced. The following criteria shall be used in determining the appropriateness of the naming designation:

1. Geographic location (neighborhood, significant areas, etc.).
2. Natural features.
3. A person (living or deceased) with historical or cultural significance.
4. A person/ group (living or deceased), with feature particularly identified with the land or facility.

Standards

1. The process to name parks, recreation areas, and facilities and Redevelopment Agency facilities shall not begin until after the City has acquired title to the land and/or formally accepted the dedication.
2. Conditions of property donation as agreed upon by the donor and the City shall be honored regarding the naming of the parks, recreation areas, and facilities and Redevelopment Agency facilities subject to these adopted policies.
3. Names that are similar to existing parks, properties or facilities in the City system (or other systems in the metro area) should not be considered in order to minimize confusion.
4. The City reserves the right to change the name of any City/Redevelopment Agency facility to maintain consistency with these policies.

Procedure:

Naming of City parks, recreation areas, and facilities and Redevelopment Agency facilities:

1. A request for naming of a park, recreational area, or facility and Redevelopment Agency facility shall be submitted in writing. Voice mail and emails will not be accepted.
2. Those submitting a naming request should show how the proposed name is consistent with the criteria stated in this policy.

3. When naming after a person or persons, the application will describe the contributions to the City of Merced. Written documentation of approval by next of kin of person to be honored (if available/possible) is required as part of the proposal.
4. A request for naming of parks, recreation areas, and facilities and Redevelopment Agency facilities shall be submitted in writing to the Director of Parks and Community Services. The Recreation and Park Commission and two appointed City Council members shall review all written requests for naming of parks, recreation areas or facilities or Redevelopment Agency facilities as the Selection Committee.
5. A request for naming other City/Redevelopment Agency Facilities shall be submitted to Department Head of the lead City department involved with the project. Two City Council members, the City Manager, and a maximum of three (3) other members shall form the Selection Committee to review all requests for naming all other City/Redevelopment Agency facilities.
6. City staff shall review the written proposal for adherence to the stated criteria and authentication of statements relative to contributions in the case of an individual before forwarding the request to the Recreation and Parks Commission and/or the Selection Committee of City Council members, City Manager, and other members. If the request is incomplete, staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request.
7. The Recreation and Parks Commission/Selection Committee (s) will offer the opportunity for public input on the proposed naming at a published public hearing.
8. The Recreation and Parks Commission/Selection Committee (s) shall forward their recommendation (s) to the City Council for the final decision.
9. The Recreation and Parks Commission/Selection Committee can initiate the naming process without a public request and whenever deemed necessary and/or in the best interest of the City of Merced; following the established criteria.

Standards for Renaming of City Parks, Recreation Areas and Facilities or Redevelopment Agency Facilities

1. Renaming of parks, recreation areas, and facilities and Redevelopment Agency facilities carries with it a much greater burden of process compared to the initial naming. Tradition and continuity of name and community

identification are important community values. Each application must meet the criteria in this policy, but meeting all criteria does not ensure renaming.

2. A request for renaming of a park, recreational area, or facility or Redevelopment Agency facility shall be submitted in writing to the Parks and Community Services Department or the specific Department Head of the lead City department involved with the project.
3. The request shall include the proposed name change, the purpose of the change, and how the proposed name change is consistent with the criteria established. When renaming after a person or persons, the application will describe the contributions to the City. A written documentation approval by the next of kin of the person to be honored (if available/possible) is required as part of the proposal.
4. City staff will review the proposal for adherence to the stated criteria and authentication of statements relative to contributions in the case of an individual before forwarding to the Recreation and Parks Commission/Selection Committee(s). If the request is incomplete, staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request.
5. The recognized Neighborhood Association will be notified of the proposal when the Recreation and Parks Department and/or other City Departments receive a complete application.
6. The Recreation and Parks Commission/Selection Committee(s) will offer the opportunity for public input on the proposed naming at a published public hearing.
7. The Recreation and Parks Commission/Selection Committee(s) shall forward their recommendation(s) to City Council for final decision.
8. Upon adoption of this policy, all naming proposals previously submitted and recommended for reconsideration by the City Council, shall be resubmitted on the new approved form. City staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request.

Reviewed and Approved:



James G. Marshall, City Manager

APPLICATION FOR PARKS, RECREATION AREAS AND FACILITIES AND REDEVELOPMENT AGENCY FACILITY NAMING

As a policy, parks, recreation areas, and facilities and Redevelopment Agency facilities shall be named in accordance with geographical, historical or ecological features indigenous to the park site or to the immediate vicinity of the site. Parks, recreation areas, and facilities and Redevelopment Agency facilities may be named for an individual (s) under the following conditions:

- 1. Where the individual has made a significant gift of land to the City of Merced and/or the Redevelopment Agency, or**
- 2. In memoriam for an individual who has made a significant contribution to the City of Merced/Redevelopment Agency.**

Recreational facilities or resource management areas within a park may be named for a corporation or an individual, living or deceased, who:

- 1. Has made a significant contribution to the protection of natural, cultural, or horticultural resources of the City of Merced, or**
- 2. Has made substantial contributions to the advancement of commensurate types of recreational opportunities within the City of Merced, or**
- 3. Has made significant contributions to the betterment of a specific park, consistent with the established criteria and standards for the designated facility.**

In support of this policy, nominations for naming parks, recreational areas, and facilities and Redevelopment Agency facilities, shall be evaluated on the basis of the above criteria and upon appropriate documentation.

Person making nomination:(required)_____

Address:(required)_____

Contact Phone Number:(required) _____

E-mail:(not required) _____

Suggested Name:(required) _____

Biographical Information: (Explain)

Civic Involvement: (Explain)

Connection to Facility: (Please explain in depth)

Reason for Nomination: (Required)

Additional Comments: (required)

Date received By City staff: _____

Reviewed by: _____

Approved by: (Department Head) _____

Submit to City Council for Direction: _____

Date scheduled for review by Selection Committee: _____

Date person submitting nomination notified: _____

**ADDITIONAL INFORMATION
MAY BE ATTACHED**

EVALUATION SHEET

Name of City Facility: _____

Suggested Name: _____

City Department/Selection Committee: _____

Date of Review: _____

1. Rate significant gift of land to the City (✓)

Significant	Moderate	Minor	No Gift
()	()	()	()

2. Rate significant contribution to the City (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

3. Rate significant contribution to protect natural cultural, or horticultural resources of the City of Merced (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

4. Rate substantial contribution to the advancement of appropriate types of recreational opportunities within the City of Merced (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

5. Rate significant contribution to the betterment of a specific park or City facility consistent with the established criteria and standards for the designated facility classification (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

In support of this policy, nominations for naming City and Redevelopment Facilities or resource management areas shall be evaluated on the basis of the above criteria and upon appropriate documentation.

APPLICATION FOR PARKS, RECREATION AREAS AND FACILITIES AND REDEVELOPMENT AGENCY FACILITY NAMING

As a policy, parks, recreation areas, and facilities and Redevelopment Agency facilities shall be named in accordance with geographical, historical or ecological features indigenous to the park site or to the immediate vicinity of the site. Parks, recreation areas, and facilities and Redevelopment Agency facilities may be named for an individual (s) under the following conditions:

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- 1. Has made a significant contribution to the protection of natural, cultural, or horticultural resources of the City of Merced, or**
- 2. Has made substantial contributions to the advancement of commensurate types of recreational opportunities within the City of Merced, or**
- 3. Has made significant contributions to the betterment of a specific park, consistent with the established criteria and standards for the designated facility.**

In support of this policy, nominations for naming parks, recreational areas, and facilities and Redevelopment Agency facilities, shall be evaluated on the basis of the above criteria and upon appropriate documentation.

Person making nomination:(required) Jesse Ornelas & Gloria Vasquez

Address:(required) 153 Antonio de Padua Crt Merced Ca 95341

Contact Phone Number:(required) 209 2306867

E-mail:(not required) jornelas@yli.org

Suggested Name:(required) Little Angels Park/ Parque de Los Angelitos

Biographical Information: (Explain)

The area of South Merced is notorious for community violence and being that community violence is a social determinate of health we find it appropriate that a local south merced park be turned into a space that serves as a vessel of healing . We envision son this park to be a place the people of south merced can go to process their grief.

Civic Involvement: (Explain)

We had a circle discussion with Gloria Vasquez who's son Benito Aguirre was murdered in Front of Tenaya Middle School also Desi Romero whos daughter Samantha was murdered at a party several years ago . Her ·her murder impacted many people in the community. nobody involved thought it was a good idea to name the part after one person . There was a collective agreement that the park should be a space inclusive of all the families impacted by community violence.

Connection to Facility: (Please explain in depth)

The park on 11th & Hst is in a side of town that is known for illicit behaviors those behaviors are what connects people. the park would serve as space of healing.

Reason for Nomination: (Required)

our reason for naming this park is really to shine light on the need for a healing space that is accessible for our community during a time of trauma. We picked this park because it is very neglected and in turn has the most opportunity to be improved . Young people in Merced have endured so much trauma in 2020 so for the city to provide an opportunity for hope in healing speaks volumes

Additional Comments: (required)

The families that participated in the naming of this park envision the park to have lots of art such as murals on the side fences and back wall to be built that would the place a huge mural could go on. We want the theme of the park to healing.

Date received By City staff: 1/8/21

Reviewed by: Jennifer Arellano

Approved by: (Department Head) [Signature]

Submit to City Council for Direction: _____

Date scheduled for review by Selection Committee: January 25, 2021

Date person submitting nomination notified: January 12, 2021

**ADDITIONAL INFORMATION
MAY BE ATTACHED**

EVALUATION SHEET

Name of City Facility: _____

Suggested Name: _____

City Department/Selection Committee: _____

Date of Review: _____

1. Rate significant gift of land to the City (✓)

Significant	Moderate	Minor	No Gift
()	()	()	()

2. Rate significant contribution to the City (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

3. Rate significant contribution to protect natural cultural, or horticultural resources of the City of Merced (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

4. Rate substantial contribution to the advancement of appropriate types of recreational opportunities within the City of Merced (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

5. Rate significant contribution to the betterment of a specific park or City facility consistent with the established criteria and standards for the designated facility classification (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

In support of this policy, nominations for naming City and Redevelopment Facilities or resource management areas shall be evaluated on the basis of the above criteria and upon appropriate documentation.

APPLICATION FOR PARKS, RECREATION AREAS AND FACILITIES AND REDEVELOPMENT AGENCY FACILITY NAMING

As a policy, parks, recreation areas, and facilities and Redevelopment Agency facilities shall be named in accordance with geographical, historical or ecological features indigenous to the park site or to the immediate vicinity of the site. Parks, recreation areas, and facilities and Redevelopment Agency facilities may be named for an individual (s) under the following conditions:

- 1. Where the individual has made a significant gift of land to the City of Merced and/or the Redevelopment Agency, or**
- 2. In memoriam for an individual who has made a significant contribution to the City of Merced/Redevelopment Agency.**

Recreational facilities or resource management areas within a park may be named for a corporation or an individual, living or deceased, who:

- 1. Has made a significant contribution to the protection of natural, cultural, or horticultural resources of the City of Merced, or**
- 2. Has made substantial contributions to the advancement of commensurate types of recreational opportunities within the City of Merced, or**
- 3. Has made significant contributions to the betterment of a specific park, consistent with the established criteria and standards for the designated facility.**

In support of this policy, nominations for naming parks, recreational areas, and facilities and Redevelopment Agency facilities, shall be evaluated on the basis of the above criteria and upon appropriate documentation.

Person making nomination:(required) Anita M Richards

Address:(required) 9248 Broadway, Planada CA 95365

Contact Phone Number:(required) 209-277-7732

E-mail:(not required) plomolady@yahoo.com

Suggested Name:(required) Staff Sergeant Frank Joseph Gasper

Biographical Information: (Explain)

SSG Frank J Gasper was born and raised in Merced CA. He especially loved the country farm living. As a teenager, he faced challenges after his father passed but managed to overcome the obstacles he faced. He loved people and became a friend to everyone he encountered. Frank Gasper was a good citizen of Merced. After, High School graduation Frank enlisted in the Military where he served 6 years in the US Army. Frank didn't join because he didn't have anything else to do or he was in trouble. Frank joined because he had a burden to serve and he took pride in serving his Country. He felt he wanted to make a difference. In the midst of the obstacle, and the cost he gave it no thought, he felt the calling to serve. Many times when he wrote home he would say "I wouldn't be anywhere else, doing anything else than what I am doing today.. I feel I am making a difference." He was on his fourth deployment in Iraq, in support of Operation Iraqi Freedom when he was killed by an Improvised Explosive Device (IED) on May 25, 2008.

Civic Involvement: (Explain)

Frank contributed to his community growing up by being a good role model. Shortly out of High School and after 9/11 he felt the calling to serve our Country. He joined the US Army quickly promoted to Staff Sergeant where he served 4 deployments to Iraq in Support of Operation Iraqi Freedom. There again, no matter where Frank was he found a way to contribute to those around him, this time it was to the young children in Iraq. Frank requested toy soldiers, gum, lollipops and so we would send packages with the items he requested and Frank would give them to children that he encountered. He gained the trust of many Iraqi children along the way. He earned many awards while serving in the US Army for his contributions and his good conduct as a Soldier. Frank never thought twice about doing what was right wherever he was, he had a good kind heart.

Connection to Facility: (Please explain in depth)

Frank was a citizen of Merced growing up he worked at Parker's Hardware & Winton Hardware. He was never in trouble with the law, he kept himself in good report with everyone. He was a good example how hard challenges in life can bring good results if you just focus on the positives. Frank took a special interest in helping a friend of his with Special needs in a wheel chair. The thing that sticks out in my mind is how he adapted his bicycle to his friend's wheel chair so his special needs friend could experience riding a bike. So regardless of the place where Frank was he always made an impact on helping others and he was a true friend to all he met. That's the kindness Mercedians need to remember.

Reason for Nomination: (Required)

As his mother, I have always wanted Frank's memory to stay alive with Mercedians where he grew up and attended many of the schools in Merced. Naming a park after Frank it would be a perfect reminder to the community how giving of yourself and serving others as Frank did is a great way to contribute to your community. Frank always helped people when opportunity arose. He would offer of himself helping out elderly neighbors or friends. He was an extraordinary teenager and young man. After 9/11 he felt the calling to serve our Country and on May 25, 2008 Frank sacrificed his life for the freedom of others. It would be an honor to have a park named after Frank, a young man many looked up to him for his caring ways. He was able to rise above challenges. He contributed so much to many around him no matter the location he always put others before himself.

Additional Comments: (required)

Frank attended Snelling School, Merced River School, Weaver School
Atwater High School and Golden valley High School and Landmark
Christian Schools. Frank participated in school sports, school performances, and fundraisers.

Frank worked at Parker Hardware and Winton Hardware during High School.
Frank loved basketball, football and he loved professional car racing, Dale
Earnhardt Jr being one of his favorite drivers.

But, Ultimately Frank found what he loved and it was serving our Country. Frank
found himself with a "burden on his heart to serve our Country". Shortly after 9/11, knowing it
could ultimately cost him his life. Being my only son, he rose up the calling of
serving our Country. I couldn't think of a contribution more worthy such as the one Frank made
an act of love towards all mankind. So, for this reason
I find a sense of burden to file this request in the Naming of a park here in Merced.

Date received By City staff: 12/17/20

Reviewed by: Jennifer Arellano

Approved by: (Department Head) 

Submit to City Council for Direction:

Date scheduled for review by Selection Committee: January 25, 2021

Date person submitting nomination notified: 12/22/20 and 1/12/21

**ADDITIONAL INFORMATION
MAY BE ATTACHED**

EVALUATION SHEET

Name of City Facility: _____

Suggested Name: _____

City Department/Selection Committee: _____

Date of Review: _____

1. Rate significant gift of land to the City (✓)

Significant	Moderate	Minor	No Gift
()	()	()	()

2. Rate significant contribution to the City (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

3. Rate significant contribution to protect natural cultural, or horticultural resources of the City of Merced (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

4. Rate substantial contribution to the advancement of appropriate types of recreational opportunities within the City of Merced (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

5. Rate significant contribution to the betterment of a specific park or City facility consistent with the established criteria and standards for the designated facility classification (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

In support of this policy, nominations for naming City and Redevelopment Facilities or resource management areas shall be evaluated on the basis of the above criteria and upon appropriate documentation.

APPLICATION FOR PARKS, RECREATION AREAS AND FACILITIES AND REDEVELOPMENT AGENCY FACILITY NAMING

As a policy, parks, recreation areas, and facilities and Redevelopment Agency facilities shall be named in accordance with geographical, historical or ecological features indigenous to the park site or to the immediate vicinity of the site. Parks, recreation areas, and facilities and Redevelopment Agency facilities may be named for an individual (s) under the following conditions:

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Person making nomination:(required) Moua Thao (Merced Lao Family Community Inc)

Address:(required) 1748 Miles Court, STE #B, MERCED, CA 95348

Contact Phone Number:(required) (209) 628-9282 or 384-7384

E-mail:(not required) mouathao93@hotmail.com

Suggested Name:(required) General Vang Pao

Biographical Information: (Explain)

SEE ATTACHED SHEET

Civic Involvement: (Explain)

SEE ATTACHED SHEET

Connection to Facility: (Please explain in depth)

SEE ATTACHED SHEET

Reason for Nomination: (Required)

SEE ATTACHED SHEET

The Southeast Asian people of Merced would like to request that the new park be named after our late Leader General Vang Pao.

General Vang Pao Park

Biographical information:

General Vang Pao was born in Laos in 1929. General Vang Pao served the US and Laos in the Secret War during the Vietnam War from 1961 -1975. General Vang Pao led thousands of Hmong guerillas in the covert, CIA-backed campaign against communists in Laos. As one of the great Generals during the SECRET War in Laos, his leadership and guidance broke barriers and paved the way for Hmong people to freedom, prosperity, and success all over the world, particularly to the US, the state of California, and Merced City. After Laos fell to communist forces in 1975, he settled in the United States of America, set up nonprofit organizations to provide aid to refugees and spent the rest of his life helping Southeast Asian refugees through the whole acculturation process into mainstream American society.

Civic involvement:

Knowing that newcomers to Merced would have difficulties adjusting to the American life, General Vang Pao created Lao Family Community, Incorporated of Merced for the purpose of finding jobs, providing vocational and professional training, and providing appropriate education and assistance for the new Southeast Asian refugees. Under his advice and leadership, the Southeast Asian people have managed to keep both cultures together, learning American culture while maintaining their Southeast Asian roots.

Connection to Facility:

Like other cities in California that have already recognized and honored General Vang Pao's contributions to the people in their cities, the Southeast Asians, mainly the Hmong Mercedians, would like to plant a seed of acknowledgment in Merced by naming the new park after our late General Vang Pao. It is our hope to share with the City Planning Park and Recreation committee our dreams to ensure the park reflects some of the Southeast Asian culture and background, which our younger generations can look to with pride and be reminded of their heritage. We can never pay back what General Vang Pao has done for our people, but we believe that having a park under his name would show proper credit and respect to his memory.

Reason for nomination:

General Vang Pao is considered a great leader and historic figure for the Hmong People as his extraordinary journey in life changed the destiny of the Hmong People and led us to a new frontier. He is well known as a legendary Hmong General and a royal American Secret War hero during the Vietnam War. He contributed greatly to the City of Merced by continuously being an active supporter in the Hmong community - giving his guidance to the community leaders and participating in community events such as the annual Merced Hmong New Year celebration.

General Vang Pao Statue in Chico, California

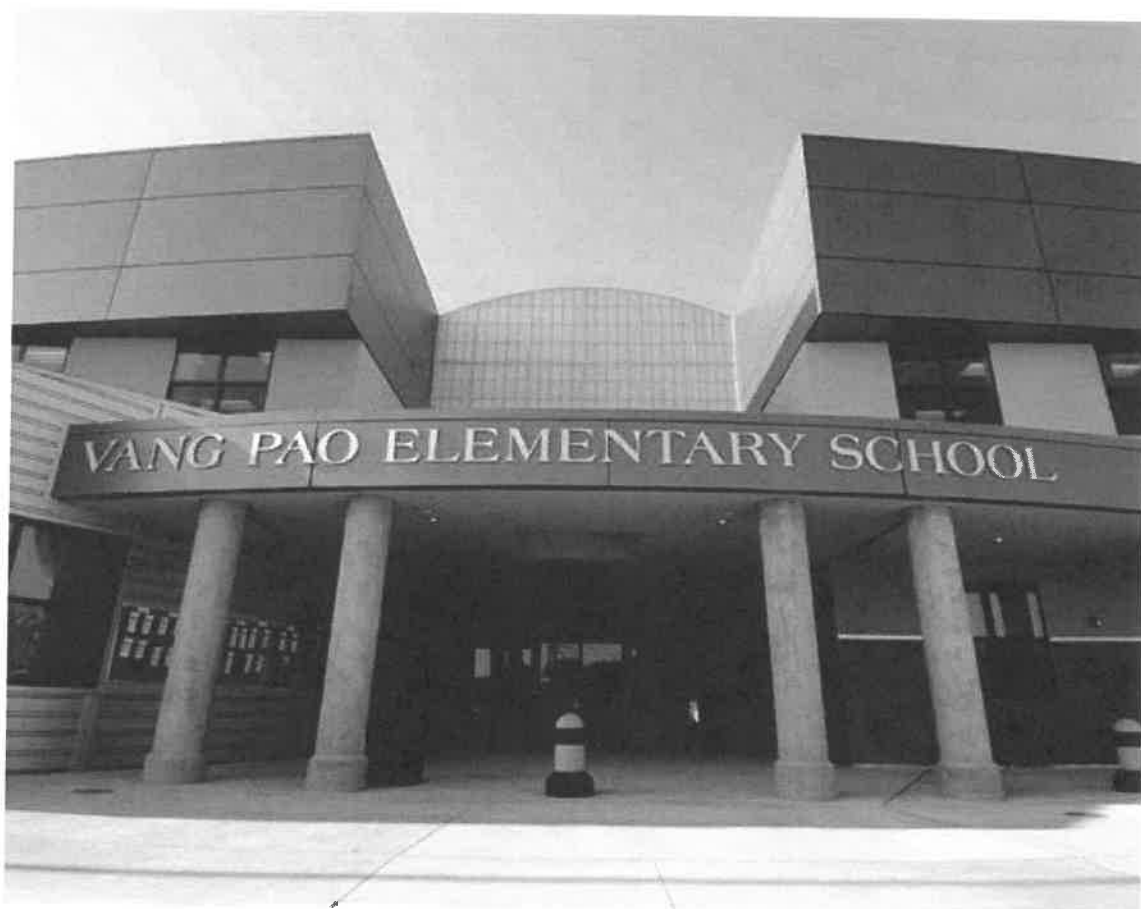


General Vang Pao Statue in Stockton, California



Fresno

General Vang Pao Elementary School



Additional Comments: (required)

Fahrens Park (Prop 68)
located at Cardulla Road
and Framark Dr.

Date received By City staff: December 7, 2020

Reviewed by: Jennifer Arellano

Approved by: (Department Head) [Signature]

Submit to City Council for Direction: _____

Date scheduled for review by Selection Committee: January 25, 2021

Date person submitting nomination notified: January 12, 2021

**ADDITIONAL INFORMATION
MAY BE ATTACHED**

EVALUATION SHEET

Name of City Facility: _____

Suggested Name: _____

City Department/Selection Committee: _____

Date of Review: _____

1. Rate significant gift of land to the City (✓)

Significant	Moderate	Minor	No Gift
()	()	()	()

2. Rate significant contribution to the City (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

3. Rate significant contribution to protect natural cultural, or horticultural resources of the City of Merced (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

4. Rate substantial contribution to the advancement of appropriate types of recreational opportunities within the City of Merced (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

5. Rate significant contribution to the betterment of a specific park or City facility consistent with the established criteria and standards for the designated facility classification (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

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Person making nomination:(required) Greggory Essig (Representing many family and friends)

Address:(required) 234 W. 27th St., Merced, CA 95340

Contact Phone Number:(required) 209-947-0444

E-mail:(not required) joey.partisan@gmail.com

Suggested Name:(required) Aletha June Park

Biographical Information: (Explain)

See Attached

Civic Involvement: (Explain)

See Attached

Connection to Facility: (Please explain in depth)

See Attached

Reason for Nomination: (Required)

See Attached

Additional Comments: (required)

See Attached

Date received By City staff: 1/12/21

Reviewed by: Jennifer Arellano

Approved by: (Department Head) 

Submit to City Council for Direction: _____

Date scheduled for review by Selection Committee: January 25, 2021

Date person submitting nomination notified: 1/12/21

**ADDITIONAL INFORMATION
MAY BE ATTACHED**

Aletha June Park

Biographical Information:

Aletha June Schelby Nel was born in Santa Barbara, California on May 2, 1980 to Kathy and Mark Schelby, and brothers, Ted and Floyd Schelby. When she was 3 years old the family moved to Merced County, to the City of Atwater where her father got a job as a teacher. She spent the rest of her childhood and early adulthood in Atwater and Merced, returning to Merced every summer during college.

When Aletha was one and half years old she developed a virus of unknown origins that caused a swelling in her spine that started to affect her ability to walk. From her belly button down, she eventually lost the ability to operate, and had to relearn how to walk with crutches. But as her Father says, "it never stopped her- she never looked back". She needed a wheelchair or crutches to get around, but she never really thought of herself as disabled. She never let it slow her down, and even with all of the medical nightmares she never complained, even as a two-year-old in and out of the hospital, she would willingly offer her arm to do bloodwork. At 12 years old she had major surgery to install a metal rod in her back to help with her spine curvature, and again, even coinciding with the tumultuous time of the onset of puberty, she was, as her father says, "a mensch", which is a person of integrity and honor.

Aletha was also a talented musician for most of her life. At the age of 5 she began to learn violin under the tutelage of Carol Wayne, and continued playing her whole life. After graduating high school, she attended UC Berkeley to study music and in her second year learned the viola, an alto sound she loved. She also sung the alto part and was in many vocal ensembles and several bands during her schooling and afterwards. Also at UC Berkeley, she fell in love with travelling through her many trips with her ensemble choir, and she continued travelling the world on her own during and after college. She travelled the U.S. and to Europe, Barbados, Japan, Thailand, Hawaii, and finally she lived in India for a year, several years after graduating College.

After India she settled in San Francisco where she met the two loves of her life, Jesus Christ, and her future husband, Vincent Nel. She became Christian and got heavily involved in her church, where she met Vincent. She and Vincent married August 31, 2014. She got pregnant almost 5 months later. Eight months into her pregnancy she experienced preeclampsia, a dangerous condition that required her to give birth to her son early, instead of waiting for the scheduled c-section at the full 9 months' time. Hosea Matthew Nel was born a month early, on September 12, 2015. Hosea grew in strength every day, but Aletha daily became more and more weak. She never fully recovered, and almost a month later died of complications on October 8, 2015 at the tender age of 35.

Civic Involvement:

Aletha was a bright light that shone everywhere she went. She had an infectious laugh that could be heard across a room, and she had the incredible ability to befriend EVERYONE. Even during her school years, she confounded the paradigm of cliques, as she found a way to become a part of them all! "Civic Involvement" was a way of life for Aletha, as she was always thinking of touching other's lives. Her two priorities were making her way in the world-squeezing the most out of every moment, and helping others, often, just by bringing them into her reality of joy and gratitude and zest for life. Aletha spent a year in India with a non-profit organization called Seva Mandir. She went to help women get on their feet through a micro-lending program. Being in India was not easy for Aletha, being a white disabled

woman without any friends or social network, she was initially frowned upon. But, as is typical for Aletha, she made friends and won people over. After her year of service in India, Aletha was inspired to return to Merced at some point to give back, and to begin a similar non-profit for this community she grew up in. However, life had different plans for Aletha, and her life was ended all too soon. But just because she didn't get a chance to do that doesn't mean she didn't already give back tons! Aletha touched so many lives and changed them for the better. She was an inspiration and so important to so many people. From her family and friends, to her teachers, her doctors, her employers, everyone who knew Aletha was better for it.

Additionally, the Schelby family in general has contributed to the community as a whole. Floyd Schelby began the Floyd A. Schelby School in Livingston for the most severely disabled children who were not even attending school at the time. (Please note this was a whole generation before Aletha was even born!) He realized that a whole population of kids were not being served and the families had zero support or respite-they literally had nowhere for their kids to go. And his son, Mark Schelby was a teacher in Atwater for many years, and specifically taught special education for 7 years at Bellevue and Mitchell Schools.

Connection to Facility:

This future park site, as part of the Proposition 68 grant process was designed by the community to be a fully inclusive ADA facility- not just the mandatory curb cuts or sidewalk grades, but an actually inclusive park where disabled kids and adults alike can play side by side with able-bodied individuals on the same equipment. The park is not yet built, but the community sentiment has made it clear the vision for the park, and that vision is the inspiration for her friends and family wanting to name it after Aletha.

Growing up as a disabled person in Merced, she was keenly aware of spaces that were inclusive for her, and those that "took more work" for her to participate in. Aletha appreciated ramps and accessibility that would make her life easier, but she also knew that if she couldn't get there herself, she could make a friend who would carry her there. She would make it happen. Like when she was in Thailand and took a canoe to a remote area to both be carried and crutch her way through the forest to a remote village. She was fearless, and she did not let her disability stop her. But this is not always possible with every disability, and it shouldn't have to be such a struggle when we have the tools to make spaces accessible for everyone, hence the importance of the overall vision for this future park.

When Aletha was a child she couldn't just approach a slide and slide down it, or hop on a swing, or get to the top of the play structure. She was tough because she had to be, she made a way for herself because no one else did, her environment didn't help. But it doesn't have to be this way for future kids in Merced. Naming this park after Aletha, particularly before it is built, also holds the City accountable, to follow through with the communities' wishes and provide a space for disabled residents unlike anywhere else in Merced, and indeed in the whole central valley. The reason residents desired such an accessible park was due to kids currently living in the neighborhood that would benefit from this kind of inclusive play space. With Merced being the 4th highest county in California for children living with disabilities at nearly 5.1% of kids having a major disability, and 11% of adults, this is an important commitment to make; especially knowing between grant funding, Measure Y revenue, and increasing developer fees, there will be money available to build with appropriate planning.

Reason for Nomination:

During her short life, Aletha June touched the hearts of countless numbers of individuals in Merced, and indeed, around the whole world. If you knew Aletha June, you loved her, and you were loved by her. She lived so much life in such a short amount of time. Those who lost her, lost her too early, most especially her new husband and one-month old son. Having a park in her name would be an amazing way to honor the rich life she already lived, but also the rest of life she was unable to live. Even for those who never knew her, when this park is built, to hear her story and see her courage and joy and complete lack of self-pity is truly inspiring for ALL of us, not just those who also share different abilities.

Additional Comments:

This application was compiled by talking with many of Aletha's friends and family. We cannot imagine a more fitting name for a park- not only is it a beautiful name, but it is a reflection of a truly beautiful woman, who can still make an impact on those who hear her story. There are only THREE out of Merced's 40-something parks that are named after a woman. Also, please consider the park you are naming, and if it is to be developed as the community has specified, then it would be an insult to name it after anyone else besides a member of the differently-abled community. For this is not just about naming a particular park after someone important, it is about embracing an all-encompassing vision for this site that will allow children and adults of all abilities to be able to play side by side in a way that non-inclusive playgrounds will never be able to foster.

There are a few letters of support attached. Thank you very much for your time and consideration.



Aletha's Multiple Modes of Transportation - There wasn't anywhere she wouldn't go!



Aletha and Vincent's Wedding Night



Aletha with her parents, her husband & his Mother brother, & pastor & his wife in Yosemite



Aletha with her parents, brothers, & neice



Aletha's Son, Hosea Matthew Nel and Husband, Vincent Nel



Aletha June Schelby Nel
May 2, 1980 - October 8, 2015



Hold fast the memories - of sun
and smell and smiles, of
those diamond days that sparkle so,

Hold quiet within, and listen - in silence
the laughter
you'll find and grow,

Hold hard, the space-
that empty place
a field
what dreams may sow,

Hold fierce the tears - with love
the pain
you'll learn, embrace, and let go.

- By Ted Schelby (Brother)



January 19th, 2021

City of Merced
678 W 18th St
Merced, CA 95340

Re: Aletha June Park

To Whom It May Concern:

I am writing this letter in support of naming a park in honor of my best friend, Aletha June Schelby Nel.

I grew up with Aletha since we were both 5 years old. Throughout our childhood, teenage years, college, and adult life we had countless adventures together. Aletha grew up differently-abled, but took this as a challenge not a limitation. If there are two words I would use to describe Aletha it is GRACE and DETERMINATION.

She was the embodiment of Grace. She drew compassion and love in every interaction she had with others. She approached anger, hatred, and conflict in a way that softened people. Aletha was a passionate advocate for those who were overlooked, forgotten, or dehumanized. Aletha spent a considerable amount of time working on issues related to increased access for persons with disabilities, to poverty here at home and abroad in India, as well as various other societal issues. In the last years of her life, Aletha dedicated herself to her spiritual life and influenced many within her community as a Christian.

Aletha was Determination. Aletha knew how to move people to help her, help themselves, and serve the greater good. Aletha saw challenges as tests that she knew she would pass. She was strategic, smart, and resourceful. She knew how to move mountains, all with her larger-than-life laughter.

Since she was a little girl, Aletha knew she wanted to be married and have a family. She frequently envisioned her future life and knew that it would be hers. She believed in her abilities to create the life she wanted. In 2014 she married her champion, Vincent, and then a year later gave birth to her sweet son, Hosea.

The Schelby family has a history of making a difference in the lives of people with disabilities in Merced County and Aletha is a part of that story. She was the personification of perseverance, a relatable and tactile mentor, and an irreplaceable part of this community. A park named in her honor is not about her, but about the spirit of Grace and Determination that she personified so well.

Thank you,

A handwritten signature in black ink, reading "Genevieve Bardini-Davis". The signature is fluid and cursive, with a large loop at the end of the last name.

Genevieve Bardini-Davis

To whom it may concern:

I'm writing to share my support for naming a park in honor of my late, dear friend Aletha June Schelby Nel. In her short 36 years on this Earth she managed to touch the lives of so many people that you'd think she lived 5 lifetimes. Her impression on my life and everyone she came in contact with is lasting and inspiring to this day - years after her passing.

There are many amazing women....why name a park after Aletha?

Some immediate reasons come to mind as I connect Aletha and a park in my mind that would make this a fitting tribute and inspiration to the community.

1. Boundless perspective - People go to parks to enjoy wide open spaces. Aletha saw the world with a boundless perspective. Despite a physical disability she never hindered herself. She lived life from a wheelchair or crutches and was constantly exploring and looking past obstacles... she had a sense of adventure and being fully present in the world around her. There's no wide open space she couldn't navigate.

2. Zest for life - People often go to parks to renew their spirit and refresh their mind. Aletha's zest for life came from a deep rooted faith in Christ Jesus. And she shared her joy contagiously and indiscriminately with others. In the same way people seek refreshing moments of self care at a park or outdoor space - Aletha offered that sort of energy to everyone around her, consistently. If you ask 100 people who knew her they would all describe her in a very similar way - and I can bet that joy/zest for life would be at the top of everyone's list.

3. Real, authentic nature - Parks are places that we go to experience nature... trees, flowers, birds and the like. We crave life in pure forms and enjoy its beauty as much for it's perfection as it's imperfection. Again, this is a great representation of Aletha who was always a very real person... willing to let down her guard to share both her triumphs and her struggles. We can draw inspiration from this ability and courage to be transparent with those around you... in the same way that outdoor spaces give us a look at the beautiful imperfection of nature.

Thank you for your consideration.

Best,

Lindsay Day

Friend of Aletha June Schelby Nel

January 21, 2021

TO: City of Merced Recreation and Parks Commission and City Council

RE: Letter of Support for Aletha June Park

Dear City of Merced Recreation and Parks Commission and Merced City Council,

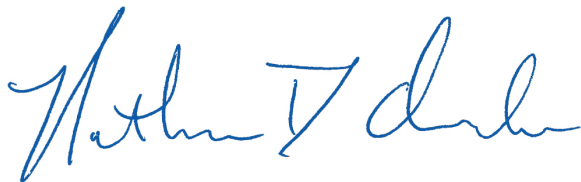
This letter is in support of the proposed Aletha June Park in North Merced.

I was fortunate to meet the Schelby family as a child and went on several vacations to the Sierra Nevada and school-related trips with the children. I was always impressed by Aletha's intelligence, creativity and kind spirit. Despite Aletha's physical disability, she was remarkably mobile, and managed to live an independent life and look past what many people in her circumstance would consider obstacles. Aletha was a brilliant musician, lit up every room she entered, and truly left a lasting mark on her friends and family.

Aletha's grandfather was Floyd Schelby, former Merced County Superintendent of Schools, and the namesake of the Special Education school in Livingston operated by the Merced County Office of Education. It is fitting that a Schelby name adorns an outdoor space that would be utilized by many children and families.

As you review applications for this new park, I hope that you will consider naming it Aletha June Park after an incredible person.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nathan Quevedo". The signature is fluid and cursive, with the first name "Nathan" being more prominent and the last name "Quevedo" written in a more compact, flowing style.

Nathan Quevedo

EVALUATION SHEET

Name of City Facility: _____

Suggested Name: _____

City Department/Selection Committee: _____

Date of Review: _____

1. Rate significant gift of land to the City (✓)

Significant	Moderate	Minor	No Gift
()	()	()	()

2. Rate significant contribution to the City (✓)

Significant	Moderate	Minor	No Contribution
()	()	()	()

3. Rate significant contribution to protect natural cultural, or horticultural resources of the City of Merced (✓)

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()	()	()	()

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ADMINISTRATIVE REPORT

File #: 21-092

Meeting Date: 1/25/2021

Report Prepared by: Jennifer Arellano, Recreation Supervisor, Parks and Recreation

SUBJECT: Staff Update on City Council Meeting Decision and Discussion Regarding Participatory Budgeting for Measure Y Revenue and Setting a Joint Study Session in March with the Merced City Council

REPORT IN BRIEF

Staff update regarding City Council's direction for budgeting Measure Y Revenue

RECOMMENDATION

Adopt a motion setting a date for a joint study session with City Council in March

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Deny; or,
3. Continue to a future meeting (date and time to be specified in the motion).

DISCUSSION

At the November 23rd Recreation and Parks Commission meeting, Commissioners unanimously voted to recommend (first attachment) to the City Council a participatory budgeting process for allocating \$40,000 of the 20% Measure Y funding allocated to Parks and Recreation. At the time of the Recreation & Parks Commission meeting recommendation, a formal budget was not presented. Staff worked with Commissioner Norma Cardona and Sol Rivas of Building Healthy Communities to create a budget that was not adopted by the Recreation & Parks Commission (second attachment) prior to being presented to the City Council for consideration.

At the January 19th City Council meeting, members heard and reviewed the Commission's recommendations. Council Members were open to the idea of increased community engagement in deciding how to allocate Measure Y funding, but were not in favor of the proposed administrative budgets related to the participatory budgeting as proposed. For this reason, the Commission's recommendation was denied.

However, the City Council expressed a desire to work with the Recreation & Parks Commission towards establishing common goals and strategies and requested to hold a joint study session either March 1 or March 15 at 5:00 PM. Staff is seeking direction on the preferred date for a joint meeting with the City Council.

ATTACHMENTS

1. Commission Recommendations
2. Participatory Budgeting Process Budget

Participatory Budgeting - Update from the Ad-Hoc Committee
Parks & Recreation Commission meeting on 11/23/20

Date: 11/23/20

Members Present: Doug Piuser, Yesenia Curiel & Norma C. Cardona

[Link to Introductory Video on Participatory Budgeting:](https://www.youtube.com/watch?v=S2nhVXX3nVU&t=253s)

<https://www.youtube.com/watch?v=S2nhVXX3nVU&t=253s>

Proof of concept:

- Pilot of 2 (up to 3 years):
 - \$40,000 or 20% from the Measure Y set aside for Parks and Rec (whichever is lower) will be decided to spend on by the community
 - Community gets to have a say in how the monies to spend
 - Community voice
 - *Use discretionary funding from Measure Y to run the process.
 - Stipends for facilitators
- Collaboration with Building Healthy Communities for pilot
 - Technical assistance
 - Marketing and outreach
 - Set up infrastructure
- How will we measure success?
 - Number of ideas collected
 - Number of votes taken
 - Projects implemented successfully

Recommendation for the Steering Committee

- Two representative from the Youth Council
- Two representatives from the Parks & Recreation Commission
- Six representatives from the City of Merced preferably each one representing a city district
- *More than 50% youth and young adults represented.

Co-Facilitator (mentee) - *Two staff members to learn from the facilitators

Other Factors to Consider:

- In-kind staff time to the process
- Community Introduction of Participatory Budgeting
- If in-person meetings, community engagement tools such as food and childcare

Requested Budget:

Meals (30 meetings, 15 people at 15.00 each)	\$6,750
Interpretation (30 meetings, 2hrs per mtg at 65.00)	\$3,900
Translation	\$1,500
Outreach (social media/web promotion)	\$ 500
Incentives	\$1,500
Stipends	\$1,000
Valley Onward (formerly BHC) staff support	\$10,000
TOTAL:	\$25,150

****Costs that the city will cover, for sure:**

- Interpretation for events and proposal development meetings
- Translation for website, flyers, and ballots
- Printing (e.g. flyers, guides, ballots, surveys, etc)
- Social media and web promotion
- Incentives for participants and volunteers (e.g. refreshments, "I voted" stickers", tee-shirts, pins, stickers, tote bags, etc.)
- Child care supplies for any in-person events and meetings

****Strongly encourage cities to additionally fund:**

- Evaluation (e.g. matching funds for a research partner)
- Boost outreach stipends or contracts (e.g. canvassers during idea collection and the vote in high priority communities) ~ \$2500-\$5000
- Stipends for Steering Committee co-chairs ~ \$200-\$1500 x 2 co-chairs
- Facilitator stipends ~ \$200-\$1500 per facilitator x 4-6 facilitators

****PBP recommendations*****

BHC above requested amount is based on 4 years of implementation experience.

Ideal Budget

Meals (30 meetings, 15 people at 15.00 each)	\$6,750
Interpretation (30 meetings, 2hrs per mtg at 65.00)	\$3,900
Translation	\$1,500
Outreach (social media/web promotion)	\$ 500
Incentives	\$1,500
Stipends	\$1,000
Valley Onward (formerly BHC) staff support	\$19,000
Child Care (30 meetings at 15.00)	\$450
Child Care Supplies	\$300
TOTAL:	\$34,900

Ideal additions to requested budget:

Staff - Cost to have Valley Onward hire .05 FTE someone to run the entire process.

Child Care and Child Care Supplies

BHC Match

Can go towards, supplies, incentives, facilitator stipends and child care	\$7,000
PBP Technical Assistance for 12 months	\$37,200
TOTAL:	\$44,200



ADMINISTRATIVE REPORT

File #: 21-075

Meeting Date: 1/25/2021

Report Prepared by: Michelle Reid, Recreation Supervisor, Parks and Recreation

SUBJECT: Receive a Sub-Committee Update on the Status of the Development of an Athletic Field Use and Allocation Policy

REPORT IN BRIEF

Sub-committee update on the draft Athletic Field Use and Allocation policy

RECOMMENDATION

Information Only-No Action Needed

DISCUSSION

At the July 27th 2020 Recreation and Parks Commission meeting, Jovan Pulido of Merced Soccer Association presented a sports park usage policy during the public comment portion of the meeting. During the request to add items to future agenda portion of that same meeting, Vice Chair Yesenia Curiel requested to add an item to discuss the suggested policy. The item was placed on the August meeting agenda but was tabled until the September meeting. At that meeting the Commissioners as well as members of the public gave feedback into a possible new policy.

A draft policy was presented at the November meeting for the Commission's review and input. An ad hoc sub-committee was created to explore the policy and provide feedback and a final draft to the Commission. To date, the sub-committee has met four times to analyze the policy. It incorporates best practices, fairness, and holds user groups accountable while they are using City fields. It also provides an opportunity for the department to bring in some much-needed revenue.

When the sub-committee has completed its review, a final draft version of the policy will be brought back before the Commission as a report item to allow for recommendation to the City Council.



ADMINISTRATIVE REPORT

File #: 21-069

Meeting Date: 1/25/2021

Report Prepared by: Michelle Reid, Recreation Supervisor, Parks and Recreation

SUBJECT: Discussion on Setting Recreation and Parks Commission Goals and Priorities including a Review of the Park and Open Space Master Plan Which May Include, but not be Limited to, Recommendations on Mini Parks in the South Side, Park Divestment, Conducting a Needs Assessment, and Ranking Park Quality

REPORT IN BRIEF

Discussion on Goals and Priorities, including multiple related items previously requested by Commissioners

RECOMMENDATION

Recreation and Parks Commission - Adopt a motion setting Goals and Priorities.

1. Approve, as recommended by staff; or,
2. Deny; or,
3. Continue to a future meeting (date and time to be specified in the motion).

DISCUSSION

In the last few months of meetings, the Commissioners have expressed a desire to set Commission goals and priorities, Commissioner Cardona requested an item to discuss setting goals and priorities for the Commission, and the item was initially discussed at the September 28th meeting. Commissioners asked for the item to be continued at the October 26th meeting, at which meeting the then Interim City Manager Stephanie Dietz suggested continuing the item to a special meeting in November. Commissioners were emailed on October 27th asking for feedback on their recommended Goals and Priorities in preparation for a special meeting. None of the Commissioners responded with ideas, but a meeting date was nevertheless set for a date in November. The meeting was then cancelled due to Commissioners being unable to attend last minute.

This item today is to bring back this item for the Commission's decision and resolution. Goals and Priorities that have already been discussed include:

1. Collect reporting data (Establish/streamline a process to get numbers from City programs)
3. Prioritize positive youth development. (The framework requires training)
4. Rank parks by their usage and quality
5. Inventory parks and develop a plan to refurbish what is useful and a plan for what isn't working
6. Solicit names for parks without names

Additionally, there have been several other discussions and requests to add agenda items that Commissioners desired to discuss and potentially add to Goals and Priorities. These items are:

- discuss the miniparks in South Merced about the recommendations in the Master Plan,
- conduct a needs assessment for department programming,
- conduct an assessment/ranking of park quality and usage, and
- consider the feasibility of divesting or refurbishing low ranking parks.

In the discussion and motion before you today is to set Goals and Priorities, staff will need direction and clarity on which items are intended for the Commissioners to take action on, and which items, if any, are items you would like to recommend staff take action on. Additionally, staff will need direction if the Commission desires to recommend any of the Goals and Priorities to City Council for incorporation in their FY 2021/22 Goals and Priorities. Last, as part of your discussion, consider the following:

1. Review the Park and Open Space Master Plan

If the intent of Commissioners in reviewing the Master Plan is to assess the progress made to date and set goals to accomplish the remaining recommendations this is permissible.

However, the original Master Plan document itself cannot be changed/updated. It is estimated that drafting a new Master Plan document will require a consultant, Council approval, and will cost approximately from \$200,000 to \$500,000.

In addition to the attachments, the entire Master Plan and City Vision can be accessed at:

[<https://www.cityofmerced.org/departments/parks-community-services/master-plan>](https://www.cityofmerced.org/departments/parks-community-services/master-plan)

2. Park Ranking and Potential Divestment Plan

Staff is still investigating whether or not divestment is even an option.

3. Needs Assessment for Programming

Commission has undergone this once before, clarify how this will be different/add new value.

ATTACHMENTS

1. Park and Open Space Master Plan Executive Summary
2. Parks and Open Space Master Plan Mini Parks
3. Recreational Program and Facility Needs

City of Merced

Park and Open Space Master Plan Final Draft



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December 2003

2003



PARK AND OPEN SPACE MASTER PLAN

Executive Summary

INTRODUCTION

As the largest city in Merced County, Merced is a regional provider of park and recreation services. However, the current service level is lower than that of most California communities of similar size. One of the main questions addressed in this master planning effort was whether the City should attempt to improve the quality of life in Merced by providing a larger and more comprehensive park and recreation program.

The City has been fortunate in that its inventory of parks is good, and most existing neighborhoods are served by parks. The City also wisely pursued the development of an off-street bicycle trail system that is now widely viewed as a local treasure. However, in the absence of a plan for park acquisition and development, many of the newer parks are poorly designed, poorly located, or underdeveloped. The result is a park system that is underutilized in many cases. In addition, with the increase in new development, more parks are coming on-line, increasing the maintenance needs of the park system. In addition, the level of recreation programming (both public and private) in Merced is very low, and there are limited options available for residents.

This plan addresses community needs and charts a new direction for the City to take in the future. The City has the basis for an excellent park system, and the potential to develop comprehensive recreation programming. However, to provide a higher level of service to residents, the existing system needs improvement, as well as expansion to meet the expected population growth. In addition, an increased level of programming is needed to meet community recreation needs. With the current level of development in Merced, it is now time to expand the basics and go to the next level of park and recreation services.

EXISTING RESOURCES

The Merced park system consists of both active and passive recreational areas, including a variety of park types, as well as an extensive off-street bicycle path system. The City of Merced has approximately 187 acres of active parkland, more than 120 acres of linear parkland encompassing the stream corridors where the bike paths are located, and more than 29 acres of undeveloped parkland.

The bike trail system is contained in 4 creek corridors, and currently total 13.11 miles. Expansions to this system are planned, and funding is in place for some of them.

In Merced, the inventory of recreation facilities such as sports fields used by the public is relatively low, and the City itself provides only a few facilities. There are no gymnasiums owned by the City, except the McCombs Youth Center which is operated by the Boys and Girls Club. The City relies heavily on the local school districts for athletic fields and gymnasiums. The following facilities are available for public use in Merced:

- 23 youth softball/baseball fields (3 lighted);
- 5 adult softball fields (all lighted);
- 13 soccer fields (does not include open turf areas);
- 6 tennis courts; and
- 5,450 s.f. of pool space.

Other recreational sites in the planning area owned by public agencies include the Merced County Fairgrounds (owned by the State of California), Courthouse Park, and Flanagan Park, (both owned by Merced County). Lake Yosemite, also owned by Merced County, is located to the northeast of the planning area and is adjacent to the U.C. Merced campus.

COMMUNITY INPUT

The Park and Open Space Master Planning process incorporated community input in several ways.

These include:

- A public workshop
- A youth workshop
- Stakeholder interviews

A public workshop was held on the evening of June 10, 2003 in the Sam Pipes Room at the Merced Civic Center. Key findings are summarized below.

- The top three priorities identified by participants were:
 - City-wide trail system expansions
 - Outdoor sport field complex
 - More aquatic facilities (Pools and water playgrounds)
- Participants seemed to value the parks in the City and see them as an important component of quality of life. The trail system was cited as a major success by many.
- Generally, there appeared to be interest in the City's providing additional recreation programs and developing more partnerships, especially with the school districts.
- There was support for a mix of park facilities, with neighborhood parks within walking distance of most citizens.

On June 10, 2003, a noontime workshop for youth was held at McCombs Youth Center. Approximately twenty youth ranging from ages 7 to 18 were in attendance, with the majority of the group ages 10 and 11.

Participants identified swimming and waterslides; very active amusements such as skate parks; and concessions in parks their top activities and facilities to include in parks. Other input received through the youth workshop included a need to provide park facilities that accommodate people with disabilities.

In May, 2003, telephone interviews were conducted with stakeholders identified by the City of Merced Park and Open Space Master Plan project team. Key findings were:

- There is a perception of crime in the parks, and on the bike paths. The City needs to address

this, such as through increased policing or volunteer foot patrols.

- There is a lack of indoor recreation space. There is a need for gyms, classrooms, indoor meeting places, community rooms, and similar indoor spaces.
- The bike trail system is wonderful and should be expanded, especially toward U.C. Merced and Lake Yosemite.
- There should be parks within walking distance of most neighborhoods.
- There is a need for more programming, especially for youth.

PARK LAND AND FACILITY NEEDS

- It is recommended the City consider reducing its inventory of mini-parks because of the low use of these parks and the overlapping service areas.
- Based on the recommended service level, 8 additional neighborhood park sites are needed to serve the current city limits, and an additional 13 are needed to serve the planning area at build-out. However, 9 sites are already available or dedicated to park use.
- The majority of the current Merced city limits are served by the existing community and large urban parks. To provide community park service to the entire planning area, 4 additional community or large urban parks will be needed.
- In addition to other park land needs, land is needed for the following special use facilities: 2 youth centers, 2 recreation centers, and additional athletic complexes.
- There are opportunities to develop trails along linear corridors such as the Cottonwood Creek corridor and the northern portion of the Fahrens Creek corridor. In order to build out the City of Merced's off-street bikeway network as planned, approximately 65 acres of linear park land containing approximately 10.8 miles of trail are needed.
- Based on the recommended demand standard, 1 additional adult softball field is needed to serve current demand and a total of 6 additional fields would be required at build-out.
- It is recommended the city maintain about the current level of service for youth baseball and

softball fields. The supply and demand analysis showed that current needs can be served by the existing field inventory. A total of 17 additional fields will be needed to serve the City at build-out.

- Based on the recommended demand standard, there is a shortage of 3 soccer fields at this time. This will be reduced to a shortage of 2 fields once the new field at Joe Herb Park is complete. At build-out, a total of 17 additional soccer fields will be needed.
- Based on the supply and demand analysis, there is a need for additional gymnasium space. The recommended demand standard indicates a current need for 2 courts, with a need for the equivalent of a total of 11 courts at build-out.
- There is a need for additional pool space.

FACILITY PLAN

The Master Plan includes a facility plan that sets forth recommendations for existing parks, proposed new parks, and new facilities. Key points of the facility plan are summarized below:

- Due to their size, maintenance costs, and limited recreational value, additional mini-parks are not recommended. In addition, the City should consider reducing its current inventory of this park type by either selling some sites or acquiring additional land to make them into neighborhood parks.
- Improvements are proposed to most of the City's neighborhood parks, with major improvements proposed for Burbank Park.
- Land is available for eight new neighborhood parks, but the parks need to be designed and developed.
- Thirteen new neighborhood parks will require land acquisition, as well as planning and park development.
- Upgrades are proposed to the City's existing community and large urban parks, including McNamara, Joe Herb, and Applegate. Development of Fahrens Park as per the master plan is proposed.
- Four new community parks are proposed, including a 40 acre site in south Merced and three 20 acre sites in north Merced. These sites are intended to serve new growth in the community.

- Two new indoor recreation centers and two new youth centers are proposed.
- A second adult softball complex is proposed, preferably to be located in north Merced.
- A soccer complex is proposed for inclusion in the new community park in south Merced, site CP-42. This site should be about 20 acres in size, and should include lights on at least a portion of the fields.

OTHER RECOMMENDATIONS

- The City should work with local leagues and any new leagues that may form to establish a Sports Council that will develop policies for field scheduling and other field sports-related topics. This group should include representatives from all field sports, and should meet regularly (at least quarterly).
- The City should consider moving the Zoo from Applegate Park to another site in the long term.
- Improve park security. In addition to park design improvements, this can be accomplished by regular patrol of bike paths and parks by police bike patrols, volunteer, Explorers, or paid park rangers.
- Increase recreation programs and classes. Target areas include more programs for adults, fitness programs, youth at-risk programs, arts and crafts, special one day events, cultural events, day camps, sports instructional programs, indoor instruction and special interest classes. Another potential program area is additional recreational sports, especially for youth.
- Implement a computerized program registration program, preferably one that allows registration via the internet, to increase the level of customer service.
- Establish cost recovery goals for each program area. Track revenues and expenditures for each program area so that cost recovery can be evaluated routinely.
- Improve the level of park design.
- Adopt specific restroom policies about when and where restrooms will be provided, and what type they will be. The policies will help reduce vandalism and improve safety in park restrooms.

CAPITAL IMPROVEMENT OPTIONS

This plan is intended to be a twenty to twenty-five year document. A short-term six year capital improvement plan is proposed for initial implementation of the plan. It is anticipated that work on the park system would continue beyond the initial 6 year strategy, and that successive CIPs would continue to be prepared and updated.

Two approaches to financing the Plan are presented: a pay-as-you-go approach based on availability of grants and local funding and a more aggressive approach based on a voter-supported tax measure paying for selected improvements. There are numerous other options and combination of options to accomplish the Plan.

Option 1 (Pay As You Go Approach):

Due to the current economic climate and the limited available resources, Option 1 will continue on as in the past and proceed based on a pay-as-you-go approach. Using this approach, the City will only fund smaller capital projects. Large capital projects, such as a recreation center or acquisition of land for the South Merced Community Park, will be deferred until funds are appropriated to develop multimillion dollar projects. This is the recommended approach for the near future. The table below lists the capital projects proposed under Option 1.

Project Name	Opinion of Probable Cost	Comment
Charles Richard Drew Park	\$147,000	Upgrade
Santa Fe Strip N'hood Park	\$601,500	Development
Flanagan Park	\$300,000	Upgrade
Alfarata Ranch	\$316,845	Partial Development
New Neighborhood Park	\$800,000	Partial development
New Neighborhood Park	\$800,000	Partial development
New Neighborhood Park	\$800,000	Partial development
Ada Givens Park	\$270,000	Upgrade
McNamara Park	\$340,000	Upgrade
Fahrens Park	\$940,000	Development
New Community Park	\$5,290,000	Acquisition/Dev.
Bikeway development and improvements	\$543,630	Development
Total Expenditures	\$11,148,975	

Option 2 (More Aggressive Tax-Supported Approach):

The second approach is more ambitious and assumes that certain key projects, such as acquisition of Site CP-42, the South Merced Community Park, would occur in the first six-year period. This approach will require a voter-supported tax measure to implement, and a citywide Landscaping & Lighting District is the proposed financing mechanism. The cost of an L&L district to raise \$6 million in capital project funds is projected to be approximately \$22 per household annually. Due to the current economic climate, it is not recommended that the City pursue tax-supported financing at the present time, but that this be reevaluated in a few years if the economy improves.

Option 2 includes two major projects: acquisition of 40 acres for the South Merced Community Park and development of the North Recreation Center. It is important to secure the property for the South Merced Community Park while the land is still available and reasonably priced. The North Recreation Center is also proposed as part of this CIP to meet the community's pressing indoor recreation needs and to provide park service in an underserved area.

The table below lists the capital projects proposed under Option 2.

Project Name	Opinion of Probable Cost	Comment
Charles Richard Drew Park	\$147,000	Upgrade
Santa Fe Strip N'hood Park	\$281,500	Partial development
Flanagan Park	\$300,000	Upgrade
Alfarata Ranch	\$316,845	Partial Development
New Neighborhood Park	\$800,000	Partial development
New Neighborhood Park	\$800,000	Partial development
New Neighborhood Park	\$800,000	Partial development
Ada Givens Park	\$270,000	Upgrade
McNamara Park	\$340,000	Upgrade
Fahrens Park	\$940,000	Development
S. Merced Community Park	\$2,000,000	Land acquisition
New Community Park	\$5,290,000	Acquisition/dev.
North Recreation Center	\$4,500,000	Acquisition/dev.
Bikeway Development/improvements	\$543,630	Development
Total Expenditures	\$17,328,975	

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Preface

This report is a long-range guide for park and recreation services in Merced. Once adopted, it will give the City direction and policies for acquiring and developing parks, open space, trails, and other recreational facilities.

As the largest city in Merced County, Merced is a regional provider of park and recreation services. However, the current service level is lower than that of most California communities of similar size. One of the main questions addressed in this master planning effort was whether the City should attempt to improve the quality of life in Merced by providing a larger and more comprehensive park and recreation program. The City has been fortunate in that its inventory of parks is good, and most existing neighborhoods are served by parks. The City also wisely pursued the development of an off-street bicycle trail system that is now widely viewed as a local treasure. However, in the absence of a plan for park acquisition and development, many of the newer parks are poorly designed, poorly located, or underdeveloped. The result is a park system that is underutilized in many cases. In addition, with the increase in new development, more parks are coming on-line, increasing the maintenance needs of the park system. In addition, the level of recreation programming in Merced is very low, and there are limited options available for residents.

As with the rest of California and the United States in general, Merced has experienced general budget constraints within recent years. In addition, the average income in Merced is lower than in Merced County and much lower than in the State of California, which means that the population has a need for affordable recreation and less disposable income to pay for it. Compounding the budgetary challenge is several years of instability in the organization of park and recreation services in Merced. The result is a disconnect between parks and recreation, a lack of recreation programming, and a park system that is underdeveloped. With the exception of several that are highly used, many of the parks require renovation and or substantial upgrades to improve their quality and usability.

This plan addresses community needs and charts a new direction for the City to take in the future. The City has the basis for an excellent park system, and the potential to develop comprehensive recreation programming. However, to provide a higher level of service to residents, the existing system needs improvement, as well as expansion to meet the expected population growth. In addition, an increased level of programming is needed to meet community recreation needs. With the current level of development in Merced, it is now time to expand the basics and go to the next level of park and recreation services.

Mini Parks

Mini-parks, tot lots and children's playgrounds are all small, single purpose play lots designed primarily for small children usage. Due to their size, the facilities are usually limited to a small open grass area, a children's playground and a small picnic area.

Assessment:

1. **Existing Conditions:** Currently, there are 10 mini-parks in the Merced planning area. These are located in South Merced and most offer limited recreation opportunities.
2. **Service Areas:** The service area for a typical mini-park is considered to be a 1/4-mile radius.
3. **Needs Assessment:** Due to their size, maintenance costs, and limited recreational value, additional parks of this type are not recommended. In addition, the City should consider reducing its current inventory of this park type by donating or selling some sites.

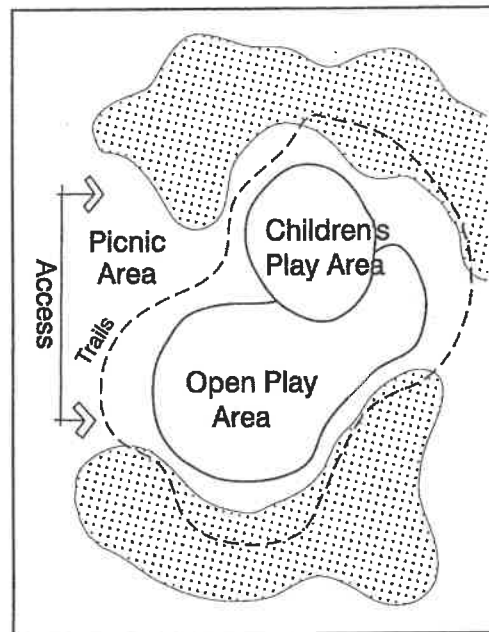
Design and Development Policies:

1. **General Land Use Guidelines:**
 - a. Due to their size and limited recreational value, public parks of this type should be **discouraged**. Mini-parks should only be considered when there is not a sufficient population base to support a neighborhood park or no other option is available to provide park service.
 - b. The development of this park type should be encouraged as part of large private multi-family developments under private ownership. Within single-family subdivisions, if these parks are provided, they should be owned and maintained by a homeowners association.
2. **Site Selection Criteria:**
 - a. While there is no size requirement for mini-parks, the minimum size should be at least 20,000 square feet in size.
 - b. The site should be central to the area it serves.
 - c. The site should be flat and usable and have the ability to support active uses.
 - d. If possible, walking distance should not exceed one-quarter mile, and not require crossing of busy streets or other barriers.
3. **Design and Development Standards:**
 - a. Appropriate facilities include:
 - Children's playground facilities
 - Open grass play area
 - Picnic areas

- Pathways, preferably looping
- Site amenities (picnic tables, benches, bike racks, drinking fountains, trash receptacles, etc.)

- b. The site should be visible from adjoining streets and have at least 100-150 feet of street frontage.

4. Schematic Diagram



Recommendations

1. Summary of Recommendations:

Table 6.3
Summary of Mini-Park Recommendations
Merced Planning Area

Park Number	Site	Existing Acres/ Proposed Acres	Action
MP-1	8 th and V Mini-Park	0.89	Consider disposal
MP-2	11 th and H Mini-Park	0.17	Consider disposal
MP-3	12 th and G Mini-Park	0.19	Consider disposal
MP-4	Dennis Chavez Park	0.28	Consider disposal
MP-5	William Lloyd Garrison Park	1.02	Upgrade
MP-6	Diego Rivera Park	0.25	Consider disposal
MP-7	Love Veasley Family Park	0.17	Consider disposal
MP-8	Harriet Tubman Park	0.45	Consider disposal
MP-9	Charles Richard Drew Park	0.52	Upgrade
MP-10	Circle Drive Park	0.26	Upgrade
Total		4.20	

2. Specific Improvements:

8th and V Mini-Park

MP-1

The 8th & V mini-park is fairly large compared to the other mini-parks in Merced, but it is located very near Stephen Leonard Park. The service area for this park overlaps the service area for Stephen Leonard Park. It has very few facilities, and does not appear to get much use.

Since it has limited recreation value and overlapping service area, the City should consider disposing of this mini-park. Prior to making a final decision, the City should consult the immediate neighbors. At this meeting, City representatives should share a cost-benefit analysis, including the maintenance cost of this park; the projected cost for upgrades; the availability of funding for upgrades; options for disposal (donation of park or donation/sale of the land); the estimated proceeds if the park were sold; and the service areas of nearby parks. The four options that should be explored with neighbors are: 1. Disposing of the park by selling it or donating the land (such as to Habitat for Humanity) and dedicating any funds generated to park improvements at nearby parks; 2. Keeping the park as is and continuing to maintain it at its current level (not recommended); 3. Upgrading it and continuing to maintain it as a City park; or 4. Forming a local maintenance district to pay for upgrades and maintenance. Turning the park over to neighborhood volunteers is not usually a workable solution, because the City remains ultimately responsible for the park and often has to resume maintenance once the initial volunteers have phased out. Due to the limited City funds currently available for upgrades, it will be important to discuss the realistic potential of various funding sources (City, neighbors, other groups). Option 2 is not recommended because of the current limited recreation value of the park. Option 3 is also not recommended, unless neighbors can provide a strong argument in favor, a private group steps in to take over ownership, or neighbors propose a realistic financing plan for upgrades.

11th and H Mini-Park

MP-2

This is one of the smaller sites (about 7,500 s.f.), and does not appear to get much use. It does contain some trees and a small play area. Since it is across the street from the flea market grounds, there are very few eyes on this site, which make it less welcoming for users. Gilbert Macias Park, which has much nicer play equipment, is located on the south side of the flea market grounds.

Due to its limited recreation value and overlapping service area, the City should consider disposing of this mini-park. It is the size of a residential lot, and is located among single family residences. Prior to making a final decision about the park's future, the City

should consult the immediate neighbors. See the discussion under 8th and V mini-park, site MP-2, for additional details.

12th and G Mini-Park**MP-3**

This park is the size of a single family lot. The play structure is very small, and there are no trees or landscaping on the site. The site does not appear to get much use, although it is in the midst of a residential neighborhood with many multi-family developments.

Although this park is fairly close to both McNamara Park and Gilbert Macias Park and is quite small, it has some potential to provide recreation value to surrounding neighbors, who are mainly residing in apartments with limited outdoor space. However, in its current state, this park is providing very limited recreation value and requires significant upgrades.

Prior to making a final decision about the future of this park, the City should hold a meeting with surrounding neighbors (those within a quarter mile of the park) to determine the recreational value of this site to neighbors and gain input on its future. There are four general options for this site:

- If the site is providing recreational value to surrounding neighbors, the City could upgrade and maintain it.
- If the site is providing recreational value to surrounding neighbors, the City could upgrade it and a neighboring property owner or a private group could pay for maintenance.
- If there is marginal recreational value, neighbors or other groups could pay for upgrades and maintenance. If there isn't interest, the City should sell or donate the site.
- The site could be sold or donated and any proceeds used to upgrade a nearby park.

This site may be a good candidate to turn over to a neighboring property owner (if they are willing), who would then be responsible for maintenance and possibly for upgrades. If it is determined that the City should retain this park and upgrade it, the park should be designed using a process that involves the surrounding neighbors. This will ensure that the resulting park reflects the needs and desires of neighbors, and that there is a sense of "ownership" of the park among neighbors which can increase use of the park and help reduce vandalism.

Dennis Chavez Park**MP-4**

This is one of the larger of the mini-park sites and has good visibility because it is located on a corner. It has a nicer character than many of the other mini-parks because of the path system and shade trees. Other than the play area and the pathway, there is very little in terms of amenities. It does not appear to get much use by the surrounding neighborhood. However, this

park does offer potential service to a small area outside the ½ mile service area of Stephen Leonard Park.

Because of its limited recreation value and overlapping service area, the City should consider disposing of this mini-park. It is about the size of a residential lot, and is located among single family residences. Prior to making a final decision about the future of this park, the City should consult the immediate neighbors. See the discussion under 8th and V mini-park, site MP-2, for additional details.

William Lloyd Garrison Park

MP-5

William Lloyd Garrison Park is the largest of the mini-parks, and has some potential for expansion. Currently, it barely qualifies as a developed park because it is essentially an uneven grass area, with the exception of a small play area and a bench located in one corner. If upgraded, this park would provide service to an area not served by other neighborhood parks.

It is recommended that this mini-park be upgraded so that it meets local recreation needs. Recommended upgrades include:

- Prepare a master plan for the site, taking into account in the design any potential land acquisitions to expand the park.
- Provide a larger play area with more interesting equipment; including installation of safety surfacing and curbing.
- Provide a path system within the park.
- Install paved court for basketball, etc.
- Upgrade irrigation system.
- Provide additional trees.
- Provide site amenities: signage, bike racks, waste receptacles, benches and picnic tables.
- If the park size is increased to at least 2 acres, reclassify as a neighborhood park.

Diego Rivera Park

MP-6

This is one of the smaller sites (about 10,800 s.f.), and does not appear to get much use. It contains very few amenities, and the play equipment is quite small. There does appear to be undeveloped land at the rear of the park. The site is located midway between McNamara and Stephen Leonard Parks, and a few blocks from Charles Richard Drew Park (MP-9).

Because of its limited recreation value and overlapping service area, the City should consider disposing of this mini-park. It is the size of a residential lot, and is located among single family residences. Prior to making a final decision about the future of this park, the City should consult the immediate neighbors. See the discussion under 8th and V mini-park, site MP-2, for additional details.

Loye Veasley Family Park**MP-7**

This park is the size of a single family home site (about 7,500 s.f.). The play structure is very small, and there are no other facilities or landscaping at the park. This site is within walking distance of Gilbert Macias Park, McNamara Park, and Harriet Tubman Park, all of which have nicer and more interesting play equipment.

Because of its limited recreation value and overlapping service area, the City should consider disposing of this mini-park. It is the size of a residential lot, and is located among single family residences. Prior to making a final decision about the future of this park, the City should consult the immediate neighbors. See the discussion under 8th and V mini-park, site MP-2, for additional details.

Harriet Tubman Park**MP-8**

This park is located adjacent to the Golden Valley Health Center and appears to get some use, unlike many of the other mini-parks. The main users are children who are visiting the Health Center. Tenaya Middle School and Charles Richard Drew Park are a few blocks away. The park is almost a half acre in size, and has a basketball backboard in addition to play equipment. Although it isn't a full half-court, the backboard seems to attract use.

Prior to making a final decision about the future of this park, the City should hold a meeting with surrounding neighbors (those within a ¼ mile of the park), and specifically with Golden Valley Health Center, to determine the recreational value of this site to neighbors and gain input on its future. There are four general options for this site:

- If the site is providing recreational value to surrounding neighbors, the City could upgrade and maintain it.
- If the site is providing recreational value to surrounding neighbors, the City could upgrade it and a neighboring property owner (such as the Health Center) or a private group could take over or pay for maintenance.
- If there is marginal recreational value, neighbors or other groups could pay for upgrades and maintenance. If there isn't interest, the City should sell the site.
- The site could be donated or sold and any proceeds used to upgrade a nearby park.

As an additional alternative, this site may be a good candidate to turn over to Golden Valley Health Center, if they are willing, since the park is essentially part of the Health Center site and appears to be mostly used by Health Center clients. The Health Center would then be responsible for maintenance and possibly for upgrades.

Charles Richard Drew Park**MP-9**

Charles Richard Drew Park is one of the larger mini-parks, and contains just over a half acre. The park contains few amenities, but the play structure is larger than in most other mini-parks. This park is located diagonally across the street from Tenaya Middle School, which does not have a play area, and has good visibility because of its corner location.

It is recommended that this mini-park be upgraded so that it meets local recreation needs. Recommended upgrades include:

- Prepare a master plan for the site.
- Upgrade the play equipment, including installation of safety surfacing and curbing. If possible, provide two play areas for different age groups, including tots.
- Provide a path system within the park.
- Upgrade irrigation system.
- Provide additional trees and landscaping.
- Provide site amenities: signage, bike racks, waste receptacles, benches and picnic tables.

Circle Drive Park**MP-10**

Circle Drive Park is one of the most attractive and welcoming mini-parks. It is very visible from E. 23rd Street, and is surrounded by Circle Drive. Shade trees provide a canopy over the park. There are no other parks nearby.

It is recommended that this mini-park be upgraded so that it better meets local recreation needs. Recommended upgrades include:

- Prepare a master plan for the site.
- Upgrade the play equipment, including installation of safety surfacing and curbing. If possible, provide two play areas for different age groups, including tots.
- Provide a path system within the park.
- If space permits, provide a paved court area for basketball.
- Upgrade irrigation system.
- Provide additional trees and landscaping.
- Provide site amenities: signage, bike racks, waste receptacles, benches and picnic tables.



Memo

To: Recreation and Parks Commission
From: Joey Chavez, Director of Parks and Community Services
Date: October 29, 2020
Re: Recreational Program and Facility Needs

MISSION

The mission of the Parks and Community Services Department is to plan, facilitate, promote, maintain, and develop activities and facilities that enhance the quality of life in Merced.

RECREATIONAL PROGRAM and FACILITY NEEDS

Recreation and Parks Commission asked for a discussion of “city parks and recreation programs and facilities” That refers to our Parks and Open Space Master Plan.

The most accurate way to answer the questions raised by Recreation and Parks Commission is through a new Master Plan.

The last Parks and Recreation Master Plan was created by Moore Iacofano Goltsman for \$68,796. Based on what other communities are paying, the estimated cost of a new master plan for the City of Merced is estimated to be \$200,000-plus.

Alternatives: It is possible to update the existing master plan, however, it is 17 years old and was created at a time when the economy was booming. It does not reflect the reality that funding for new parks is extremely limited since there is only a small amount of construction and development. It also doesn't reflect the lack of funds for maintaining the existing park inventory, let alone the addition of new ones.

2003 MASTER PLAN 17 YEARS AFTER

The Recreation and Parks Commission request frequently referenced the 2003 Park and Open Space Master Plan, which was intended to be a “20 to 25 year document.” (Master Plan Page 8-5) However, the local economy and the Parks and Recreation Department have undergone significant changes since the document was written. The Master Plan was written at a time when “Merced is undergoing a high level of growth” and the projected population in 2020 would be 86,750.

The Master Plan projected \$74,093,150 as the 2003 estimated cost of upgrades and facility expansions for the City. This would include four new recreation and youth centers and a new softball complex. The same plan calls for the City to selling mini parks including Harriet Tubman Park (9th and N streets), Dennis Chavez Park (11th and W streets) and Diego Rivera Park (10th and P streets). (Master Plan Page 8-4).

The City had four parcels of undeveloped land for future park, but no funds to develop them. Three of the sites are named parks, Lester Yoshida, Charles Ogletree and Alfarata Ranch, but are undeveloped.

It was noted that the plan called for a recreation activities computerized registration program. The City has been using the computerized registration sysem RecTrac since 2007, which provides those reservation, billing and tracking functions.

The information request also noted that the plan called for greater marketing and publicizing efforts of Department programs. Recreation programs are now routinely put in the City Facebook and online, and information is distributed to print and broadcast media.

COST RECOVERY

As noted in the request, the Master Plan recommended hiring a “recreation programming person” on a two year trial basis, or contracting this service out to a private party, to develop revenue-generating programs. “The person hired for this job should be given a two year trial to generate enough revenue through recreation programs to recover their costs (contract cost or salary, fringe benefits, etc.)” (Master Plan Page 7-3) The Master Plan also suggests that the City establish a cost recovery rate/subsidy rate for recreation programs that would be phased in over a period of time. The projected recovery rates are: (Master Plan, Page 7-10)

Adult sports	100 percent cost recovery
Youth sports	80 percent
Other youth programs	50 percent
Senior programs	50 percent
Special events	100 percent
Aquatics	50 percent
General recreation programs	85 percent

However, the rates adopted by the City Council as of 2009 were:

Adult sports	100 percent cost recovery
Youth sports	50 percent
After-school youth recreation	50 percent

Other youth classes and events	50 percent
Special events	50 percent
Aquatics	30 percent
Senior Center rentals	20 percent
General recreation programs	60 percent
Zoo	33 percent*

**The Zoological Society actually reimburses the City between 35 and 45 percent*

Currently, the Department operates on 100 percent cost recovery for adult sports, and Under that Master Plan suggested recovery, the cost of recreational swimming would be significantly more than the \$1 per youth that is currently charged.

Currently local senior citizen organizations have free use of the Senior Center from 9 a.m. to 3 or 4 p.m. Monday through Friday to offer senior programs. They also are not charged for building use during off-hours if it does not require significant staff time.

The Master Plan suggests that a non-resident surcharge be levied, since non-residents don't pay taxes in the City. The suggested amount is 15 to 20 percent in addition to the regular fee. The Department is researching those fees.

There was a recommendation in the Master Plan for the Department to consider: "youth at-risk programs, arts and crafts, special one day events, cultural events, day camps, sports instructional programs, indoor instruction and special interest classes." (Master Plan 7.7) Many of the programs that existed were eliminated during budget cuts. The youth services programs were below the 50 percent cost recovery rates cited above, with some programs generating almost no revenue. The summer day camps were moved over to the Boys and Girls Club and the City helps subsidize the participation. Indoor instruction/special interest classes with low participation levels were eliminated, although currently there are some of these classes where instructors volunteer their time so the cost to the City is small and is recovered through a nominal fee.

SPORTS FACILITIES INVENTORY

The Master Plan also included a listing of local sports facilities, both City-owned and other. Since then, the number of fields available has increased. Below are the locations, current fields and the listing from the Master Plan in parenthesis.

Youth Ball (softball, baseball)

Youth Sports Complex (City) 3 fields, 1 lighted
 Joe Herb (City) 3 fields, all lighted (not listed in Master Plan)
 Tenaya Middle School (MCSD) 4 fields
 Cruickshank Middle School (MCSD) 4 fields
 Hoover Middle School (MCSD) 4 fields, all lighted
 Rivera Middle School (MCSD) 5 fields, 2 lighted
 Golden Valley HS (MUHSD) 4 fields

Merced HS (MUHSD) 4 fields lighted, grass infield)
Weaver Elementary (WSD) 2 fields

Soccer

Youth Sports Complex (City) 5 fields, 1 lighted
Joe Herb (City) 1 field
Ada Givens (City) 3 fields
McNamara Park 3 fields, all lighted
Tenaya Middle School (MCSD) 2 fields
Cruickshank Middle School (MCSD) 2 fields (not listed in Master Plan)
*Hoover Middle School (MCSD) 4 fields, all lighted
Rivera Middle School (MCSD) 2 fields
Golden Valley HS (MUHSD) 2 fields
Merced HS (MUHSD) 2 fields
El Capitan HS 3 fields
Merced College M CCD) 5 fields
Weaver Elementary (WSD) 2 fields

Aquatics (pools listed in the Master Plan)

McNamara Park
Ada Givens (unused due to cost, small size)
Stephen Leonard (converted to splash park)
Merced College
Merced HS
Golden Valley
El Capitan pools were not listed in Master Plan

CURRENT CITY PROGRAMS

City of Merced Classes and Activities

- Indoor and outdoor soccer provided by independent contractors.
- Karate and jujitsu provided by independent contractors.
- Yoga in the Park. free
- Dance classes, type varies each session.
- Recreational hunting and bird watching at the Waste Water Treatment Plant through partnership with Department of Fish and Game.
- Make It Happen provides low cost exercise classes.
- Hunter Safety classes.

- Special activities at the Zoo for children and adults with Merced Zoological Society.
- Get Fit Merced program of walking, biking or jogging as part of our H.E.A.L. City initiative (Healthy Eating Active Lifestyles).
- Free Zumba, a joint venture with Mercy Medical Center/Dignity Health.

City of Merced Sports Programs

- Junior Warriors Basketball – Grades K thru 8th 180 players
(Offered also by Upward Bound, a church league, approximately 500 participants)
- NFL Flag Football – Grades K thru 8th 160 players
- Adult Summer and Fall Softball – April thru November 3,200 players
- Adult Basketball Open and 35 over League – January thru May – 300 players

ADDITIONAL PROGRAMS SUPPORTED BY CITY

- Boys & Girls Club offers afternoon programs for about 50 youths during school year and a summer camp with approximately 90 youths. Programs focus on academics, character and health. (staff duties: assist with program development and implementation, assist with training staff)
- Senior Center offers a variety of educational and recreational activities for the senior citizens of the region. The numbers of participants varies with the activities, which range from bingo and cards, to pool, dance and a writing club. (staff duties: train and schedule volunteers that operate the front counter, open and close the building, oversee general maintenance issues, serve as liaison with Senior Inc.)
- Community events such as church groups, Girl Scout meetings, youth dance performances, birthday parties, baby showers, weddings, board meetings, etc. get affordable rental facilities from the City. By providing a non-profit rate at many of our facilities, numerous groups are able to house their programs at our facilities or have special events at our facilities. (staff duties: scheduling of facilities, staff, cleaning services and maintenance, insurance and paperwork for rentals, advertising)
 - Picnic shelters (3) are rented almost every weekend from March to October.
 - Rossotti Center is rented multiple times per weekend nearly every weekend of the year.
 - Senior Center has recently seen increase in reservations due to change in rental policy.

MERCED YOUTH SPORTS ORGANIZATIONS (YSOs)

These are on-going partnerships with City. City is in charge of all ball field maintenance, scheduling all fields for each of our Youth Service Organizations. City preps all youth softball, baseball and adult softball fields, and soccer fields for Merced Youth Soccer and Merced Merced Soccer Academy. City schedules YSO use of school fields, too.

(Historic high number of players in parenthesis)

- MERCED YOUTH SOFTBALL
300 (800) players/ no scholarships
Games at Rivera Middle School from April to June
- MERCED YOUTH BASEBALL
620 (1,200) players/ 13 scholarships
Games at Hoover Middle School and Sports Complex from April to July
- MERCED YOUTH SOCCER
2,000 players/ 22 scholarships
Practices are held at all local schools and Sports Complex
Games Ada Givens, Sports Complex and Merced High School
Soccer now year around
- MERCED SOCCER ACADEMY
600 players/70 scholarships
Practices at Merced High and McNamara Park
Games at Merced High School and McNamara Park
Soccer is now year around
- MERCED YOUTH COUGARS FOOTBALL
100 (300) players/ no scholarships
Practices at East Campus
Games at Golden Valley High School (They are charged \$450 to \$650 for field)

Total 3,820 youths

JOE HERB SOFTBALL TOURNAMENT

The City host more than 20 tournaments each year, most of them are focused on youth teams.

JOINT USE CITY/SCHOOL FACILITIES

- Tenaya Middle School boys and girls soccer uses McNamara soccer field for their home games.
- UC Merced Softball team uses Joe Herb softball fields from January thru April
- The City uses McComb's Youth Center (home of the Boys and Girls Club) only for Junior Warriors Basketball. The City of Merced uses Merced High School and El Capitan High School gyms for adult basketball from January through May. The City no longer uses the McComb's Gym for adult basketball.
- The City uses Merced HS pool for swimming lessons.

Recreation staff also takes care of Rivera and Hoover Middle School baseball, softball and soccer field preparation during their season at a small charge or no charge. The YSOs also contribute to field improvement at the middle schools, high schools and also at City fields.

AQUATICS

Served 1,020 students at City swim lessons.

This past year there were 2,000 recreational swimmers.

SCHOOL ACTIVITIES

The five middle schools in the City, Cruickshank, Rivera, Hoover, Tenaya, Weaver, offer baseball, softball, soccer, basketball, volleyball, on a JV and Varsity level for girls and boys. Each school fields approximately 240 to 250 players.

Total middle school sports players approximately 1250.

MERCED HIGH

All sports, male and female – 668

FFA- 290

GOLDEN VALLEY

All sports, male and female – 452

FFA- 300

EL CAPITAN

All sports, male and female – 350
FFA- 100

Total sports: 1470

Total FFA 690

2160 high school students participating in extracurricular activities

COMMUNITY CENTERS

The City has three non-profit organizations using the McNamara Park, Stephen Leonard and Central Community Center. The City Council has budgeted funds to pay for utilities. The Council's goal was to provide youth activities at the Center.

PARTNERSHIPS

The passages cited from the Master Plan include the idea of “continue to build partnerships. The Department does that on a regular basis, whether it is the Summer Camp program we offer through the Boys and Girls Club. The Department will be partnering with non-profit groups to operate the Community Centers and continues to work with the numerous Youth Sports Organizations (YSOs) in the City. The Department recently partnered with Mercy Medical Center/Dignity Health to offer a free Zumba class at the Senior Center that has almost doubled in size since joining with the City, and the program continues to grow.

The American Red Cross has become a partner with the City in recent years assisting us with McNamara Park pool opening activities.

The Department has tried to build greater partnerships with UC Merced, particularly with sports camps and other classes. However, the university has said that scheduling problems with student athletes and staff, along with the state-mandated TB testing requirement, make it too difficult to accomplish joint partnerships at this time.

VOLUNTEERS

The request from Recreation and Parks Commission includes a discussion of a “volunteer program. The 2003 Master Plan said “it may be necessary for the City to designate a volunteer coordinator... Volunteers can be used in a variety of ways such as assistance with special events, conducting minor maintenance duties and assistance with administrative tasks.” (Master Plan, Page 7.5)

The City Public Works Department and Parks and Recreation Department are working together to create a “Virtual Volunteer Center.” The purpose of the online Center is to offer volunteer opportunities to members of the community, primarily at our parks

facilities. Initially, the focus of the Volunteer Center will be on clean-up and maintenance projects such as trash pickup, painting projects and debris removal.

The City gets a number of requests each year – particularly in the Spring – from groups interested in community service work. Typically they are looking for a one-day project, often on the weekend. Staff has discovered times when more than one group has talked to different Departments about doing the same project at the same time. The online Volunteer Center would help the City better coordinate the use of volunteers, and create more opportunities for interested groups.

The online Volunteer Center will have drop-down menus with lists of volunteer opportunities available that would include a project description, date and number of volunteers required. In addition, there would be a calendar online that would allow an individual or group to see what projects are available on a given day.

There would be fillable PDFs for the City's "Volunteer Services Waiver and Release Agreement." It could also be downloaded and printed out.

The Volunteer Center will contain a link so volunteers who have a project idea that isn't listed can see if it is doable. This way we can better utilize the skills of our volunteers if they have a project to serve the City.

As needs arise for volunteers for special events or projects, those requests can be posted at the Volunteer Center. As an example, when the City hosted the Amgen Tour of California, we recruited volunteers online to staff different events and to help serve as course marshals. Currently the zoo has no problem recruiting volunteers, but there may be other areas in the City that have volunteer requests added in the future.

The volunteers would be recognized after completion of the project with their name listed after the project and with photos on the City Facebook page. Groups interested in "adopting" a park or project would have their names listed after the project in the drop-down menu. This would show other interested groups that while the particular project was taken, other similar projects are available.

Parks and Recreation would handle the "people" side of the Volunteer Center, acting as the point-of-contact for the public and directing them to the online Volunteer Center. The Parks and Recreation staff also would be able to answer questions and deal with inquiries regarding special projects. The Public Works Department would handle the "project" side, matching the number of volunteers to the project, making sure they have the necessary supplies, documenting the work and overseeing the website. .



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 21-061

Meeting Date: 1/25/2021

Report Prepared by: Jennifer Arellano, Recreation Supervisor, Parks and Recreation

SUBJECT: Discussion and Recommendation to the City Council on Ways of Making Parks More Youth Friendly

REPORT IN BRIEF

Discussion on making parks more youth friendly.

RECOMMENDATION

Recreation and Parks Commission- Adopt a motion recommending to city council specific changes to make parks more youth friendly.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Deny; or,
3. Continue to a future meeting (date and time to be specified in the motion).

DISCUSSION

Commissioner Cardona requested an item to discuss making parks more youth friendly, and to make a recommendation to City Council. It was tabled at the October 26, 2020 meeting, and is being brought back to the January 25, 2021 meeting for a discussion and recommendation.

ATTACHMENTS

1. Parks for Teens Article

Parks for Teens: 10 Features Teens Want to See

Published on 02-12-2015 at 10:08

<https://www.childinthecity.org/2015/12/02/parks-for-teens-10-features-teens-want-to-see/>

In many parts of the world, park designers have turned to nature play as a way to foster connections to nature, increase social and cooperative play, and facilitate more physical activity. In many instances, these parks are designed for pre-teen children.

Like more traditional playgrounds, these spaces often exclude teenagers through their design. Yet in a variety of projects facilitated by [Growing Up Boulder](#) – a child-friendly city initiative in Boulder, Colorado, USA – teens have requested parks where they feel welcome and that have design features that can integrate them into a broader public sphere. For example, in a participatory process with Junior Rangers involved in Boulder’s open space planning, teens found a city playground at the edge of open space land. Designed for much younger ages, teens found creative means to play with toddler swings and other equipment. In discussion, one of the teens said, “We want parks for teens, too. I am so tired of having moms yell at us.”



10 teen-friendly features:

The City of Boulder’s Parks and Recreation department and Youth Opportunities Advisory Board asked teens what features they would want to see in city parks. This list is also consistent with Growing Up Boulder’s participatory work with teens for public space planning and neighborhood design. Ten of the most consistent features teens in Boulder have requested for public space include:

1. **WiFi** – Teens repeatedly have said they would like a study space with shelter from rain and tables to work in groups. WiFi is a critical aspect of this, as well as for accessing music and other media with phones.
2. **Movie Nights** – Teens like the idea of a central performance space that can show a wide range of movies for all ages and interests.

3. **Food Trucks and Cafés** – From tacos to coffee, teens want access to affordable and diverse food options, representing a variety of cultures and food interests.
4. **Interactive Lighting and Art** – Teens are drawn to interactive spaces, whether they be interactive lights (as found in the New York City’s Pulse Park), or interactive sculptures that allow climbing or play. In response to a solar-powered giraffe sculpture, one teen suggested providing a whole field of African animals that were interactive, such as hippo that spits water or a crocodile to climb on. Importantly, teens not only wanted interactive art pieces (that light or are otherwise playful), but they also wanted places where the public could create the art, such as a graffiti wall, mural wall, or inspirational chalk board with questions such as “What do you love about Boulder?” or “What are your goals?” (Growing Up Boulder 2015).
5. **Play Spaces for both Children and Adults** – Many teens want to play, but do not feel free to do so in playgrounds designed with structured equipment for specific ages. Parks that mix play types are more effective at enabling teen play. For example, at Lizard Log Park, designed by Fionna Robbe in Western Sydney Parklands, Australia, large swings that require cooperation also facilitate more teen play. Other types of play spaces that teens request include fields for pick-up games of soccer or ping-pong tables. Younger teens consistently ask for more active forms of play, such as zip lines or parkour courses that allow risk taking (Growing Up Boulder 2015).
6. **Study Space** – As mentioned for WiFi in parks, teens repeatedly request places where they can hang out and complete school work together outside. These spaces could be simple picnic tables that have some shelter from the elements, a grove of trees with tables and benches, or a tree house for teens. In a public space planning project in Boulder, elementary students wanted a treehouse from which they could read, watch the creek, and listen to birds. At the end of the process, teens also said such a place was important for them, stating: “treehouses are for teens, too!” (Growing Up Boulder 2015).
7. **Trees, Flowers, Nature** – Teens also consistently say that they enjoy being in nature while spending time with their friends. In this case, nature often serves as a backdrop for other experiences, but is appreciated for its aesthetic and restorative qualities, nonetheless. Teens envisioned a study space in a grove of trees, which is part of the City of Boulder’s new Civic Area plan. Like many of the features in this list, teens wanted to see natural features integrated with other functions, such as studying. Some other examples include a koi pond or a pond with colored lights.
8. **Music Events** – In a small neighborhood park designed for and by teens in Malmö, Sweden, music was an integral feature. The park allows teens to hook up their own phone to a musical system with speakers, lights, and interactive benches, which allow teens to select music, hang out, and dance. There are time and volume limits on these features to respect the neighborhood’s needs for quiet and darkness at night. At times, we have heard from teens that they don’t go to parks because they are “for little kids.” When we showed them the park from Malmö, they said, “can we have one of those here, too?”
9. **Lighting and safety features** – Teen girls in particular, request lighting and emergency call boxes for safety. This can extend the length of time teens have access to the park and can also provide an enjoyable walk through public spaces instead of going around it during dusk or darkness.
10. **Water features** – Teens repeatedly request features for water play with younger siblings and friends as well as water fountains for sound and visual interest. This can be highly designed fountains, such as the Crown Fountain in Millennium Park, Chicago or simple creek play, with boulders to hop across. Many teens with roots in Latin America particularly like fountain features, which bring a cultural consistency from many Latin American plazas.

Fortunately, many of these features are part of contemporary public space designs. As an example, the City of Boulder's recent master plan also incorporates many of these features. A challenge is thinking about how to integrate these features into other public spaces and small parks throughout a city so that teens feel welcome wherever they go.



Why parks are important for teens

As the world's cities become increasingly dense, concerns have emerged at decreasing allocation, types of social interactions, and inclusivity of public space (Day and Wagner 2010, Madanipour 2010). Young people, in particular, are less tolerated in public spaces (Day and Wagner 2010) and can be marginalized in public processes for these spaces (Vivoni 2013). Teen girls, in particular, are isolated from public space (Loukaitou-Sideris and Sideris 2010).

Many people assume that teens want to be separated from the rest of society, but child-friendly research has not found this to be true: teens want to be integrated into public spaces, and they want to see public spaces designed for everyone (Bourke 2015, Breitbart 2014, Derr and Kovács in press). This is particularly significant in the context of adolescent development. When we isolate teenagers from other age groups and parts of society, we increase teen alienation, indifference, dysfunction, and antagonism in the younger generation (Bronfenbrenner and Condry 1970). And it goes against what teens consistently request, which is a place for all ages.

Author: Victoria Derr

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ADMINISTRATIVE REPORT

File #: 21-077

Meeting Date: 1/25/2021

Report Prepared by: Michelle Reid, Recreation Supervisor, Parks and Recreation

SUBJECT: Review and Approve Draft Request for Interest for Lease of the McNamara Youth Center and the Stephen Leonard Youth Center

REPORT IN BRIEF

Review and approve draft Request for Interest for McNamara Youth Center and Stephen Leonard Youth Center contracts.

RECOMMENDATION

Recreation and Parks Commission- Adopt a motion approving the draft Request for Interest for McNamara Youth Center and Stephen Leonard Youth Centers

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Deny; or,
3. Continue to a future meeting (date and time to be specified in the motion).

DISCUSSION

At the September 28, 2020 Recreation and Parks Commission meeting the decision of the commission was to proceed with a request for interest process for both youth centers at the conclusion of the current lessees' contracts. After reviewing this decision, and evaluating the lack of notice given to the youth centers, and the inability of the centers to operate during the COVID-19 pandemic, staff asked the Parks & Recreation Commission to reconsider its previous recommendation, and recommend an extension of the current leases to June of 2021 and to begin the request for interest process for both centers in March 2021. New leases would then begin in the new fiscal year, July 2021. With this change, all leases for youth centers would be on the same annual time frame. The Commission approved the extension and the current providers were given notice of the new lease term.

Staff has prepared for your review, a draft Request for Interest (RFI) for both youth centers and a new application was created, allowing prospective users to apply online. Staff will release the Requests for Interest in mid-February, instead of March, to give applicants a few more weeks to prepare a proposal. The submission deadline will be March 31, 2021. Applications will be presented to the Commission in April for its review and recommendation.

ATTACHMENTS

1. McNamara Youth Center RFI
2. Stephen Leonard Youth Center RFI
3. Youth Center Provider Application



REQUEST FOR INTEREST: *McNamara Park Community Center*



OVERVIEW:

Merced is seeking a qualified non-profit group or organization to operate and provide programming, primarily for youth, at the McNamara Park Community Center. The City will provide use of the building at no cost to the provider and will pay up to \$7,500 a year in utility costs.

The City is open to a wide variety of youth-oriented programming at the site that could include, but is not limited to:

Safe Haven After School program, youth center, enrichment classes, teen parenting classes, job training, educational assistance and other programming to serve the residents of Merced.

THE SITE:

The Community Center is located at 1040 Canal Street., on a community park with a playground, picnic shelter, multi-use grass playing field, two artificial turf fields, a pool, basketball court and splash pad. The Community Center is located in an ethnically and culturally diverse neighborhood.

The Community Center is an approximately 2,240-square-foot facility with three large multi-purpose rooms, restrooms, a kitchen and office space.

QUALIFICATIONS/REQUIREMENTS:

In order to give maximum flexibility to the winning provider, a group can submit an application individually or jointly with other groups. Qualifications and requirements for the successful provider:

- 501 (c)3 status tax status with the Internal Revenue Service
- \$1 million insurance policy listing the City as an additional insured
- Have been in existence for at least 6 months

Operation after school and during summer vacation is expected, between the hours of 2:00pm to 7:00pm, Monday – Friday.

The provider will be expected to perform the routine cleaning and maintenance of the facility at their expense, including adherence to COVID-19 cleaning guidelines if applicable. The provider also is expected to provide a monthly report of activities to the City.

Applications will be evaluated to ensure they meet the City's requirements and qualifications. In the event of competing applications from similar organizations, groups will be encouraged to form a joint application.

The deadline for Request for Interest applications is noon, Wednesday, March 31, 2021.

(The deadline may be extended if there are no qualified applicants.)

APPLY NOW

Applications are available on our website (www.cityofmerced.org/departments/parks-community-services) or at the City of Merced Parks and Community Services office located at 632 W. 18th St., Monday through Friday between the hours of 8:00 a.m. and 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. For further information on the Center, contact Michelle Reid, Recreation Supervisor, at 209-385-6895.



REQUEST FOR INTEREST: *Stephen Leonard Park Community Center*



OVERVIEW:

Merced is seeking a qualified non-profit group or organization to operate and provide programming primarily for youth at the Stephan Leonard Park Community Center. The City will provide the use of the building at no cost to the provider and will pay up to \$7,500 a year in utility costs.

The City is open to a wide variety of youth-oriented programming at the site that could include, but is not limited to:

Safe Haven After School program, youth center, enrichment classes, teen parenting classes, job training, educational assistance and other programming to serve the residents of Merced.

THE SITE:

The Community Center is located at 640 T Street, in a neighborhood park with a playground, picnic area, basketball court, grass play area, skate park and splash park. The Community Center is located in an ethnically and culturally diverse neighborhood and is across the street from Sheehy Elementary School, grades K-6.

The Community Center is an approximately 3,856-square-foot facility with a game room, lounge room, equipment room, an office, restrooms, kitchen, storage rooms

and janitor closet.

QUALIFICATIONS/REQUIREMENTS:

In order to give maximum flexibility to the winning provider, a group can submit an application individually or jointly with other groups. Qualifications and requirements for the successful provider are:

- 501 (c)3 status tax status with the Internal Revenue Service
- \$1 million insurance policy naming the City as beneficiary
- Have been in existence for at least 6 months.

Operation after school and during summer vacation is expected, between the hours of 2:00pm to 7:00pm Monday – Friday.

The provider will perform the routine cleaning and maintenance of the facility at their expense, including adherence to COVID-19 cleaning guidelines if applicable. The provider also is expected to provide a monthly report of activities to the City.

Applications will be evaluated to ensure they meet the City's requirements and qualifications. In the event of competing applications from similar organizations, groups will be encouraged to form a joint application.

The deadline for Request for Interest applications is noon, Wednesday, March 31, 2021.

(The deadline may be extended if there are no qualified applicants.)

APPLY NOW

Applications are available on our website (www.cityofmerced.org/departments/parks-community-services) or at the City of Merced Parks and Community Services office located at 632 W. 18th St., Monday through Friday between the hours of 8:00 a.m. and 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. For further information on the Center, contact Michelle Reid, Recreation Supervisor, at 209-385-6895.



Fiscal Year 2021
YOUTH CENTER PROVIDER
APPLICATION

Program Title: _____

Agency Name: _____

INSTRUCTIONS

Enter an "X" next to each item below as you complete it.

Please note: Incomplete application packets will be returned for missing items.

APPLICATION CHECKLIST

<i>The following must be submitted to be considered for funding:</i>	
	Application for Funding
	Appendix A: Narrative of Project
	Appendix B: Program Implementation
	State and Federal Tax Exemption Determination Letters
	Copy of Insurance Certificate

OPTIONAL DOCUMENTS: Not required from any applicant, but enter an "X" next to the items included in your application submittal

	Exhibits: These refer to no more than two 8.5" X 11" pages of exhibits that you may use to supplement your application materials. You may include photographs, charts, pictures, conceptual drawings, and/or anything else you consider suitable within the 2-page limit (may be in color or black and white).
	Letters: You may submit up to 3 letters of support for your project as part of your application submittal.



Program Information

<i>Funds already secured for program</i>		<i>Miscellaneous funds not listed</i>	
<i>Funds not yet secured for program</i>		<i>Donations for program (does not have to</i>	
<i>Total cost to conduct the program</i>		<i>be money – est. value of donation)</i>	

Program Information

Youth Center Site(s) Requested:

<i>Provide a concise description of the proposed program. Space for a fuller narrative is provided in Appendix A.</i>

Anticipated start date:		Anticipated end date:	
-------------------------	--	-----------------------	--

Program days/hours of operation:	
----------------------------------	--

Provide statistics and other supporting documentation that support program viability:

[Type response here]

List each service provided by the program. For each service, indicate whether it is new or an expansion of an existing service:

[Type response here]

List up to three outcomes of the program (at least one is required):

[Type response here]

1.15. Will the project collaborate with other service providers in the community? If yes, list them and briefly describe the collaboration:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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[Type response here]



Applicant Information

Applicant contact name:					
Type of agency:	<input type="checkbox"/> 501(c)(3)	<input type="checkbox"/> Gov't./Public	<input type="checkbox"/> For Profit	<input type="checkbox"/> Faith-Based	<input type="checkbox"/> Other:
Number of paid staff:			Tax ID number:		
Number of volunteers:			Annual operating budget:		

Agency Capacity

Who will be the person responsible for the overall oversight of the program?	
Name of person:	
Title of person:	
E-mail address:	
Telephone number:	
Alternate phone:	

Who will be the alternate person responsible for the overall oversight of the program?	
Name of person:	
Title of person:	
E-mail address:	
Telephone number:	
Alternate phone:	

Who will be the person responsible for the day-to-day operations and management of the program? (DO NOT COMPLETE IF SAME AS ABOVE)	
Name of person:	
Title of person:	
E-mail address:	
Telephone number:	
Alternate phone:	

List the evaluation tools your agency plans to employ to track and monitor the program.

[Type response here]

Agency Experience

Briefly explain your agency's experience and major accomplishments in providing services to the community. You may expand in Appendix A.

[Type response here]

Back-Up Plan

6.1. Will your agency still implement this program should a City site not be awarded?
If yes, how will the implementation be achieved?

☐

Yes

☐

No

[Type response here]

If awarded, how will your agency continue this program when the lease agreement expires?

[Type response here]

Appendix A: Narrative of Project (Max Length: 2 Pages)

In two pages or less, explain your proposed program and make the case why it should be awarded a site:

[Type response here]

Appendix B: Program Implementation

Provide a listing of the specific tasks or activities needed to implement the proposed program. Number each task or activity, and provide a brief description. Add additional rows as needed.

[illegible]



ADMINISTRATIVE REPORT

File #: 21-062

Meeting Date: 1/25/2021

Report Prepared by: Jennifer Arellano, Recreation Supervisor, Parks and Recreation

SUBJECT: Information and Discussion Regarding the Grant Funding Awarded to the Boys and Girls Club, the Current Lease Agreements for the McCombs Youth Center, the Current Contract for Summer Camp Services, and Information Regarding the Process for Applying for Grant Funding Opportunities

REPORT IN BRIEF

Discussion regarding the current contracts with the Boys and Girls Club

RECOMMENDATION

Information only-no action needed.

DISCUSSION

At the October 26th Recreation and Parks Commission meeting, Chair Valente Huitron requested an item to discuss the history of the annual grant to Boys and Girls Club for summer camp programming and wanted to know how other organizations could apply for similar funding. The item was discussed at the November 23, 2020 meeting. Chair Valente Huitron requested the item be returned on the next agenda, January 25, 2021. Additionally, Commissioner Eric Moore requested to see the current lease agreement for the McCombs Youth Center and the current contract for summer camp services. Both of those contracts are attached.

In past budget cycles, the selection process for community funding awards had been facilitated by the City Manager. Moving forward, the City Manager is seeking direction from the City Council to implement a process that complies with City purchasing policies and best practices, ensuring equitable access for all groups seeking funding. Once this process has been established it will be shared with the Recreation & Parks Commission, as well as the community at large.

ATTACHMENTS

1. Boys and Girls Club Lease Agreement
2. Boys and Girls Club Summer Camp Agreement

**CITY OF MERCED
MCCOMBS YOUTH CENTER BUILDING**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 16TH day of JULY, 2018, 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 called "Lessor") and the Boys and Girls Club of Merced, a California Corporation, whose address of record is 615 West 15th Street, Merced, California 95340 (hereinafter called "Lessee").

RECITALS

WHEREAS, the Lessor is the owner of the McCombs Youth Center building located at 615 West 15th Street in the City of Merced, the County of Merced and the State of California; and

WHEREAS, the Lessee is a Nonprofit Youth Organization that is recognized as tax-exempt under Section 501, subdivision (c)(3) of the Internal Revenue Code; and

WHEREAS, the Lessee desires to lease the McCombs Youth Center Building for the purpose of conducting public youth related programs and activities, as described in part and in further detail in Exhibit "C," attached hereto, which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1. DEFINITION OF FACILITY. The leased premises consist of the certain building known as the McCombs Youth Center Building which is located at 615 West 15th Street, Merced, California, and which is more fully described in Exhibits "A" and "B" attached hereto, both incorporated herein by reference. Said leased premises are hereinafter referred to as the "Facility."

2. FACILITY. The Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein, the Facility which is situated in the City of Merced, County of Merced, State of California, together with all improvements thereon and appurtenances thereto, and

subject to the conditions set forth herein, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Facility.

3. TERM. The term of this Lease shall be for a period of three (3) years,(said term hereinafter called the "Lease Term"). The Lease Term and the rent shall commence upon mutual execution of this Lease, and shall continue for thirty-six (36) months thereafter.

In addition, Lessor and Lessee agree to discuss a three (3) year extension of the Term of this Lease with said discussion commencing twelve (12) months prior to expiration of the initial Lease Term.

4. RENT. In exchange for Lessee's public youth related programs and activities at the Facility, the Facility is leased to Lessee without any monetary payment to Lessor, subject to the terms and conditions set forth in the Lease.

5. USE. During the term of this Lease, and any renewal hereof, Lessee shall use the Facility as a public Youth Center, as set forth in Exhibit "C" attached hereto.

Lessee is guaranteed an annual minimum of 1,040 hours of use from 3:00 p.m. to 7:00 p.m. Monday through Friday for Boys and Girls Club programming as required by their national charter. Lessor is guaranteed an annual minimum of 400 hours a year, which may be used Monday through Friday and as needed on Saturday and Sunday for the operation of its recreational basketball league(s), see Exhibit "D" attached hereto. In no event shall an adult event displace a previously scheduled youth activity.

Any other use of the facility by Lessor or Lessee will be subject to mutual agreement. Lessee and Lessor shall maintain a joint online calendar showing their respective reservations and scheduled uses of the Facility. Both shall regularly update the joint calendar in a timely manner with any cancellations or changes. Lessor shall be responsible for any costs associated with the online calendar.

Lessee shall not commit or permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Facility or any part thereof.

6. REPAIRS, MAINTENANCE AND UTILITIES.

a. Lessor shall provide and pay for building maintenance and repair of the Facility, including, but not limited to, the structure, exterior roof, and exterior side walls.

b. Lessee shall pay total cost of water, sewer, electricity and other utility services for the exterior and interior area of the Facility, as well as janitorial and landscaping services for the Facility.

c. Lessee shall interview and hire janitorial and landscaping service contractors who shall be approved by Lessee's Board of Directors, provided, however, that Lessee may only interview and hire a landscaping service contractor from a list of qualified candidates that are preapproved by Lessor.

d. Commencing July 1, 2018, through June 30, 2019, Lessor shall reimburse Lessee the sum of up to Two Thousand Nine Hundred Sixteen Dollars and Sixty-Six Cents (\$2,916.66) per month to offset Lessee's repairs, maintenance and utility expenses. Lessee shall provide to Lessor full documentation of their payment of any and all expenses relating to monthly repairs, maintenance, electricity, natural gas, alarm services, landscaping services, janitorial service, and City of Merced utility expenses for which Lessor is providing reimbursement to Lessee.

7. ALTERATIONS AND IMPROVEMENTS. Lessee shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

a. No alterations or improvements made by Lessee shall in any way impair the structural stability of the Facility or diminish the value of the property;

b. Any and all alterations or improvements shall be first approved in writing by the Lessor, but said approval shall not be unreasonably withheld by Lessor;

c. Lessee shall keep the Facility and every part of the Facility free and clear of any mechanics' liens or materialmen's liens arising out of the construction of any such alterations or improvements.

d. All alterations and improvements made to the Facility shall become the property of the Lessor and shall remain on and be surrendered with the Facility at the expiration or sooner termination of this Lease or any renewal or extension of this Lease.

e. Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Facility caused by Lessee's removal of its personal property, trade fixtures, or equipment, but Lessee shall have no obligation to remove such items from the Facility at any time.

8. MECHANICS LIENS. The Lessor and Lessee agree to keep the Facility free from any and all claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the benefit of the Facility and Lessor and Lessee further agree to hold each other harmless from any and all claims.

9. DAMAGE/DESTRUCTION. If the Facility is damaged or destroyed in whole or in part by fire or other casualty, Lessor shall repair and restore the Facility to a good tenantable condition. All rent shall wholly abate in case the entire Facility is untenable, or shall abate pro rata for the portion rendered untenable in case a part only is untenable, until the Facility is restored to a tenantable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond Lessor's reasonable control. If Lessor shall not commence such repair or restoration within thirty (30) days after such damage or destruction shall occur or if repair or restoration will require more than one hundred twenty (120) days to complete, Lessor or Lessee may thereafter, at its option, terminate this Lease by giving written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

Notwithstanding any other provisions of this section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Facility in the event of damage or destruction of said property.

10. FIRE INSURANCE. Lessee shall maintain fire insurance in full force and effect during the Lease Term and any renewal hereof, which shall include coverage against loss or damage to the Facility in the amount of not less than ninety (90) percent of its full insurable value, against perils included within the classifications of fire, extended coverage, vandalism, malicious mischief and special extended perils.

11. INSURANCE. Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the leased premises and Facility. The cost of such insurance shall be borne by the Lessee. The insurance coverage shall be at least as broad as:

- (1) Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence form CG 00 01);
- (2) Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance;
- (3) Property insurance against all risks of loss to any tenant improvements or betterments.

The Lessee shall maintain limits no less than:

General Liability:

- (1) \$1 million per occurrence for bodily injury, personal injury, death (including accidental death) and property damage. In addition, general liability insurance of not less than \$2 million for bodily injury, personal injury or death (including accidental death) of two or more persons as a result of any one accident or incident; and,
- (2) \$500,000.00 for damage to or destruction of any property of others;

- (3) Property insurance for full replacement cost with no coinsurance penalty provision.

The insurance shall:

- (1) Insure against all liability of Lessee and its authorized representatives arising out of or in connection with Lessee's use or occupancy of the Facility.
- (2) Insure performance by Lessee of the indemnity provisions of paragraph 25.
- (3) Provide that Lessor be named as an additional insured and contain cross-liability endorsements. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The City will be named as an additional insured using ISO form CG 20 10 11 85 the same form with an edition date no later than 1990.
- (4) Be considered by the parties hereto as the primary insurance.
- (5) Contain an endorsement requiring a minimum of thirty (30) days written notice to the City Clerk of Lessor from the insurance company before cancellation or change in the coverage, scope, or amount of any policy. The mailing address for the City Clerk's Office is:

City of Merced Attn: City Clerk
678 West 18th Street
Merced, California 95340

The Lessee shall furnish a Certificate of Insurance with the City Clerk evidencing the aforesaid coverage prior to the commencement of the Lease Term. Lessee shall also annually furnish copies of Certificates of Insurance to the City Clerk upon renewal of the insurance required by this section throughout the duration of the Lease Term or any extension thereof.

Lessee agrees that, except where prohibited by law, any workers' compensation insurance policy of Lessee covering operations on the Facility shall include a waiver of any right or subrogation which any insurer of the Lessee might

otherwise acquire against the Lessor by virtue of payment of any loss under such insurance.

Notwithstanding the above, it is further agreed to between the parties hereto that the limits of insurance coverage specified above are the minimum amounts required and shall be subject to revision by the Lessor from time to time if a need is indicated. The Lessor hereby agrees to act reasonably at all times with respect to the provisions of this paragraph.

12. **WAIVER OF SUBROGATION.** Lessor and Lessee and all parties claiming under or through them hereby mutually release and discharge each other, any other tenants or occupants of the Facility, and the officers, employees, agents, representatives, customers and business visitors of Lessor or Lessee or such other tenants or occupants, from all claims, losses and liabilities arising from or caused by any hazard covered by insurance on or in connection with the Facility, even if caused by the fault or negligence of a release party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

13. **EXTERIOR SIGNS.** Any and all signs or advertisements of any nature extending into, on, or located over the Facility, shall conform to all City of Merced, California, zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by Lessor shall not be unreasonably withheld, as to location, graphics type, content, architectural or engineering standards.

14. **TAXES.** The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

Unless otherwise provided by this Section, the Lessee shall pay the Lessor any other taxes, assessments, or fees, which the Lessor may become obligated to pay in connection with the ownership or maintenance of the Facility.

15. **ASSIGNMENT AND SUBLETTING.** Lessee shall not encumber, assign, sublet, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Facility, for a longer period than six (6) months without the prior written consent of Lessor. A consent of Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting in violation of the requirements hereof, whether it be voluntary or involuntary, by operation of law, or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

The consent of Lessor to any assignment of Lessee's interest in this Lease or the subletting by Lessee of the Facility, shall not be unreasonably withheld or delayed.

16. **TERMINATION OF LEASE.**

a. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on ninety (90) days' prior written notice.

b. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this Lease prior to expiration of the term or renewed or extended term hereof as follows:

- (1) If the Lessee is in default or breach of this Lease, as specified in Section 18 of this Lease or as otherwise provided by law; or
- (2) Upon sixty (60) days' notice without cause.

17. COMPLIANCE WITH LAWS. During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State, County, and City statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Facility, and the operation of the Facility as a youth center.

18. DEFAULT/REMEDIES – LESSEE.

The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

a. The failure by Lessee to make any payment required to be made by Lessee hereunder, as and when due, where the failure is continuous for a period of twenty (20) days after written notice thereof from Lessor to Lessee.

b. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection (a), of this section (18), where the failure continues for a period of thirty (30) days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

c. The making by Lessee of any general assignment, or general arrangement for the benefit of creditors.

d. The filing by Lessee of a petition to have Lessee adjudged as bankrupt.

e. The judicial declaration of Lessee as bankrupt.

f. The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if possession is not restored within thirty (30) days.

g. The attachment, execution or other judicial seizure of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if the seizure is not discharged within thirty (30) days.

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate.

If Lessee breaches this Lease or is in default, as provided above, the Lessor may terminate this Lease upon written notice as provided herein. On such termination, the Lessor may recover from Lessee:

- (i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been unreasonably avoided;
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided; and
- (iv) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform his obligations under this Lease, or which in the ordinary course of things would likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the legal rate. The worth at the time of award of the amount referred to in paragraph (iii) of this subsection is computed by discounting such amount at the legal rate of interest.

Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease, unless the breach by Lessee constitutes a breach and abandonment of the Lease, in which case the Lessor may enforce all its rights and remedies except its right to recover rent as it becomes due.

For the purposes of this Lease, acts of maintenance or preservation or efforts to relet the Facility do not constitute a termination of Lessee's right to possession.

The rights of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of the Lessor to equitable relief where such relief is appropriate.

Nothing in this Lease affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry, and forcible detainer. If Lessor brings an action in unlawful detainer, and possession of the property is no longer an issue because possession of the property is delivered to Lessor before trial or, if there is no trial, before judgment is entered, unless Lessor amends the complaint to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an unlawful detainer, forcible entry, or forcible detainer action as described hereinabove does not affect Lessor's right to bring a separate action for relief on termination, or in equity; but no relief shall be requested and no damages shall be recovered in the subsequent action for any detriment for which claim for damages was made and determined on the merits in the previous action.

Efforts by the Lessor to mitigate the damages caused by Lessee's breach of this Lease do not waive the Lessor's right to recover damages under this section.

Nothing in this section affects the right of the Lessor to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage as provided in Section 25 of this Lease.

19. DEFAULT/REMEDIES – LESSOR.

Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above, elect to terminate this Lease upon giving thirty (30) days' written notice to Lessor of its intention to do so. In that event, this Lease

shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default. The foregoing shall be Lessee's sole remedy in the event of a breach by Lessor.

20. CONDEMNATION. If all of the Facility or any portion thereof is taken under the power of eminent domain, sold under the threat of the exercise of said power, or disposed of to satisfy federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

Any award or payment made upon condemnation of all or any part of the Facility shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's trade fixtures or removable personal property.

21. SEVERABILITY. No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation.

22. BINDING EFFECT. This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns.

23. ASSUMPTION BY NEW OWNER. If the City of Merced transfers any interest in the Facility to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all the rights and duties specified in this Lease.

24. SURRENDER. Lessee agrees to take good care of the Facility and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, in as good condition as at the commencement of this Lease, normal wear and tear, unavoidable accidents and damage by casualty excepted.

If Lessee fails to surrender the Facility upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

25. INDEMNITY. Lessee shall indemnify, defend (with legal counsel selected by Lessor) and hold harmless, Lessor and its officers, employees and agents from any and all claims or demands, actions, damages, costs and expenses for injuries to persons or property arising out of the negligence or improper acts or omissions of Lessee, its agents, officers or employees which are connected with or incident to Lessee's operations, use or occupancy at or of the Facility or Lessee's sublease of the Facility, or occurring on the Facility during the term of this Lease or any time of occupancy of the Facility by Lessee and/or Lessee's sublessee, including claims, liabilities, and actions based upon nuisance or inverse condemnation. Upon demand from Lessor, Lessee shall, at its own cost and expense, indemnify, protect, defend (with legal counsel selected by Lessor), and hold harmless Lessor and its officers, employees, and agents against any and all such liabilities, claims, demands, actions, losses, damages, and costs. It is understood and agreed that the duty of Lessee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Lessor of insurance certificates and endorsements required under this Lease does not relieve Lessee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Lease 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 Lease, Lessee acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

26. COVENANTS AGAINST DISCRIMINATION. The Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that any deed or deeds shall contain the following covenants.

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, disability, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy of tenants, lessees, sublessees, subtenants or vendees in the Facility herein leased.”

27. NOTICES. All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor: City of Merced
c/o City Manager
678 West 18th Street
Merced, CA 95340

Copy to: City Attorney
City of Merced
678 West 18th Street
Merced, CA 95340

Lessee: Boys and Girls Clubs of Merced County, Inc.
P.O. Box 470
Merced, CA 95341

28. ENTIRE AGREEMENT. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

29. VALUE. There is in-kind value to the lease of the McCombs Youth Center, a 17,405 square foot building with office, activity rooms, a catering kitchen, and a 7,400 square foot high school sized gymnasium, the only gym currently in a City-owned park facility. In 2018, the lowest lease rate of a City-owned facility in Downtown Merced was \$1.25 per square foot for the Bell Station and the Transpo Center. The Economic Development Department for the City of Merced indicates that in the year 2018, there were some private properties in Downtown Merced available for lease without utilities for \$1.15 per square foot. Based on those estimates, an approximate in-kind value of the lease of the McCombs Youth Center during the year 2018 would be in the range of \$240,189.00 to \$261,075.00 per year.

30. RECORDS. It is understood and agreed that all files, studies, financial records, computer records, data and other papers, etc., in possession of the Lessee relating to the matters covered by this Lease shall be the property of the

Lessor and Lessee agrees to deliver same to the Lessor upon request or upon any termination of this Lease. Lessee shall also prepare any reports regarding expenditures and performance required by the Lessor.

The Lessee shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services or expenditure or disbursement charges to the Lessor for a minimum of three (3) years, or for any longer period as required by law, from the date of final payment. 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 Lessor.

31. **COMMUNICATION.** In an effort to foster open communications, Lessee's staff and Lessor's staff will hold regular meetings to discuss operations and items of mutual concern. Those meetings will be held at least every other month.

In addition, the meeting schedules and agendas for the Merced City Council and the Merced City Recreation and Parks Commission are posted on Lessor's website. These documents can be emailed to Lessee if they register for an electronic subscription of these documents on the City's website. To keep Lessor informed about activities at the Boys and Girls Club, Lessee shall provide copy of the Director's monthly and annual reports, and Lessee shall make a quarterly report of the Boys and Girls Club activities to the Merced City Council.

32. **CONTRACT REVIEW.** Throughout the term of this Lease, in the month of December of each year of the Lease Term, Lessor's staff and the staff of Lessee will meet to discuss the Lease with the Lessee to determine if there are any changes or modifications that the parties believe should be made. If there are proposed changes, they can be brought before the City Council prior to the start of the new fiscal year.

33. **USE OF CITY NAME AND LOGO.** All notices, pamphlets, press releases, research reports, and similar documents prepared and released by Lessee shall include the following statements: "The Boys and Girls Club is a partner with the City of Merced" or "This activity is funded in part by the City of Merced under a Contract with the City of Merced." The website for the Boys and Girls Club shall include the City logo when possible.

34. MISCELLANEOUS.

(a) Attachments, Headings, Terms. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The work or words enclosed in quotation marks shall be construed as defined terms for purposes of this Agreement. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

(b) Attorney's Fees. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by losing party as fixed by the court.

(c) Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

(d) Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

(e) Time of Essence. Time and specific performance are each of the essence of this Lease.

(f) Choice of Law. Lessor and Lessee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Lease and also govern the interpretation of the Lease without regard to any applicable conflicts of law, including matters of construction, validity, and performance.

(g) The parties agree that jurisdiction and venue for any legal challenge to the provisions of this Lease or the enforcement of the rights or obligations hereunder shall be brought in the state Superior Court in the County of Merced.

(h) This Lease contains the complete, final, entire, and fully integrated understanding and agreement between the parties hereto. All prior negotiations, understandings, writings, and oral agreements pertaining to the subject matter

hereof are superseded by this Lease. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Lease. All prior discussions, negotiations, and understandings have been and are merged and integrated into, and are superseded by, this Lease.

(i) This Lease may be amended only in writing, signed by the Lessor and Lessee.

(j) This Lease has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel in the negotiation and drafting of this Lease. 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 Lease against the party that drafted this Lease is of no application and is hereby expressly waived.

(k) Failure of any party to insist upon strict observance of, or compliance with, all of the terms of this Lease in one or more instances shall not be deemed a waiver of that party's right to insist upon such observance or compliance with the other terms of the Lease. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Lease.

(l) This Lease 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.

(m) The person or persons executing this Lease on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Lease on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

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IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be fully executed on the date first herein written.

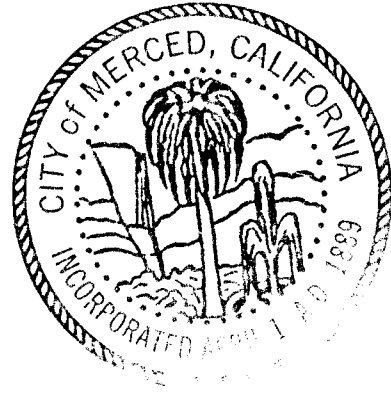
LESSOR:

CITY OF MERCED
A California Charter Municipal Corporation


BY: 
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

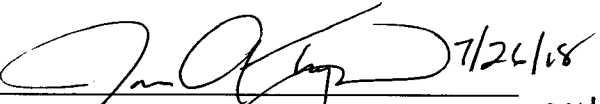
BY: 
Assistant/Deputy City Clerk



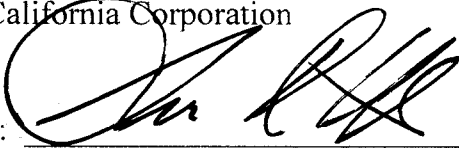
APPROVED AS TO FORM:

BY:  6/5/18
City Attorney Date

3000008 PO#131518
ACCOUNT DATA:

BY:  7/26/18
Verified by Finance Officer v-6214
Funds Available mm 7/26/18
024-1201-542-17-00 \$35,000.00
R 7/26/18 DO ME FL 7/26/18
{Signatures continued on next page}

LESSEE:
BOYS AND GIRLS CLUB OF MERCED,
A California Corporation

BY: 
(Signature)

Lincoln Ellis
(Print name)

Its: _____

BY: _____
(Signature)

(Print name)

Its: _____

Taxpayer I.D. No. 77-035-7487

ADDRESS: P.O. Box 470
Merced, CA 95341

TELEPHONE: (209) 722-9922

DESCRIPTION

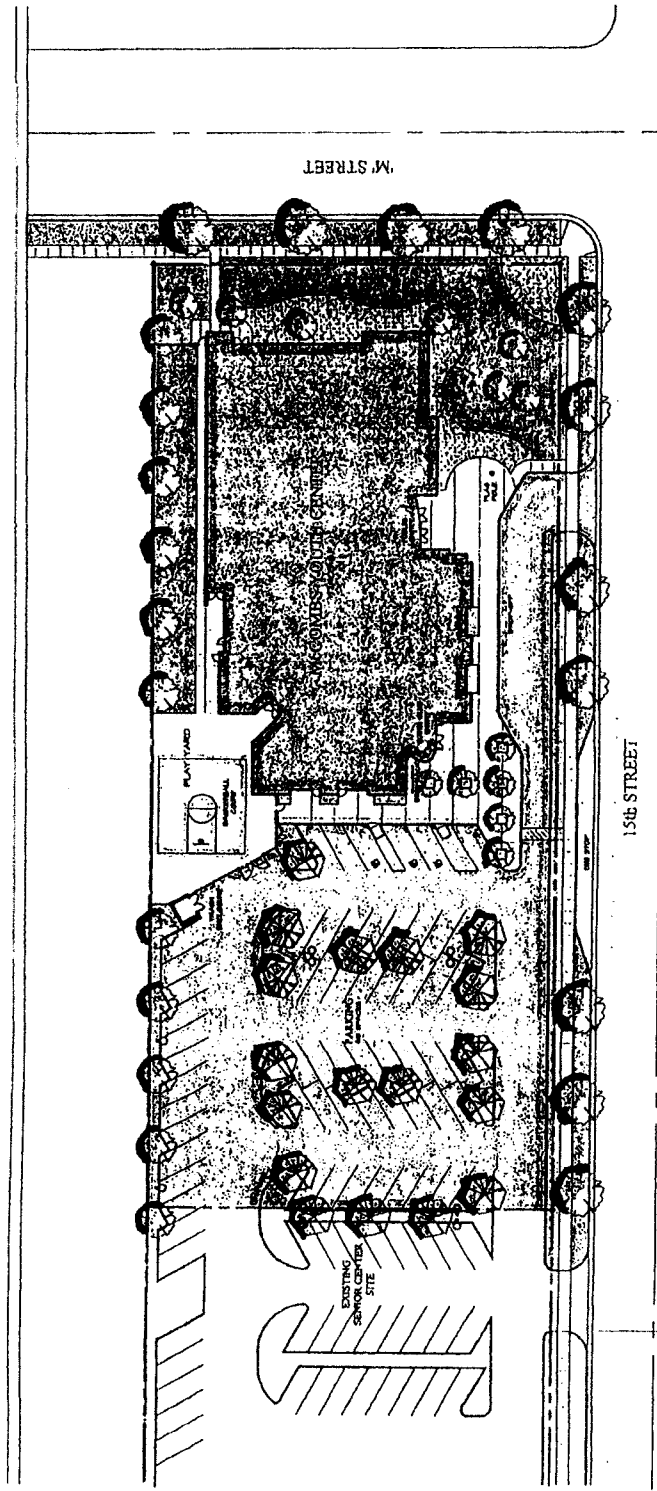
Order No: 008008274 - DK

All that portion of the railroad reservation shown as Visalia Division Central Pacific Railroad on a map entitled "MAP OF THE CITY OF MERCED AND SUBDIVISIONS OF ADJOINING ACREAGE PROPERTY", recorded in Volume 2, Official Plats, Page 59, Merced County Records, and as shown on map entitled, "RECORD OF SURVEY FOR MERCED CITY REDEVELOPMENT AGENCY", recorded in Vol. 24 of Survey Maps at page 34, Merced County Records, said area being more particularly described as follows:

COMMENCING at a point that is the intersection of the North line of a road now known as West 15th Street and the West line of a road now known as "M" Street, said point being the true point of beginning; thence the following courses and distances:

North 65°18'57" West, 400.00 feet;
North 24°40'39" East, 170.00 feet;
South 65°18'57" East, 400.00 feet;
South 24°49'39" West, 170.00 feet
to the point of beginning

Portion of Assessor's Parcel Number: 031-360-030



⊙ SITE PLAN

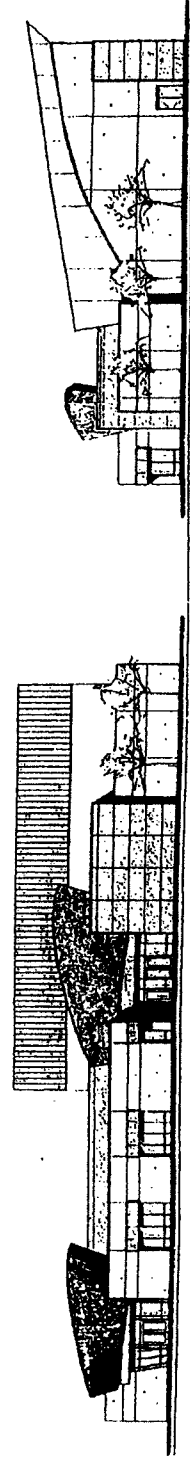
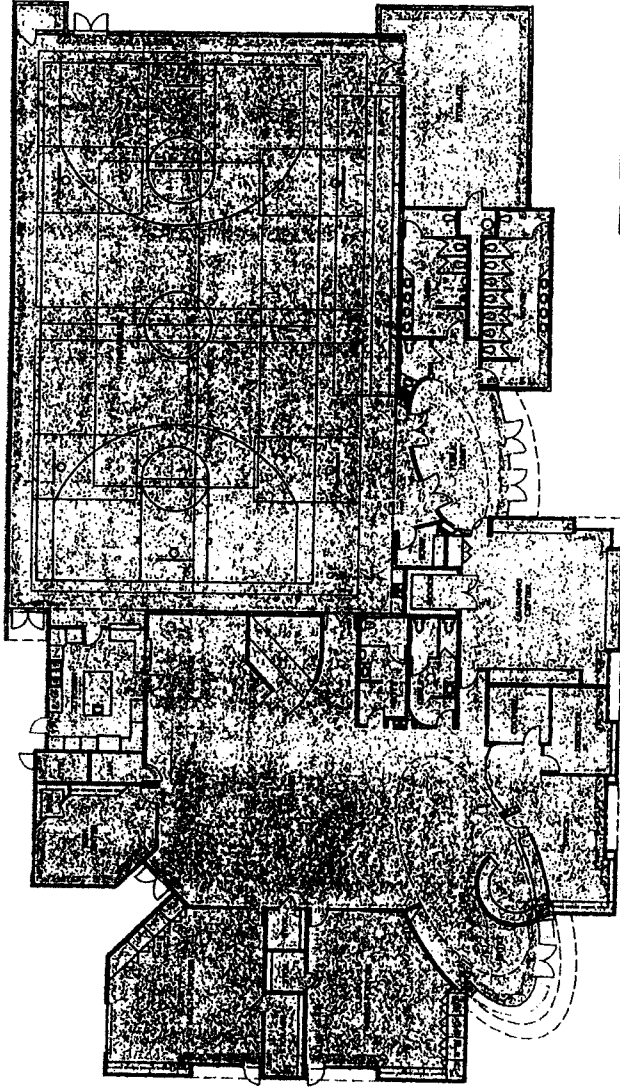
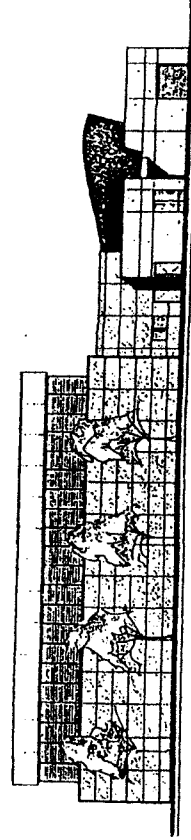


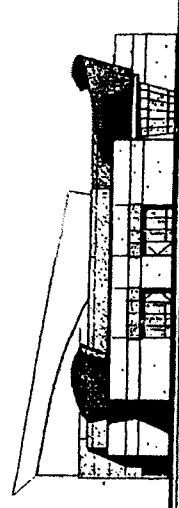
EXHIBIT B



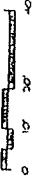
Ⓢ FLOOR PLAN



NORTH ELEVATION



WEST ELEVATION



A. Generally: The Boys & Girls Club shall provide youth services to the public, including but not limited to: recreation, academic programs, and drop in programs. The Club shall provide adequate professional and trained staff on site at the Youth Center to deliver these programs.

B. Mission: The mission of the Youth Center provides a general guide to services, and other requirements shall be interpreted in light of the missions:

Provide a youth center in Merced offering diverse programs and recreation for all the community's youth, through a partnership between the city and other organizations.

Boys & Girls Club of Merced County Mission: "To inspire and enable all young people, especially those who need us most to realize their full potential as productive, responsible and caring citizens."

C. Priorities: Priorities for the Youth Center use shall be:

1. Low cost youth activities offered by the Boys & Girls Club and the City of Merced
2. Free youth activities offered by other youth serving organizations
3. Paid youth activities offered by youth serving public or nonprofit organizations
4. Adult recreation
5. Community groups on a rental basis

D. Policies for Use: The following policies shall generally guide the provision of services in the Youth Center by the Boys & Girls Club:

1. At no time will an adult activity be allowed to displace a youth activity.
2. No youth will be turned away due to inability to pay; guest will be allowed by the Boys & Girls Club on a limited basis.
3. Facility will be available to the City for municipal purposes, without charge.
4. Other youth serving organizations will be encouraged to use the facility.
5. Although a Youth Center, some adult programs may occur as some times. Adult activities and youth activities will be strictly separated; youth only times will be established.
6. Policies will be adopted for short and long-term rental to community groups and private organizations. These policies will be consistent with the Youth Center mission. Uniform rental rates will be established.

**CITY OF MERCED
PARKS AND RECREATION
YOUTH BASKETBALL SCHEDULE
2019**

**TO: MICHAEL PIERICK, PROGRAM DIRECTOR
 BOYS & GIRLS CLUB OF MERCED COUNTY**

FROM: JOEY CHAVEZ, IINTERIM PARKS AND RECREATION DIRECTOR

RE: MCCOMB'S YOUTH CENTER GYM USAGE

DATE: MAY 22, 2018

Activity	Days	Times	Months
Youth Basketball (4 TH TO 8 TH GRADES)	Mon. – Thur.	5:30pm – 9:00pm	Jan. 1 – Mar. 9
Youth Basketball (K TO 3 RD GRADES)	Saturdays	8:30am – 12:00pm	Jan. 5 – Mar. 9

EXHIBIT D



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 18-346

Meeting Date: 7/16/2018

Report Prepared by: Jennifer Meissonnier, Recreation Supervisor, Parks and Recreation

SUBJECT: Contract for 3-Year Lease for McCombs Youth Center with Boys and Girls Club of Merced

REPORT IN BRIEF

Considers approving a 3-year lease agreement with The Boys and Girls Club of Merced for the McCombs Youth Center for \$35,000 for FY 2018-19.

RECOMMENDATION

City Council - Adopt a motion approving the lease agreement with the Boys and Girls Club of Merced for \$35,000; and, authorizing the City Manager or Assistant City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff; or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Proposed Budget

DISCUSSION

The City of Merced's Parks and Recreation Department and the Boys and Girls Club of Merced County have worked together since the 1990's to provide recreation services to the City's youth. The City has supported the Boys and Girls Club with funds, facilities, staff expertise, and equipment. The mission of the Boys and Girls Club of Merced County is to "inspire and enable all young people, especially those who need us most to realize their full potential as productive, responsible and caring citizens."

On December 2, 2013, the City Council approved a 5-year lease between The City and The Boys

and Girls Club of Merced for the operation of the McCombs Youth Center. The lease agreement included monthly funding reimbursement at \$2,916.66 per month to offset expenses for repairs, maintenance and utilities. This 3-year agreement continues the same funding structure, allocating \$35,000 for this fiscal year.

The center will be available for Boys and Girls Club programming Monday through Friday, from 3 p.m. to 7 p.m. at minimum. Services include but are not limited to: recreation, academic programs, and drop-in programs. Services will be low cost, and no youth will be turned away due to inability to pay.

The City shall have use of the building for a minimum of 400 hours a year, which may be used Monday through Friday and as needed on Saturday and Sunday for the operation of its recreational basketball leagues, without displacing a previously scheduled youth activity. Other joint uses shall be decided upon by mutual agreement.

IMPACT ON CITY RESOURCES

Funding for this program has been included (\$35,000) in the adopted FY 2018-19 budget, and will be paid out of the department's 024-1218-542.17-00 account.

ATTACHMENTS

1. McCombs FY 18 19 Lease Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 15th day of July, 2020, 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 Boys and Girls Club of Merced, a California Non-Profit Corporation, whose address of record is 615 West 15th Street, Merced, California 95340 (hereinafter referred to as "Consultant").

WHEREAS, City wishes to continue providing funding to Consultant to assist them with their summer camp program for July and August 2020 and June 2021; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide youth summer camp services 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 services described in Exhibit "A" attached hereto and incorporated herein by this reference.

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 Director of Parks and Recreation 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, 2021.

4. **COMPENSATION.** The City shall pay Consultant the sum of Twenty Thousand Dollars (\$20,000.00) to provide summer camp services for youth residing in the City of Merced at the McCombs Youth Center. The services shall be provided from July 6, 2020 through August 7, 2020 and June 1 through 30, 2021.

For summer camp services during the months of July and August 2020, the City will pay consultant Thirteen Thousand Dollars (\$13,000).

For summer camp services during the month of June 2021, the City will pay consultant Seven Thousand Dollars (\$7,000.00).

5. **METHOD OF PAYMENT.** Consultant shall submit two separate invoices to the City for payment as follows:

For payment of Thirteen Thousand Dollars (\$13,000) for services for July 6 through August 7, 2020, Consultant must submit an invoice for these services to the City no later than September 4, 2020.

For payment of Seven Thousand Dollars (\$7,000) for services for June 1 through 30, 2021, Consultant may submit an invoice for services as early as May 1, 2021, but must submit an invoice no later than July 30, 2021.

City will not remit payment for Consultant's services unless Consultant submits its invoices for services within the above time frames. Consultant acknowledges and agrees that it will receive no payment from City if Consultant does not submit invoices in a timely manner as required herein.

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, or from 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.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. 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. 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.

12. 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.

13. 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.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. 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.

20. 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.

21. 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.

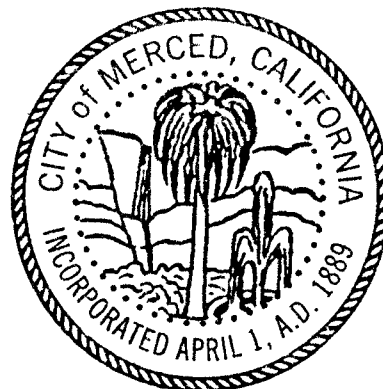
CITY OF MERCED
A California Charter Municipal
Corporation

BY: Stephanie Dietz
City Manager

ATTEST:

~~STEVE CARRIGAN, CITY CLERK~~
Stephanie Dietz

BY: Jennifer Lourenco
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: Phueda A mtr 7/2/2020
City Attorney Date

301320 PO#139392
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer V-0214
Funds available. MA 8/18/20
024-1218-542-17-00 FL 8/19/20
\$20,000.00

CONSULTANT
BOYS AND GIRLS CLUB OF
MERCED, A California Non-Profit
Corporation

BY: Virginia L. Hayward
(Signature)

Virginia L. Hayward
(Typed Name)

Its: CEO
(Title)

BY: Michelle W. Allison
(Signature)

Michelle W. Allison
(Typed Name)

Its: Board Chair
(Title)

Taxpayer I.D. No. 77-0357487

ADDRESS: 615 W. 15th Street
Merced, CA 95340

TELEPHONE: (209) 722-9922

E-MAIL: _____

EXHIBIT A

The Boys and Girls Club of Merced shall provide summer camp services during July and August, 2020 and June 2021 for residents of the City of Merced at the McCombs Youth Center. Services shall include, but are not limited to, recreation, play, lunch, reading, science and computer lab activities.

The Boys and Girls Club shall provide the following information to the City:

- An end of camp report on activities and participants submitted to the Director of Parks and Recreation by August 28, 2020.
- The number of attendees who paid for camp sessions and/or received full or partial grants/scholarships.

The Boys and Girls Club is expected to have no more than twenty-five (25) (or Merced County Public Health regulation) full-time summer camp participants from the City of Merced enrolled in the program in July and August 2020, June 2021 participant count to be determined based on potential COVID-19 restrictions.

The City and the Boys and Girls Club will review the contract and scope of services in the spring 2021 to discuss program content for the month of June 2021 and renewal of services for July and August of 2021.

All promotional materials related to the summer camp shall include the City of Merced name and logo. All materials will be pre-approved by the City's Director of Parks and Recreation or designee prior to distribution.



BOYS & GIRLS CLUBS
OF MERCED COUNTY

**Register
Today!**

Summer Camp



**Our summer camp has limited space!
So, sign-up today !**

Activities include: Fun projects learning about the earth, turtles, ancient cultures, the moon, the solar system and national parks . Plus, arts & crafts, sports, fun activities and so much more!

Week 1: Earth Week * July 6th through July 10th

Week 2: Turtle Week * July 13th through July 17th

Week 3: Greek Mythology Week * July 20th through - July 24th

Week 4: Rocket Week * July 20th through July 24th

Week 5: USA National Parks * August 3rd through August 7th

Due to the Covid-19 pandemic we have limited space and limited hours. Plus a reduced ratio of 1 to 9. The fees for each week has also been reduced to just \$20 per-child per week. Our Camp hours are from 9:00a.m. to 1:00p.m.

Please see our website or call the office to sign your child up for camp.

In partnership with the City of Merced.



City of Merced
California

Boys & Girls Club of Merced County

615 W 15th St, Merced, CA 95340 ~ 209-722-9922 ~ www.bgcmerced.org



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 21-072

Meeting Date: 1/25/2021

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the Boards/Commissions to request that an item be placed on a future Boards/Commissions agenda for initial consideration by the Boards/Commissions.



CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

File #: 21-071

Meeting Date: 1/25/2021

SUBJECT: Commission Comments

REPORT IN BRIEF

Provides an opportunity for the Chair and/or Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the Commssion and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.